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November 30, 2000

Ms. Blanca Bayo
Director of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Application for amendment of Certificate No. 106-W to add territory in Lake County by Florida Water Services Corporation, Docket No. 991666-WU

Dear Ms. Bayo:

Attached please find the original and fifteen copies of the rebuttal testimony of Greg A. Beliveau, AICP on behalf of the City of Groveland, Florida in the above-styled docket.

Also enclosed is a copy of the testimony to be stamped as filed and returned to our office for our files. If you have any questions or need any additional information regarding this matter, please contact me.

Very truly yours,

Suzanne Brownless
Attorney for the City of Groveland

c: 3265
cc: Steve Menton, Esq.
Patty Christensen, Esq.

- APP _____
- CAF _____
- CMP _____
- COM 3265
- CTR _____
- ECR _____
- LEG _____
- OPC _____
- PAI _____
- RGD _____
- SEC _____
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FPSC-RECORDS/REPORTING

ORIGINAL

REBUTTAL TESTIMONY OF
GREG A. BELIVEAU, AICP
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
ON BEHALF OF
THE CITY OF GROVELAND, FLORIDA
DOCKET NO. 991666-WU

DOCUMENT NUMBER-DATE

15308 NOV 30 8

FPSC-RECORDS/REPORTING

1 Q. WHAT IS YOUR NAME AND BUSINESS ADDRESS?

2 A. My name is Greg A. Beliveau and my business address is
3 2001 Old U.S. Highway, 441, Suite 1, Mt. Dora, Florida
4 32757.

5 Q. WHAT IS YOUR POSITION WITH THE CITY OF GROVELAND?

6 A. Land Planning Group Urban & Regional Planners, Inc.
7 (LPG) is the City Planner for the City of Groveland,
8 Florida (City), a municipal corporation organized
9 under the laws of the State of Florida.

10 Q. WHAT IS YOUR EDUCATIONAL BACKGROUND AND WORK
11 EXPERIENCE?

12 A. I am a graduate of Florida State University earning a
13 Bachelor of Arts degree in 1975 and a Master of
14 Science in Public Administration in 1976. After
15 graduating from Florida State University with my
16 masters degree I worked for the City of Vero Beach
17 from February, 1977 until October, 1977 as a Community
18 Planner and was selected as the Assistant City
19 Manager/Director of Community and Economic Development
20 in November of 1977. I served in that position until
21 October, 1987, when I accepted employment at The Land
22 Planning Group as a partner and Principal Governmental
23 Specialist responsible for review for compliance of
24 all projects with local codes and planning documents.
25 In July of 1998, I accepted my current position as the
26 President and Principal Government Specialist with LPG

1 Urban and Regional Planners, Inc. where I am currently
2 employed. My resume is attached as Exhibit (_____)
3 GAB-1 to this testimony.

4 Q. ARE YOU A MEMBER OF ANY TRADE OR PROFESSIONAL
5 ORGANIZATIONS?

6 A. Yes, I am a member of the American Institute of
7 Certified Planners (AICP), the American Society for
8 Public Administration, the American Planning
9 Association and the Florida City and County Management
10 Association.

11 Q. HAVE YOU EVER TESTIFIED BEFORE A COURT OR REGULATORY
12 AGENCY?

13 A. Yes. I have testified in the following cases:
14 1993 - Lake County, Division of Administrative
15 Hearings, DCA v. 1000 Friends of
16 Florida, Lake County Comprehensive Plan,
17 land use and Green Swamp.
18
19 1993 - Lake County, Circuit Court, Florida Power
20 Corporation v. Gatch, eminent domain case,
21 witness for the property owners testifying
22 concerning Lake County's LDRs and land use.
23
24 1999 - Sumter County, Division of Administrative
25 Hearings, DCA v. Farnsworth, land use,
26 Comprehensive Plan.

27 Q. WHAT ARE YOUR PRESENT DUTIES AS CITY PLANNER FOR THE
28 CITY OF GROVELAND?

29 A. Our firm performs all planning services for the City
30 of Groveland including, but not limited to,
31 development application review regarding land use,
32 comprehensive planning and small area studies.

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS
2 PROCEEDING?

3 A. To provide testimony in response to the issues raised
4 by Charles R. Gauthier, Chief of the Bureau of Local
5 Planning of the Department of Community Affairs (DCA),
6 in testimony filed on behalf of the Staff of the
7 Florida Public Service Commission on October 6, 2000.

8 Q. IN HIS TESTIMONY MR. GAUTHIER INDICATES THAT THE CITY
9 OF GROVELAND DOES NOT SPECIFICALLY IDENTIFY ITS
10 UTILITY SERVICE AREA IN ITS COMPREHENSIVE PLAN AS A
11 POTENTIAL SERVICE AREA. CAN YOU RESPOND TO THIS
12 CONCERN?

13 A. Yes. The City has historically had references in its
14 Comprehensive Plan allowing its utilities to be
15 extended into the unincorporated areas surrounding the
16 City. Policies 4-1.5.1 and 4-1.13.1 of the City's
17 Comprehensive Plan, contained in Exhibit ____ (GAB-2),
18 state that the City's provision of water and
19 wastewater services shall be consistent with the land
20 use allocations delineated on the Future Land Use Map;
21 consistent with the goals, objectives, and policies
22 established in the Future Land Use Element the City's
23 Comprehensive Plan and consistent with the plans and
24 policies of the East Central Florida Regional Planning
25 Council.

