

**INTERLOCAL AGREEMENT  
BETWEEN THE LAKE-SUMTER METROPOLITAN PLANNING  
ORGANIZATION, THE LAKE COUNTY BOARD OF COUNTY  
COMMISSIONERS, THE SUMTER COUNTY BOARD OF COUNTY  
COMMISSIONERS AND THE MUNICIPALITIES OF ASTATULA,  
CLERMONT, EUSTIS, FRUITLAND PARK, GROVELAND, HOWEY-IN-THE-  
HILLS, LADY LAKE, LEESBURG, MASCOTTE, MINNEOLA, MONTVERDE,  
MOUNT DORA, TAVARES, UMATILLA, AND WILDWOOD FOR CREATION,  
FUNDING AND IMPLEMENTATION OF A MASTER TRANSPORTATION  
CONCURRENCY MANAGEMENT SYSTEM PROGRAM**

**RECITALS**

**WHEREAS**, the Lake-Sumter Metropolitan Planning Organization (MPO) was created through interlocal agreement between Lake County, Sumter County, and the 14 municipalities of Lake County and was approved by Gov. Jeb Bush on December 9, 2003; and

**WHEREAS**, the MPO is responsible for managing a continuing, cooperative, and comprehensive transportation planning process for Lake and Sumter counties; and

**WHEREAS**, transportation concurrency is a growth management principle that ensures the necessary transportation facilities and services are available concurrent with the impacts of development; and

**WHEREAS**, new development must assure that adequate roadway capacity is available concurrent with the impacts of the proposed development and that the proposed development will not degrade the roadway below the adopted level of service standards; and

**WHEREAS**, the counties, the MPO and the municipalities wish to ensure that level of service standards for transportation facilities are maintained throughout the county; and

**WHEREAS**, the counties, the MPO, and the municipalities are working together to develop a centralized transportation concurrency management system that will facilitate effective intergovernmental coordination on transportation facilities; and

**WHEREAS**, the centralized transportation concurrency management system was developed by Lake County and has been turned over to the MPO for centralized implementation at no cost to the MPO; and

**WHEREAS**, Sumter County and the City of Wildwood have developed transportation concurrency management systems; and

**WHEREAS**, the MPO will, as part of such centralized transportation concurrency management system, maintain the data to be used by the counties and the municipalities in making their concurrency determinations.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

- 1.1 The foregoing recitals are true and correct and incorporated herein by reference.

**Article 2. Purpose**

- 2.1 The purpose of this Agreement is to implement a centralized database of transportation concurrency information that all parties to the agreement may utilize as part of their individual concurrency management systems as prescribed within their individual comprehensive plan and land development regulations. Data on development applications, vested and existing development, and traffic count information will be provided to the MPO by the counties and the municipalities. The MPO will maintain a database and model which will show impacts that proposed development will have on the transportation system and will provide results of such modeling to the counties and municipalities.

**Article 3. Procedure**

- 3.1 So that the centralized transportation concurrency management system (TCMS) will contain the most current information available, local governments will provide to the MPO any legally vested trips, any formally reserved trips and certificate of occupancy information. Initial information, to the extent available, shall be provided within ninety (90) days of the effective date of this agreement, and thereafter during the term of this agreement on a monthly basis.
- 3.2 Local governments may submit data from any applicant who is seeking a development approval for a project, including the traffic impact analysis, the number of proposed residential units and amount of non-residential square footage by use in accordance with the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual.
- 3.3 Upon receipt of such data by the MPO, the following procedure shall be implemented in order to provide the local government with the information required in a timely fashion:

- 1) Provided the data received is determined to be sufficient to issue a report of findings, the MPO will evaluate the data based upon existing road capacity information, including adopted level of service, existing trips, reserved trips and vested trips, and submit a report of its findings within 15 calendar days of receipt of the request.
- 2) If the local government determines that additional information should be factored into the analysis, it may submit its comments for evaluation to the MPO within 15 calendar days of the issuance of the MPO's concurrency report for that application.
- 3) The MPO will review additional information submitted by the local government and provide final comments within 15 calendar days of the submittal of new information.
- 4) If the facility is a SIS (Strategic Intermodal System) facility or if the facility is a non-SIS state facility operating at 90 percent capacity or greater, the Florida Department of Transportation (FDOT) will be consulted for comments on proposed impacts. If no comments are received from FDOT within 30 days, the MPO will issue its report based upon existing data.

