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3 **AMENDMENT TO INTERLOCAL**
4 **SERVICE BOUNDARY AGREEMENT**
5 **BETWEEN**

6 **The City of Groveland, City of Clermont,**
7 **Town of Howey-in-the-Hills,**
8 **City of Leesburg, City of Mascotte,**
9 **City of Minneola, and Lake County**

10
11 **AS TO HOWEY-IN-THE-HILLS**
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1 **AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT**
2 **BETWEEN THE CITY OF GROVELAND, CITY OF CLERMONT, TOWN**
3 **OF HOWEY-IN-THE-HILLS, CITY OF LEESBURG, CITY OF**
4 **MASCOTTE, CITY OF MINNEOLA, AND LAKE COUNTY**
5 **AS TO THE TOWN OF HOWEY-IN-THE-HILLS**
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7 This Amendment to the Interlocal Service Boundary Agreement as to the Town of Howey-
8 in-the-Hills is made by and between the Cities of GROVELAND, CLERMONT, LEESBURG,
9 MASCOTTE, and MINNEOLA, and TOWN OF HOWEY-IN-THE-HILLS, all of which are
10 Florida municipalities (collectively referred to as “Cities” and individually as “Mascotte”,
11 “Groveland”, “Clermont”, “Minneola”, “Howey-in-the-Hills”, and “Leesburg”), and Lake County,
12 a political subdivision of the State of Florida (the “County”).

13 **WITNESSETH**
14

15 **WHEREAS**, Florida municipalities possess Municipal Home Rule Powers pursuant to
16 Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*.

17 **WHEREAS**, the County possesses Home Rule powers pursuant to Article VIII, Section
18 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*.

19 **WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section
20 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of
21 their powers by enabling them to cooperate with other localities on a basis of mutual advantage
22 and thereby to provide services and facilities in a manner and pursuant to forms of governmental
23 organization that will accord best with geographic, economic, population, and other factors
24 influencing the needs and development of local communities.”

25 **WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act Section
26 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to provide
27 services to residents and property in the most efficient and effective manner while balancing the
28 needs and desires of the community.” It is also intended to provide “a more flexible process for
29 adjusting municipal boundaries and to address a wider range of the effects of annexation” . . . “to
30 encourage intergovernmental coordination in planning, service delivery, and boundary
31 adjustments and to reduce intergovernmental conflicts and litigation between local governments”
32 . . . “to promote sensible boundaries that reduce the costs of local governments, avoid duplicating
33 local services, and increase political transparency and accountability” . . . and “to prevent
34 inefficient service delivery and an insufficient tax base to support the delivery of those services.”

35 **WHEREAS**, in 1991, Howey-in-the-Hills approved Ordinance No. 91-112, consenting to
36 its inclusion within the Lake County municipal service taxing unit (MSTU) for fire protection; and

37 **WHEREAS**, in 2013, Cities and County entered into an Interlocal Service Boundary
38 Agreement (the “Agreement”), in order to specifically identify lands deemed logical for future
39 annexations into Cities and land to remain unincorporated (“Unincorporated Service Area”).
40

1 **WHEREAS**, Cities and County wish to amend the Agreement as to Howey-in-the-Hills,
2 in order to expand Howey-in-the-Hills' annexation abilities under the Agreement in exchange for
3 Howey-in-the-Hills agreeing to stay within the County's MSTU as long as the Agreement is in
4 effect, and provided that Howey-in-the-Hills meets one of two conditions regarding the provision
5 of central water and/or sewer service to the annexing property.

6 **WHEREAS**, Cities and County find that the benefits of intergovernmental
7 communications and coordination will accrue to all Parties.

8 **WHEREAS**, this Amendment to the Agreement is entered into pursuant to the authority
9 of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203,
10 190.011, *Florida Statutes* (2015).

11 **NOW THEREFORE**, in consideration of the mutual covenants set forth herein and in the
12 Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to
13 amend the Agreement as to Howey-in-the-Hills as follows:

14 1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby
15 incorporated into and made an integral part of this Amendment to the Agreement.