26 The Future Land Use Map attached to the City's

1 Comprehensive Plan cannot include land located outside
2 of the City's municipal limits since the City has no
3 authority over such land. However, the City's
4 Comprehensive Plan Intergovernmental Coordination
5 Element 9J-5.015(3), Policy 7-1.8.1 states as follows:
6

7 The City shall, by March 1, 1993,
8 coordinate with Lake County to establish
9 a joint annexation agreement which
10 addresses appropriate procedures for
11 annexation, delineates adjacent lands
12 which may be annexed (an annexation
13 zone), establishes land uses for the
14 annexation zone which are compatible with
15 both the County and City's future
16 development plans, and defines
17 appropriate application of concurrency
18 management for this zone.

19 The requirement for a joint annexation agreement is
20 echoed in Lake County's Comprehensive Plan as Policy 9-1.3,
21 which states as follows:
22

23 Revision of Interlocal Agreements for
24 Provision of Mutual Services. By 1993, Lake
25 County and the 14 municipalities shall amend
26 all existing interlocal agreements
27 (approximately 128) into 14 interlocal
28 agreements. The 14 interlocal agreements
29 shall provide for the continuation of the
30 existing interlocal agreements but shall be
31 combined into one document for each
32 governance. Each interlocal agreement shall
33 be tailor-made for each municipalities'
34 circumstances. *The interlocal agreements*
35 *shall provide for the establishment of a joint*
36 *planning area which covers the area where a*
37 *municipality can logically deliver public*
38 *services and infrastructure.* The interlocal
39 agreements shall cover any and all items that
40 the County and municipalities deem to be to
41 the benefit of residents of either
42 jurisdictional area.

43
44 [Emphasis added.]

1 Lake County's 14 cities and Lake County started
2 the Joint Planning Agreement (JPA) process in 1994 and
3 held a workshop before the Lake County Board of County
4 Commissioners in October of 1995. All JPA discussions
5 were put on hold at that time. However, this year the
6 Lake County League of Cities has worked with all 14
7 Lake County cities and negotiated a new JPA which is
8 attached as Exhibit _____ (GAB-3). This JPA will be
9 presented to the Lake County Board of County
10 Commissioners within the next few months for their
11 comments and approval. In sum, the City has
12 appropriate references in its Comprehensive Plan to
13 utility service outside of its city limits and is
14 currently working with the Lake County League of
15 Cities and all of the municipalities in Lake County to
16 provide specific references to its service territory
17 in Lake County's Comprehensive Plan.

18 **Q. MR. GAUTHIER APPEARS TO ALSO BE CONCERNED THAT THERE**
19 **ARE NO CLEAR GUIDELINES OR CRITERIA IN THE**
20 **COMPREHENSIVE PLAN TO IDENTIFY AREAS OUTSIDE OF THE**
21 **CITY WHERE CITY WATER AND WASTEWATER SERVICES WILL BE**
22 **PROVIDED. CAN YOU RESPOND TO THIS CONCERN?**

23 **A. Yes. As mentioned above, the Future Land Use Map does**
24 **not cover areas which are outside of the City's**
25 **current city limits. However, Ordinance 99-05-07 has**
26 **an attached and incorporated map clearly outlining the**

1 City's Utilities Service District. There is also a
2 legal description of the Utilities Service District
3 given in Section 2 of the Ordinance.

4 Section 5 of Ordinance 99-05-07 states as
5 follows: "No private or public utility shall be
6 authorized to construct within the within the District
7 any system, work, project or utility of a similar
8 character to that being operated in the District by
9 the City unless the City consents to such
10 construction." Thus, the City's Utilities District is
11 exclusive and no other utility can provide water and
12 wastewater services within that District unless the
13 City gives its consent for it to do so. In short, if
14 you are located within the City's Utilities Service
15 District and make a request for water and wastewater
16 service, that request will be processed pursuant to
17 Groveland Code of Ordinances, Chapter 102. Thus, the
18 "clear guidelines" and "criteria" for the provision of
19 utility services are provided by Ordinance 99-05-07
20 and Groveland Code of Ordinances, Chapter 102.

21 **Q. FINALLY, MR. GAUTHIER SEEMS TO BE CONCERNED WITH THE**
22 **FACT THAT THE CITY'S SERVICE AREA IS LARGE AND COVERS**
23 **AREAS DESIGNATED AS RURAL, SUBURBAN AND PARTS OF THE**
24 **GREEN SWAMP. CAN YOU RESPOND TO THIS CONCERN?**

25 **A. Yes. The City's Utilities Service District covers an**
26 **area which is approximately five miles from its**

1 current city limits as is authorized by §180.02(3),
2 Florida Statutes, which states, in part:

3
4 In the event any municipality desires to avail
5 itself of the provisions or benefits of this
6 chapter [180], it is lawful for such
7 municipality to create a zone or area by
8 ordinance and to prescribe reasonable
9 regulations requiring all persons or
10 corporations living or doing business within
11 said area to connect, when available, with any
12 sewerage system or alternative water supply
13 system, . . . provided, however, in the
14 creation of said zone the municipality shall
15 not include any area within the limits of any
16 other incorporated city or village, nor shall
17 such area or zone extend for more than 5 miles
18 from the corporate limits of said
19 municipality.

