

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 5, 2017

Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The Interlocal Agreement with the Town of Palm Beach (Town) regarding airport zoning regulations.

Summary: This Interlocal Agreement with the Town allows for the adoption of consistent airport zoning ordinances regulating certain land development activity in the vicinity of Palm Beach International Airport (PBI), pursuant to Chapter 333 of the Florida Statutes. Countywide (LB)

Background and Justification: The Florida Legislature recently amended Florida Statutes Chapter 333, which now requires every political subdivision having an airport hazard area (any area where an airport hazard/obstruction might be established) within its territorial limits to adopt, administer, and enforce local airport zoning regulations. This airport hazard area encompasses many municipalities within the boundaries of Palm Beach County (County) near one of the four County owned airports. The law also requires affected governments to utilize a common set of airport zoning regulations, and adopt interlocal agreements to insure coordinated application of these laws.

In order to abide by the recent changes to the Florida Statutes, the County adopted amendments to its airport zoning regulations to reflect the changes in state law. As such, the County has reached out to the affected municipalities in an effort to encourage them to adopt the appropriate portions of the County's airport zoning regulations and enter into an interlocal agreement with the County to meet the new statutory requirements. This Interlocal Agreement is the first of several which will be entered into to meet the new requirements.

Attachments:

- 1. Interlocal Agreement – 2 originals

Recommended By: [Signature] 11/6/17
Department Director Date
Approved By: [Signature] 11/15/17
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Does this item include the use of federal funds? Yes _____ No _____

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no Fiscal Impact for this item.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

J. M. [Signature] 11/8/17
 OFMB

J. S. Jacobson 11/13/17
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

Doc. 103-2017
Resol No. 185-2017

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY
AND THE TOWN OF PALM BEACH
REGARDING AIRPORT ZONING REGULATION**

This Interlocal Agreement is made and entered between the TOWN OF PALM BEACH, (hereafter the "Town") and PALM BEACH COUNTY, (hereafter, the "County") (jointly, the "parties hereto"), this _____ day of _____, 2017.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to enter into interlocal agreements providing for the joint exercise of any power, privilege or authority which the public agencies involved share in common and which each might exercise separately; and

WHEREAS, pursuant to Section 333.03(1)(a), Florida Statutes, the Town and the County have adopted consistent airport zoning ordinances regulating certain land development activity in the vicinity of Palm Beach International Airport (hereinafter "Airport"), and desire to administer and enforce the same in a coordinated manner as set forth in this Interlocal Agreement (hereinafter "Agreement"); and

WHEREAS, the Town and the County are required by Section 333.03(1)(b), Florida Statutes, to either: 1) enter into an interlocal agreement in accordance with Section 333.03(1)(b)(1), or 2) by ordinance or resolution create a joint airport zoning board pursuant to Section 333.03(1)(b)(2); and

WHEREAS, the Town and the County have determined that the requirements of Section 333.03(1)(b), Florida Statutes can best be met by entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises as contained herein, the sufficiency of which are hereby acknowledged, the Town and the County agree as follows:

1. Maintenance and Enforcement of Zoning Regulations – The Town and the County shall enforce their airport zoning regulations as they now exist, or as they may be hereafter amended or established from time to time, within their respective jurisdictional boundaries. The Town and the County shall assure compliance with the minimum requirements set forth in Section 333.03(1)(c), Florida Statutes and make clear their intent to prevent encroachment into the Airport operational area or the FAA, Title 14, CFR, Part 77, airspace surfaces.
2. Notification Provided to the County – The Town shall, in writing, notify the County of each and every of the following:
 - A. Amendments – Any proposed amendment to the Town’s Land Development Code or Comprehensive Plan that may directly or indirectly affect any property within the 65 DNL area as depicted in the airport zoning regulations, or the Airport Hazard Area as defined in Section 333.01(4), Florida Statutes, shall be disclosed to the County no later

Exhibit A

than thirty (30) calendar days prior to the date set for the initial Local Planning Agency public hearing to consider such amendments.