16 2. **AMENDMENT TO PARAGRAPH 3, "ANNEXATIONS", AS TO HOWEY-IN-**
17 **THE-HILLS.** Paragraph 3 of the Agreement, entitled "Annexations", is hereby deleted and
18 replaced with the following as to the Town of Howey-in-the-Hills only:

19 The following shall govern any annexations by Howey-in-the-Hills that occur within the
20 Interlocal Service Agreement Boundary as displayed on **Exhibit A** to the Agreement:
21

22 a. **Designated Municipal Areas.** Areas on the map which are not designated as
23 unincorporated areas are attributed as future annexation areas for individual Cities.
24 No part of an area which is designated as a future annexation area for one City shall
25 be annexed by any other City for the duration of this agreement, unless the City
26 which was designated to annex that area and the Board of County Commissioners
27 consent to such specific annexation in writing.
28

29 b. **Annexations Within Designated Municipal Areas.** Annexations by Howey-in-
30 the-Hills within Howey-in-the-Hills' designated municipal area shall be subject to
31 the following:
32

33 i. **Part I Chapter 171, Florida Statutes.** City shall be entitled to annex any
34 property in a manner which is consistent with Part I, Chapter 171, *Florida*
35 *Statutes*.
36

37 ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, County hereby consents
38 to the annexation of any enclave or the creation of any enclave which is the

1 result of an annexation, so long as City agrees to provide services to such
2 enclave, and the City holds public hearing prior to such annexation where
3 the owners of all properties within the enclave are given written, first class
4 mail notice, and an opportunity to comment publicly at such meeting.
5

6 iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171,**
7 **Florida Statutes.** County hereby consents to the annexation by Howey-in-
8 the-Hills of any non-contiguous real property in the unincorporated area
9 within the Interlocal Service Boundary Area as depicted in **Exhibit A** to the
10 Agreement, provided that the property owner(s) consent to the annexation,
11 and the subject property to be annexed is:
12

- 13 a. Presently served by Town water and/or sewer utilities; or
- 14 b. Subject to a concurrent water and sewer utility agreement that the
15 property owner/developer has entered into at the time of annexation,
16 requiring connection to either the Town's water or sewer utility
17 system, or both if required by the Town's comprehensive plan, and
18 provided further that the Town shall not approve any development,
19 or issue a final development order of such annexed property unless
20 either central water or sewer, or both, shall serve the development.
21 The utility agreement shall further provide that if connection is only
22 to one utility at the time of development, that the property must
23 connect to the remaining utility when available.
24

25 iv. **Annexation of Right of Way.** County agrees that it will not oppose the
26 annexation of right of way located in the Interlocal Service Boundary
27 Agreement area of a City, so long as at least one side of the road will be
28 bounded by property located within the City after the annexation, or which
29 meets any of the other annexation requirements of this Agreement. City
30 agrees that at the time that it annexes any property which abuts a roadway,
31 that, to the extent possible, it will also annex the adjacent road right of way
32 to avoid the creation of roadway enclaves. Annexing the right of way
33 pursuant to this sub-paragraph iv. does not require City to accept
34 maintenance responsibility for such road.
35

36 3. **AMENDMENT TO PARAGRAPH 6, "FIRE HYDRANTS", AS TO HOWEY-IN-**
37 **THE-HILLS.** Paragraph 6 of the Agreement, currently entitled "Fire Hydrants", is hereby deleted
38 and replaced with the following as to the Town of Howey-in-the-Hills only:
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1 **FIRE MSTU AND FIRE HYDRANTS.**

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3 a. Fire MSTU: Howey-in-the-Hills hereby consents to stay within County's MSTU
4 for fire protection, which was established by County in County's Ordinance No. 1990-24,
5 for twenty (20) years from the effective date of this Amendment to the Agreement.

6
7 b. Fire Hydrants: Cities agree that any time a potable water line is extended into or
8 through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at
9 recommended distances for fire hydrant spacing at County's expense. Cities agree that
10 County shall have the right to have fire hydrants installed on any City water line located
11 in the unincorporated area at County expense. Cities agree that County Fire Department
12 shall have the right to use any City fire hydrant for official fire purposes, at no cost;
13 County shall, however, notify City any time such a hydrant is used along with an estimate
14 of how much water was used. Notification shall be in writing to the City Manager of the
15 respective City and provided within seven (7) calendar days of the County's use.
16

17 4. **EFFECTIVE DATE AND TERM.** This Amendment to the Agreement shall be
18 effective upon the date the last party executes it, and thereafter shall remain in effect for an initial
19 twenty (20) year term. Upon the expiration of the initial twenty (20) year term, this Amendment
20 to the Agreement shall remain in effect coterminous with the Agreement.