20 Any development within the City's Utilities
21 Service District would be required to get the
22 appropriate approvals from Lake County, e.g., PUD,
23 DRI, DO. Lake County's Comprehensive Plan has
24 provisions that address urban sprawl and requirements
25 concerning the provision of centralized water and
26 wastewater services. The mere fact that a wastewater
27 transmission line or water main transverses a
28 rural/silvaculture area does not, in and of itself,
29 create urban sprawl. Thus, the DCA's concerns
30 regarding inappropriate development within the City's
31 Utilities Service District will be met in the normal
32 course of processing every development application.

33 Finally, it should be noted that as part of an
34 administrative hearing the City, at DCA's request, was

1 ordered to prepare a wastewater feasibility study for
2 the City to provide centralized sanitary sewer service
3 to serve areas surrounding the City. The goal of
4 master plan/feasibility study was to "maximize the use
5 of a centralized sewer system to help to minimize
6 urban sprawl and protect the critical Green Swamp
7 area." Wastewater Feasibility Study, City of
8 Groveland, August, 1999, at 1. Thus, service outside
9 of the City's current city limits has been recognized,
10 at least with regard to the separate service areas
11 identified in the Wastewater Feasibility Study, as
12 beneficial to the Green Swamp and a mitigation of
13 urban sprawl.

14 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

15 A. Yes.

16

17

18

19

20

21

22

23

24

25 c: 3264

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing rebuttal testimony has been furnished by U.S. Mail or Hand Delivery (*) this 30th day of November, 2000 to the following:

(*)Patricia Christensen, Esq.
Florida Public Service Comm.
Division of Legal Services
2541 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

J. Stephen Menton, Esq.
Rutledge Law Firm
P.O. Box 551
Tallahassee, FL 32302

Jason L. Yarborough
City of Groveland
156 South Lake Avenue
Groveland, FL 34736


Suzanne Brownless, Esq.

c: 3208

GREG A. BELIVEAU, AICP

AREAS OF SPECIALIZATION:

Governmental permitting, land use regulations, administrative management, airports, planning and land use coordination, feasibility and impact fee studies, and public sector coordination.

PROFESSIONAL EXPERIENCE:

LPG Urban and Regional Planners, Inc., Mount Dora, FL. July 1998 to present: President and Principal Governmental Specialist. Responsible for review for compliance of all projects with local codes and planning documents. Project management for clients and recommendations. Represent public governing bodies for land use amendments in uses or development permitting. Coordinate the review of ADA/DRI studies. Airport criteria and design is also an area of expertise derived from past public employment.

Representative Projects

- . **City of Umatilla**, Retainer Contract, Planning Consultant for all aspects of the city, Lake County, FL
- . **City of Groveland**, Retainer Contract, Planning Consultant for all aspects of the city, Lake County, FL
- . **City of Mascotte**, Retainer Contract, Planning Consultant for all aspects of the city, Lake County, FL
- . **Lake County School Board**, Retainer Contract, Planning Consultant for all aspects related to the school board to include siting and expansion, Lake County, FL
- . **City of Eustis**, Rewrite City of Eustis Land Development Regulations, Lake County, FL
- . **City of Mount Dora**, EAR-based amendments, Lake County, FL

RESUME - GREG A. BELIVEAU, AICP**Page Two**

The Land Planning Group, Inc., Mount Dora, FL. October 1987 to June 1998: Partner and Principal Governmental Specialist. Responsible for review for compliance of all projects with local codes and planning documents. Project management for clients and recommendations. Represent public governing bodies for land use amendments in uses or development permitting. Coordinate the review of ADA/DRI studies. Airport criteria and design is also an area of expertise derived from past public employment.

Representative Projects

- . **City of Minneola**, Retainer Contract, Planning Consultant for all aspects of the city, Lake County, FL
- . **City of Tavares**, Grant Applications, LDR revisions, Lake County, FL
- . **Town of Lady Lake**, Retainer Contract and EAR, Lake County, FL
- . **City of Fruitland Park**, Retainer Contract, Planning Consultant for all aspects of the city, Lake County, FL

City of Leesburg, Leesburg, FL. November 1977 to October 1987. Assistant City Manager/Director of Community and Economic Development. Responsible for the direct supervision of four divisions within one departmental unit: Building Division, Planning and Zoning Division, Housing Assistance Programs (105 units), and Community Development Block Grant Program funded over five (5) years.

Additionally, served as the Airport Manager for the Leesburg Municipal Airport and indirectly supervised all municipal departments as authorized by the City Manager.