**3.4** The MPO will not make concurrency determinations on behalf of any local government. The MPO will issue a report of findings based on the data maintained by the MPO and the data submitted by the local government. The responsibility to make concurrency determinations on development applications remains with the local government.

**3.5** The MPO will, upon request, assist any government in assessing needed changes by such local government to its comprehensive plan policies or land development regulations related to transportation concurrency or transportation impacts.

#### **Article 4. Term**

**4.1** This Agreement shall become effective January 1, 2008.

**4.2** This Agreement shall remain in effect until terminated by the parties to this Agreement, or as otherwise provided by law. Any party may withdraw from this Agreement after presenting, in written form, a notice of intent to withdraw presented to the other parties of this Agreement, at least ninety (90) days prior to the intended date of withdrawal. The withdrawing party and the remaining parties shall execute a memorandum reflecting the legal withdrawal of the party and the alteration of list of parties that are signatories to this Agreement.

**4.3** If for any reason this Agreement is terminated, the TCMS and its associated data will be returned to Lake County at no cost to the County. The transportation concurrency management systems of Sumter County and the City of Wildwood will also be returned at no cost.

### **Article 5. Funding**

- 5.1 Each local government will pay the MPO to fund the TCMS an amount based upon its population percentage, as attached hereto and incorporated herein as Exhibit A. The initial payments shall be made by January 1, 2008 and thereafter shall be made October 1 of each year.
- 5.2 In each odd numbered year, the population figures and related contributions will be reviewed and adjusted as necessary for population changes. Funding contributions will be adjusted based upon Bureau of Economic and Business Research (BEBR) population figures. The updated information will be provided to each local government by May 31st. The new contribution rates shall become effective October 1st.

### **Article 6. Annual Report**

- 6.1 An Annual Report on the status of all facilities included in the TCMS shall be published each year and may be used in the MPO annual project prioritization process.

### **Article 7. General Provisions**

- 7.1 This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which is executed shall be an original, and such counterparts together shall constitute one and the same instrument.
- 7.2 Amendments or modifications to this Agreement may only be made by written agreement signed by all parties hereto, with the same formalities as the original agreement.
- 7.3 This agreement shall be recorded in the official public records of each county.

# EXHIBIT A - MASTER TCMS INTERLOCAL AGREEMENT

## POPULATION & TCMS BUDGET BREAKDOWN

TOTAL FISCAL YEAR 2007/08 TCMS BUDGET	\$130,000
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LAKE POPULATION	276,783	77.02%	\$100,120
SUMTER POPULATION	82,599	22.98%	\$29,880
TOTAL POPULATION	359,382		

LAKE COUNTY BUDGET			FY 07/08	Jan 1, 2008 to Sept 30, 2008 75% Pro-Rated
County Population	276,783	County Budget	\$100,120	\$75,090

Astatula	1,591	0.57%	\$580	\$440
Clermont	22,097	7.98%	\$7,990	\$5,990
Eustis	17,766	6.42%	\$6,430	\$4,820
Fruitland Park	3,628	1.31%	\$1,310	\$980
Groveland	5,923	2.14%	\$2,140	\$1,610
Howey-in-the-Hills	1,156	0.42%	\$420	\$320
Lady Lake	12,805	4.63%	\$4,630	\$3,470
Leesburg	18,841	6.81%	\$6,820	\$5,110
Mascotte	4,270	1.54%	\$1,540	\$1,160
Minneola	9,440	3.41%	\$3,410	\$2,560
Montverde	1,183	0.43%	\$430	\$320
Mount Dora	11,125	4.02%	\$4,020	\$3,010
Tavares	12,552	4.53%	\$4,540	\$3,400
Umatilla	2,672	0.97%	\$970	\$730
<b>Total Incorporated</b>	<b>125,049</b>	<b>45.18%</b>	<b>\$45,230</b>	<b>\$33,920</b>

Total Unincorporated	151,734	54.82%	\$54,890	\$41,170
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SUMTER COUNTY BUDGET			FY 07/08	Jan 1, 2008 to Sept 30, 2008 75% Pro-Rated
County Population	82,599	County Budget	\$29,880	\$22,420

Unincorporated	73,393	50%	\$14,940	\$11,210
Incorporated	9,206	50%	\$14,940	\$11,210

Bushnell	2,327	25.28%	\$3,780	\$2,830
Center Hill	893	9.70%	\$1,450	\$1,090
Coleman	655	7.11%	\$1,060	\$800
Webster	767	8.33%	\$1,240	\$930
Wildwood	4,564	49.58%	\$7,410	\$5,560