21 5. **ENTIRE AGREEMENT.** This Amendment to the Agreement as to Howey-in-the-Hills
22 constitutes the entire understanding of the Parties with respect to the subject matters addressed
23 herein, and all prior agreements, understandings, representations and statements, oral or written,
24 are superseded by this Amendment to the Agreement.

25 6. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida
26 shall govern this Amendment to the Agreement, and venue shall be in Lake County, Florida.
27 Jurisdiction shall only be in the Circuit Court of Lake County, Florida.

28 7. **SEVERABILITY.** If any portion of this Amendment to the Agreement is declared invalid
29 or unenforceable, then to the extent it is possible to do so without destroying the overall intent and
30 effect of this Amendment to the Agreement, the portion deemed invalid or unenforceable shall be
31 severed here from and the remainder of this Amendment to the Agreement shall continue in full
32 force and effect as if it were enacted without including the portion found to be invalid or
33 unenforceable.

34 8. **FULL FORCE AND EFFECT OF OTHER PROVISIONS.** All provisions of the
35 Agreement not specifically amended herein shall remain in full force and effect.

5 **BOARD OF COUNTY COMMISSIONERS**
6 **LAKE COUNTY, FLORIDA**
7
8
9

10 _____
11 Timothy I. Sullivan, Chairman
12

13 This _____ day of _____, 2017.
14
15

16 **ATTEST:**
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20 _____
21 Neil Kelly, Clerk of the
22 Board of County Commissioners
23 of Lake County, Florida
24
25

26 Approved as to form and legality:
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30 _____
31 Melanie Marsh
32 County Attorney
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1 Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,
2 City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the Town of Howey-in-the-Hills
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6 **CITY OF GROVELAND**
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10 _____
11 Tim Loucks,
12 Mayor
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14

15
16 This ____ day of _____, 2016.
17

18 ATTEST:
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22 _____
23 Teresa Begley, City Clerk
24
25

26 Approved as to form and legality:
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29

30 _____
31 Anita R. Geraci-Carver, City Attorney
32

1 Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,
2 City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the Town of Howey-in-the-Hills
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8 **CITY OF CLERMONT, FLORIDA**
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12 _____
13 Gail L. Ash, Mayor
14

15
16 This ____ day of _____, 2016.
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18 ATTEST:
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22 _____
23 Tracy Ackroyd, City Clerk
24
25

26 Approved as to form and legality:
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31 _____
32 Daniel F. Mantzaris, City Attorney
33
34

7 **TOWN OF HOWEY-IN-THE-HILLS**
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11 _____
12 Chris Sears
13 Mayor
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17
18 This ____ day of _____, 2016.
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20 ATTEST:
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25 _____
26 Brenda Brasher, Town Clerk
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29 Approved as to form and legality:
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34 _____
35 Heather M. Ramos, Town Attorney
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1 Amendment to Interlocal Service Boundary Agreement Between The City of Groveland, City of Clermont, Town of Howey-in-the-Hills,
2 City of Leesburg, City of Mascotte, City of Minneola, and Lake County, as to the Town of Howey-in-the-Hills
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6 **CITY OF LEESBURG**
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10 _____
11 Jay Hurley
12 Mayor
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14

15
16 This ____ day of _____, 2017.
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18 ATTEST:
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22 _____
23 J. Andi Purvis, City Clerk
24
25

26 Approved as to form and legality:
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30 _____
31 Fred Morrison, City Attorney
32
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6 **CITY OF MASCOTTE**
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10 _____
11 Barbara Krull, Mayor
12
13

14 This ____ day of _____, 2016.
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16 ATTEST:
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21 _____
22 Michelle Hawkins, City Clerk
23
24

25 Approved as to form and legality:
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29

30 _____
31 Virginia Cassady, City Attorney
32
33

6 **CITY OF MINNEOLA**
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10 _____
11 Pat Kelley
12 Mayor
13
14

15
16 This ____ day of _____, 2016.
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18 ATTEST:
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22 _____
23 Christina Stidham, City Clerk
24
25

26 Approved as to form and legality:
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29
30

31 _____
32 Scott Gerken, City Attorney
33
34