Representative Projects

- . **City of Leesburg Comprehensive Plan**, Authored Plan Adopted in 1978
- . **Leesburg Industrial Park**, Coordinated the Development
- . **Acting Finance Director/City Clerk** for Six (6) Months, Supervised Sewer Additional Divisions and a \$47 Million Budget
- . **Downtown Redevelopment Director** for 18 Months, Participated in the Downtown Comprehensive Redevelopment Plan
- . **Construction Supervisor of 34 Unimproved Streets**, Utilized State Block Grant Funds including the Original Grant Submittal

RESUME - GREG A. BELIVEAU, AICP**Page Three**

City of Vero Beach, Vero Beach, FL. February 1977 to October 1977 Community Planner. Staff supports person who researched and drafted the land use element, future land elements, recreation elements, utility element, and housing element for City of Vero Beach for compliance with 1974 act.

State of Florida, Division of Planning, Tallahassee, FL. June 1976 to September 1976. Internship/Research Assistance. Assisted in the research for the State of Florida's Comprehensive Plan. Work included documentation for the specific goals and objectives required by the State Plan.

EDUCATION AND CAREER DEVELOPMENT

- . Master of Science in Public Administration (M.S.P.A.) degree, 1976, Florida State University, Tallahassee, FL. (Public and Business Administration)
- . Bachelor of Arts (B.A.) degree, 1975, Florida State University, Tallahassee, FL. (Government major; International Relations and History minors). Selected to attend the London Study Center, London, England in 1974.

Continued education by attending seminars in areas of revenue evaluations and projections, economic development, fiscal impact analysis (computerization), grantship, and downtown revitalization.

PROFESSIONAL AND PUBLIC MEMBERSHIPS

- . American Institute of Certified Planners, #9836
- . American Society for Public Administration
- . American Planning Association
- . Florida City and County Management Association
- . Leadership Lake County, Lake County, Florida; Graduated 1992
- . Received the Distinguished Service Award for 1986 from the Leesburg Jaycees.
- . Received an award for Community Involvement from the Leesburg Area Chamber of Commerce in May 1983 and September 1990.

Groveland Comprehensive Plan
Public Facilities Element

Policy 4-1.4.4: Criteria for Establishing Sanitary Sewer Systems for New Development Not Scheduled for Connection with the Municipal System. During the development review process, the City shall determine, based on the status of the Wastewater Master Plan implementation, how the applicant of subdivisions, PUDs or replats must approach provision of sanitary sewer service. The City shall determine whether the applicant must 1) connect to the municipal system; 2) provide an on-site system; or 3) establish a connection schedule consistent with Policy 4-1.4.5. Applicants of subdivisions, PUDs, or replats in areas not scheduled to connect with the municipal system and meeting the following criteria shall be required to provide sanitary sewer service through a central package plant or treatment system as a condition to the issuance of a development order or permit.

- 1) Commercial Uses - wastewater generation exceeds an average daily flow of more than 5,000 gallons.
- 2) Residential Uses - single family developments of 15 or more units, or wastewater generation exceeds an average daily flow of more than 7,500 gallons for a proposed development; all multi-family subdivisions shall be required to provide a central sanitary sewer system. / Septic tanks shall not be permitted for new multi-family housing developments, or single family residential or mobile home developments exceeding four units per acre.

By March 1, 1992, these provisions shall be incorporated in the City's Land Development Regulations.

Policy 4-1.4.5: New Development Proposed Within Areas Scheduled to be Served by the City Sewer System. New development shall be subject to the connection requirements of Policy 4-1.4.3. In the interim period until the municipal system begins service, applicants of approved development orders shall establish a sanitary sewer plan as part of the application process. This plan, negotiated in a binding development agreement, will require the installation of facilities to connect to the municipal central sewer system according to a schedule defined within the agreement.

OBJECTIVE 4-1.5: MINIMIZE URBAN SPRAWL. Minimize development occurring in an unorderly, uncontrolled manner through coordination between sanitary sewer services and the Future Land Use Element.

Policy 4-1.5.1: Coordinate Capacity and Facility Expansions with the Future Land Use Map. The provision of sanitary sewer services shall be consistent with land use allocations delineated on the Future Land Use Map; with goals, objectives, and policies established in the Future Land Use Element of the City's comprehensive plan; and with the plans and policies of the East Central Florida Regional Planning Council.

Groveland Comprehensive Plan
Public Facilities Element

Policy 4-1.12.3: Capacity Flow Needs for YR 1996 and YR 2005.
The City Water System shall provide adequate capacity, storage, and water pressure to maintain the following projected peak daily flow demands for years 1996 and 2005:

<u>Year</u>	<u>Total Peak Flow</u>
1996	459,026
2005	523,416

OBJECTIVE 4-1.13: MAXIMIZE USE OF EXISTING FACILITIES AND MINIMIZE URBAN SPRAWL. Direct Growth to Areas Currently Serviced by the Water System to Maximize Use of Existing Facilities and to Minimize Urban Sprawl.

Policy 4-1.13.1: Coordinate Capacity and Facility Expansions with the Future Land Use Map. The extension of potable water services shall be consistent with land use allocations delineated on the Future Land Use Map; with goals, objectives, and policies established in the Future Land Use Element of the City's Comprehensive Plan; and with the plans and policies of the East Central Florida Regional Planning Council. Map I-2a (Future Land Use Map) and I-2h (Future Water Distribution System) of the Future Land Use Element, Goals, Objectives and Policies, demonstrated the coordination of future land use with provision of water distribution facilities.

V. DRAINAGE

GOAL 4-2: PROVIDE ADEQUATE DRAINAGE. ASSURE ADEQUATE DRAINAGE CAPACITY TO PROTECT PUBLIC HEALTH AND SAFETY, AND INVESTMENT IN PROPERTY AGAINST FLOOD CONDITIONS AND TO PREVENT DETERIORATION OF GROUND AND SURFACE WATER QUALITY.

OBJECTIVE 4-2.1: ASSURE AVAILABLE DRAINAGE CAPACITY. Assure that available natural and man-made drainage features provide adequate capacity to receive, retain, detain, and release stormwater in a timely manner, as shall be measured through a level of service standard, coordination with regional drainage facilities, and other activities described in the following policies.

Policy 4-2.1.1: Minimum Drainage Level of Service. The City hereby adopts the following minimum stormwater drainage level of service standards for retention volume and design storm:

a.) Retention Volume -- Complete retention of the post-development minus the pre-development run off occurring at the established design storm.

b.) Design Storm -- The following level of service standards will be used:

Docket No. 991666-WU
Exhibit () GAB-2
Page 2 of 2

JOINT PLANNING INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY

AND

THE MUNICIPALITIES OF LAKE COUNTY

This Joint Planning Interlocal Agreement is made and entered into between LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County") and the undersigned MUNICIPALITIES OF LAKE COUNTY, all of which are Florida municipal corporations ("Municipalities").

RECITALS

WHEREAS, Section 163.01(4) and (5), Florida Statutes, provide that a public agency of the State, as defined by Section 163.01(3) may exercise jointly by contract with any other public agency of the State any power, privilege or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, County and Municipalities are public agencies within the meaning of Section 163.01(3), Florida Statutes; and

WHEREAS, Part II of Chapter 163, Florida Statutes, and as a corollary thereto, Rule 9J-5, Florida Administrative Code, address the need for an efficient and orderly system of planning and growth management by and among governmental entities and subdivisions thereof to ensure continued growth while preserving and enhancing the public welfare; and

WHEREAS, Section 163.3171(3), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption

of the comprehensive plans, procedures for the administration of land development regulations or the land development codes applicable thereto, and the manner of representation of any joint body that may be created under the joint agreement; and

WHEREAS, Section 163.3177(4)(a), Florida Statutes, requires coordination of local comprehensive plans of adjacent jurisdictions (e.g., County and Municipalities) and the State comprehensive plan, together with a specific policy statement indicating the relationship of the proposed developments (e.g., the development of the hereinbelow defined Property) to the comprehensive plans of the adjacent jurisdiction; and

WHEREAS, County and Municipalities desire to engage in joint planning with respect to certain real property located in unincorporated Lake County, adjacent to the Municipalities, and depicted on Exhibit "A" attached hereto (the "Property").

WHEREAS, the Municipalities have made a substantial investment and are required to plan for expanded utilities to service the Property; and

WHEREAS, it is intended that the Municipalities provide said utility services to retail customers within the Property at rates and charges consistent with the ordinances and regulations of the providing municipality; and

WHEREAS, Section 163.01(13), Florida Statutes, provides that the powers and authority granted by said section are in addition and supplemental to those granted by other general, local or special laws and nothing contained in such section is deemed to interfere with the application of any such other laws; and

WHEREAS, Municipalities and County have (i) full power and authority to enter into this Agreement, (ii) taken all necessary actions and obtained all necessary approvals to enter into this

Agreement and to perform the terms and conditions of this Agreement, and (iii) duly authorized, executed and delivered this Agreement such that this Agreement constitutes the legal, valid and binding obligations of Municipalities and County, respectively; and

WHEREAS, this Agreement does not conflict with, and is not prohibited or limited by any agreement, contract or instrument to which the Municipalities or County are a party, or by which they are bound, or any statute, law, ordinance, rule or regulation applicable to them or by which they are bound; and

WHEREAS, the development activity contemplated to occur upon the Property will have a material effect upon lands located within the Municipalities; and

WHEREAS, each municipality has determined that the lands included in the property are those which each respective municipality could reasonably anticipate annexing during the term of this agreement, and County agrees with this determination; and

WHEREAS, each municipality that has chosen to do so has adopted an area for service for its utilities, which area is set forth in Exhibit "B"; and

WHEREAS, County and Municipalities may renegotiate this agreement at any time, but no party shall be compelled to do so; and

WHEREAS, County and each of the municipalities may renegotiate the respective areas affected by the agreement at any time, but no party shall be compelled to do so; and

WHEREAS, County and Municipalities find that the provisions and covenants set forth in this agreement, which will be incorporated into the intergovernmental coordination elements of the various Comprehensive Plans of County and the Municipalities, provide a process and means for the mitigation of significant extra-jurisdictional impacts;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein the County and Municipalities do hereby agree as set forth hereinbelow.

ARTICLE 1

INCORPORATION OF RECITALS

The above recitals are incorporated herein and made a part of this Agreement.

ARTICLE 2

PURPOSE AND AUTHORITY OF AGREEMENT

A. The purpose of this Agreement is to set forth the terms and conditions of joint planning of and utility service to the property in question.

B. It is the intent of this agreement to foster better planning, management of growth and cooperation between County and Municipalities. In accordance with this intent, this agreement seeks to achieve the following objectives:

1. Reduce fuel usage and need for major road projects by encouraging compact growth;
2. Reduce costs to taxpayers for major utility expansions by encouraging development to take place where utilities are currently available;
3. Reduce future costs to taxpayers by requiring new development to connect to central utilities;
4. Reduce urban sprawl;
5. Protect valuable natural resources by encouraging development to occur within existing urban areas;
6. Eliminate inefficient provision of services;

7. Protect valuable agricultural land from the pressures of development;
8. Promote better intergovernmental cooperation between and among the various governments within Lake County;
9. Protect the validity and integrity of the comprehensive planning effort within Lake County;
10. Protect valuable resources by providing common regulations across jurisdictional boundaries;
11. Promote enhanced landscaping and continuity of signage through consistent regulation that protect aesthetics.

ARTICLE 3

JOINT PLANNING

A. Standards

Municipalities and County agree that the municipal influence zone of Municipalities is the entire joint planning area defined in the agreement. As such, all development within the joint planning area shall be to City standards as found in City's Land Development Regulations. Further, Municipalities or their agents shall assume all permitting responsibility within the joint planning area, and shall be entitled to charge fees therefor.

B. Utilities

Municipalities and County agree that the joint planning area is of such a compact size that Municipalities and County will jointly oppose the issuance of any certificates for the establishment or expansion of a utility territory by the Public Service Commission within the joint planning area, without exception. Further, at the option of the affected municipality, County will not issue permits

for the construction or expansion of any water or wastewater plant serving more than a single customer or having a capacity of more than _____ ERU's.

County shall require utility connections in accordance with Article 4 hereof. County shall be liable for any damages, including, but not limited to, loss of revenue, costs of litigation, including attorney's fees, and any other damages, if County issues a permit for construction without first mandating that the utility connections required herein be made by the developer or issuee of the permit.

C. Annexation

Municipalities and County agree that Municipalities may require annexation as a condition of providing utility service within the joint planning area. Further, Municipalities may annex any portion of a County right-of-way which is contiguous to, on at least one side, or within Municipalities, after providing notice to County of Municipalities' intent to do so. Annexation of County right-of-way shall not, in the absence of an agreement to the contrary, require the annexing municipality to maintain the annexed right-of-way.

Except as modified by this agreement, all annexations shall comply with Chapter 171, Florida Statutes. County shall not challenge any annexations within the Property during the term of this agreement.

ARTICLE 4

CENTRAL WATER AND WASTEWATER SERVICE

A. Applicability. Paragraphs B through E, inclusive, of this Article 4 shall apply to the municipalities of _____, _____, _____, _____, and _____. Paragraphs F through K, inclusive, of this Article 4 shall apply to the municipalities of _____.

_____, _____, _____, and _____. All other paragraphs of this Article 4 shall apply to all Municipalities. At their option, the municipalities of _____, _____, _____, and _____, may have the aforementioned paragraphs apply to them also.

B. Obligation to Provide Water Capacity. The use of each respective municipality's water system shall be required by the County for any development within the property in accordance with that municipality's required connection schedule set forth in Exhibit "C".

C. Off-Property Water Supply System. Wells shall not be permitted when central water service is available as set forth in Exhibit "C".

D. Water Use Benefit Fees and Rates. A developer developing any portion of the Property shall be obligated to pay the connection fees, and water use benefit fees under the respective municipality's approved rate schedules that are applicable to out-of-municipality residents for connection of lots and parcels within the Property to the respective municipality's water supply system, unless otherwise agreed between the developer and that municipality.

E. Water Use Permit Requirements and Terms of Payment. Each municipality shall establish its own permit process and fee schedule for the provision of water service.

PROVISION OF WASTEWATER CAPACITY

F. Obligation to Provide Wastewater Capacity. The use of each respective municipality's wastewater system shall be required by the County for any development within the property in accordance with that municipality's required connection schedule set forth in Exhibit "D".

G. Off-Property Wastewater Supply System. Septic tanks shall not be permitted

when central sewer is available as set forth in Exhibit "D".

H. Wastewater Use Benefit Fees and Rates. A developer developing any portion of the Property shall be obligated to pay the connection fees, and wastewater use benefit fees under the respective municipality's approved rate schedules that are applicable to out-of-municipality residents for connection of lots and parcels within the Property to that municipality's wastewater supply system, unless otherwise agreed between the developer and that municipality.

I. Wastewater Use Permit Requirements and Terms of Payment. Each municipality shall establish its own permit process and fee schedule for the provision of water service.

WATER REUSE FACILITIES

J. Provision of Reuse Water. The County shall require any portions of the Property receiving wastewater service to accept reuse water from the respective municipality in quantities equal or, at the developer/owner's sole discretion, exceed the amount of wastewater accepted from the developer/owner's property by that municipality for treatment.

K. Quantity and Price of Reuse Water. County shall cause each property owner within the Property to use reasonable efforts to utilize such quantities of reuse water as may be provided by Municipalities. Each property owner within the property shall pay the rate established by the respective municipality for all similar users of reuse water.

AVAILABILITY

L. Schedule for Availability of Capacity. Municipalities will not guarantee capacity availability in the future unless a reservation of such capacity is made. If an owner of a parcel within the Property wishes to obtain utility availability in the future and capacity is not available, the property owner shall enter into a utility agreement with the respective municipality for

the purpose of establishing the fees, timing, and other conditions satisfactory to the parties for the establishment of the requisite capacity.

M. Use of County Right-of-Way. Municipalities may use, at no charge, County right-of-way within the Municipalities and within the Property to provide utility service to municipal customers, or to otherwise install lines for the expansion or improvement of utility systems. Nothing herein shall preclude County from requiring a right-of-way utilization permit for such use.

ARTICLE 5

INTERGOVERNMENTAL COORDINATION

The parties shall incorporate this agreement into the intergovernmental coordination element of their respective comprehensive plans during the cycle of amendments following the adoption of this agreement. Any development orders issued thereafter by any party hereto inconsistent with this agreement shall be deemed inconsistent with the issuing party's comprehensive plan and a breach of this agreement, and may be challenged on that ground along with any other remedies available.

This agreement shall be submitted by the parties to the Department of Community Affairs for review and comment. However, the failure of the Department to approve this agreement shall not act to void or alter any of its provisions.

ARTICLE 6

TERM

This Agreement shall become effective upon the latest date of execution of the parties hereto and shall be enforced for a term (the "Term") expiring December 31, 2005, unless sooner terminated by mutual agreement of the parties. This agreement shall automatically renew in five year increments unless one of the parties hereto gives notice to the other party at least 120 days prior to

the end of the term then in effect that the electing party intends that the agreement expire at the end of the term then in effect. Such notice shall be by certified mail, return receipt requested. Such termination shall not be effective until such time as the party giving notice has held an advertised public hearing on the termination, and allowed the non-terminating parties the opportunity to be heard thereon.

ARTICLE 7

DEFAULT

A. In the event of a default by any party hereto, the non-defaulting party or parties shall have such rights and remedies provided by law and equity, including injunctive relief.

B. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default.

ARTICLE 8

SEVERABILITY

A. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

B. If this Agreement is challenged in any judicial or administrative proceeding (each party hereby covenanting not to initiate or pursue such challenge), the parties collectively and individually agree to defend its validity through final determination.

ARTICLE 9

GENERAL PROVISIONS

A. This Agreement may not be modified or waived orally and shall only be amended pursuant to an instrument in writing and jointly executed by all of the parties hereto, shall be enforceable by, binding upon and inure to the benefit of all the parties hereto. Any party to this Agreement shall have the right, but not the obligation, to waive (in writing) rights or conditions herein reserved for the benefit of such party.

B. This Agreement shall be governed by the laws of the State of Florida, and venue for any enforcement to enforce the provisions of this Agreement shall be in the Circuit Court in and for Lake County.

C. The headings of the Articles of this Agreement are inserted for convenience of reference and in no way define, limit or describe the scope or intent of, or otherwise affect this Agreement.

D. All covenants, agreements, representations and warranties made herein shall be deemed to have been material and relied on by each party to this Agreement. All parties have participated in the preparation of this Agreement, and the provisions hereof shall not be construed for or against any party by reason of authorship.

E. Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when (i) hand-delivered to the official hereinafter designated, or (ii) three (3) days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith, or (iii) the date of actual receipt of a courier delivery or facsimile transmission:

County:

Lake County, Florida

P.O. Box 7800
Tavares, Florida 32778
Attention: County Manager

Lake County, Florida
P.O. Box 7800
Tavares, Florida 32778
Attention: Planning Manager

Municipalities:

Town of Astatula
P.O. Box 609
Astatula, Florida 34705
Attn: Town Clerk

City of Clermont
P.O. Box 120219
Clermont, Florida 34712-0219
Attn: City Manager

City of Eustis
P.O. Drawer 68
Eustis, Florida 32727-0068
Attn: City Manager

City of Fruitland Park
506 West Berckman Street
Fruitland Park, Florida 34731
Attn: City Manager

City of Groveland
156 South Lake Avenue
Groveland, Florida 34736
Attn: City Manager

Town of Howey-in-the-Hills
P.O. Box 67
Howey-in-the-Hills, Florida 34737-0067
Attn: Mayor

Town of Lady Lake
225 West Guava Street

Lady Lake, Florida 32159
Attn: Town Manager

City of Leesburg
P.O. Box 490630
Leesburg, Florida 34749-0630
Attn: City Manager

City of Mascotte
P.O. Box 56
Mascotte, Florida 34753-0056
Attn: City Clerk

City of Minneola
P.O. Box 678
Minneola, Florida 34755
Attn: Mayor

Town of Montverde
P.O. Box 560008
Montverde, Florida 34756
Attn: Town Clerk

City of Mount Dora
P.O. Box 176
Mount Dora, Florida 32757
Attn: City Manager

City of Tavares
P.O. Box 1068
Tavares, Florida 32778-1068
Attn: City Administrator

City of Umatilla
P.O. Box 2286
Umatilla, Florida 32784-2286
Attn: City Administrator

F. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, with all counterparts together constituting one and the same instrument.

G. The provisions of this Agreement shall be liberally construed to effectuate the purposes hereof and the powers conferred by this Agreement shall be in addition and supplementary to the powers conferred by any general, local or special law, or by any charter of any public agency.

H. This Agreement is for the sole benefit of County and Municipalities, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing herein either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto 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 hereto and their respective representatives, successors, and assigns.

I. Nothing contained herein shall be construed to prevent the parties and other governmental agencies from entering into interlocal, first response, mutual aid or any other similar agreements for the provision of governmental services.

WHEREAS, the parties have set their hands and seals as of the date set forth below.

LAKE COUNTY, FLORIDA

BY: _____
County Chairman

DATE: _____

ATTEST: James C. Watkins, as
Clerk of the Board of County
Commissioners

BY: _____
Deputy Clerk

Approved as to form:

Sanford A. Minkoff
County Attorney

CITY OF MOUNT DORA, FLORIDA

By: _____
Paulette Alexander, Mayor

Date: _____

ATTEST:

Bernice Brinson
City Clerk

Approved as to form:

Gary J. Cooney
City Attorney

EXHIBIT "A"

ASTATULA JOINT PLANNING AREA MAP

CLERMONT JOINT PLANNING AREA MAP

EUSTIS JOINT PLANNING AREA MAP

FRUITLAND PARK JOINT PLANNING AREA MAP

GROVELAND JOINT PLANNING AREA MAP

HOWEY-IN-THE-HILLS JOINT PLANNING AREA MAP

LADY LAKE JOINT PLANNING AREA MAP

LEESBURG JOINT PLANNING AREA MAP

MASCOTTE JOINT PLANNING AREA MAP

MINNEOLA JOINT PLANNING AREA MAP

MONTVERDE JOINT PLANNING AREA MAP

MOUNT DORA JOINT PLANNING AREA MAP

TAVARES JOINT PLANNING AREA MAP

UMATILLA JOINT PLANNING AREA MAP

EXHIBIT "B"

ASTATULA JOINT UTILITY AREA MAP

CLERMONT UTILITY AREA MAP

EUSTIS UTILITY AREA MAP

FRUITLAND PARK UTILITY AREA MAP

GROVELAND UTILITY AREA MAP

HOWEY-IN-THE-HILLS UTILITY AREA MAP

LADY LAKE UTILITY AREA MAP

LEESBURG UTILITY AREA MAP

MASCOTTE UTILITY AREA MAP

MINNEOLA UTILITY AREA MAP

MONTVERDE UTILITY AREA MAP

MOUNT DORA UTILITY AREA MAP

TAVARES UTILITY AREA MAP

UMATILLA UTILITY AREA MAP

EXHIBIT "C"

Any developer desiring water service shall extend the respective municipality's transmission/distribution line in accordance with the following schedules:

ASTATULA

CLERMONT

EUSTIS

FRUITLAND PARK

GROVELAND

HOWEY-IN-THE-HILLS

LADY LAKE

LEESBURG

MASCOTTE

MINNEOLA

MONTVERDE

MOUNT DORA

For both potable and non-potable wells:

Single Family Residential	Within 200 feet
Minor Subdivisions	Within 500 feet
Minor Site Plans	Within 1,000 feet
Site Plans less than 10,000 Sq. Ft.	Within 1,000 feet
Site Plans 10,000 Sq. Ft. or greater but less than 30,000 Sq. Ft.	Within 2,500 feet
Site Plans 30,000 Sq. Ft. or greater	unlimited

Subdivisions less than 15 lots

Within 1,000 feet

Subdivisions 15 lots or greater
but less than 40 lots

Within 2,500 feet

Subdivisions 40 lots or greater

unlimited

TAVARES

UMATILLA

EXHIBIT "D"

Any developer desiring wastewater service shall extend the respective municipality's transmission/collection line in accordance with the following schedules:

ASTATULA

CLERMONT

EUSTIS

FRUITLAND PARK

GROVELAND

HOWEY-IN-THE-HILLS

LADY LAKE

LEESBURG

MASCOTTE

MINNEOLA

MONTVERDE

MOUNT DORA

Single Family Residential	Within 200 feet
Minor Subdivisions	Within 500 feet
Minor Site Plans	Within 1,000 feet
Site Plans less than 10,000 Sq. Ft.	Within 1,000 feet
Site Plans 10,000 Sq. Ft. or greater but less than 30,000 Sq. Ft.	Within 2,500 feet
Site Plans 30,000 Sq. Ft. or greater	unlimited
Subdivisions less than 15 lots	Within 1000 feet

Subdivisions 15 lots or greater
but less than 40 lots

Within 2,500 feet

Subdivisions 40 lots or greater

unlimited

TAVARES

UMATILLA

TO:

Lewis Stone

Date 2/25/00

FOR YOUR INFORMATION FROM:

Michael G. Stearman, City Manager

Duplicate copies have also been supplied to:

Pat Marshall

Cher Kao

City Commission