- B. Applications – Obstacle Hazards to Air Navigation – Any Application for development activity, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance, or any other official action of the Town that will have the effect of permitting the development or alteration of land or a structure (hereafter, “Application”) for any property owned or controlled by any petitioner required to provide notice or prevent a hazard defined by Section 333.025, Florida Statutes, and/or Title 14, CFR Parts 77.13, 77.17, 77.21, 77.23, 77.25, and 77.29, which include notice requirements and technical definitions for obstacles dangerous to air navigation, shall be disclosed to the County within ten (10) calendar days of the filing of such Application.
 - C. Application – Noise Compatible Land Use – Any Application for development activity for any property within the area of a 65 DNL noise contour as designated in the airport zoning regulations, including any building permit, development order, subdivision approval, rezoning, conditional use, comprehensive plan amendment, non-conforming petition, variance or any other action of the Town which would have the effect of permitting development or alteration of land structure, shall be disclosed to the County within ten (10) calendar days of the filing of such Application.
 - D. Application – Education Facilities Near Airports – Any Application for a public or private educational facility within any area starting at any end of any Airport runway, extending five (5) miles along the runway extended center line and having a width of one-half the length of the runway, shall be disclosed to the County within ten (10) calendar days of the filing of such Application.
 - E. Applications – Staff Discretion – Any Application for development activity that could reasonably be expected to have an impact on the Airport shall be disclosed to the County within ten (10) calendar days of the filing of such application. Application expected to have an impact on the Airport include, without limitation, any Application reflecting a potential hazard to air navigation or a potential land use that is incompatible with normal airport operations or endangers that public health, safety or welfare, and any Application for activities such as sanitary landfills, bird and other wildlife attractants, congregations of people, or emissions of light, smoke or other impairments to visibility, and landfills not otherwise prohibited by the airport zoning regulations.
 - F. Correspondence – When the Town corresponds with the FAA or the FDOT regarding Airport operations, the Town shall simultaneously provide the County with a copy of said correspondence.
3. County Comments – The County may provide comments on any Code or Plan amendment or Application for which notice provided as required in Section 2, above, within fourteen (14) calendar days of receipt of notice as to any building permit and within thirty (30) calendar days of receipt of notice as to all other application. The Town must consider, but shall not be bound by, all County comments before making its final decision regarding each such amendment or Application.
4. Notification Provided to the Town – The County shall provide the following to the Town:

Exhibit A

- A. Correspondence to and from FAA and FDOT – The County shall copy the Town with all correspondence to and from the FAA and FDOT Aviation relating to operation, maintenance, planning, evaluation, reporting, permitting and/or construction at, or for, the Airport which could reasonably be expected to affect the interests of the Town.
 - B. Airport Master Plan -The County shall provide the Town with copies of all correspondence concerning the Airport Master Plan and shall provide the Town with copies of all Airport Master Plan or amendment drafts, upon request. The County shall provide copies to the Town of the final version of any proposed amendments or updates to the Airport Master Plan pursuant to Section 333.06(4), Florida Statutes.
 - C. Change in Use, Activities or Operations – The County shall provide written notice to the Town of any change in Airport use, activities or operations which may reasonably be expected to have a material impact on adjacent and nearby land uses. Such notice shall be in writing and provided at least ten (10) calendar days before the change is implemented.
- 5. Enforcement of Agreement – Each party hereto may enforce this Agreement by any legal means whatsoever.
 - 6. Recording and Filing – This Agreement (and all future amendments hereto, if any) shall be recorded in the Public Records of Palm Beach County, Florida.
 - 7. Amendment – This Agreement may be amended from time to time, as deemed desirable or necessary, and shall be amended, to the extent required by law.
 - 8. Term of Agreement – This Agreement shall be for a term of five years and will be automatically renewed every five years for additional five-year terms. Any objection by one party to renewal of this Agreement must be sent in writing to the other party at least ninety days prior to the end of the term.
 - 9. Governing Statutes – Chapter 333, Florida Statutes, Airport Zoning, and Title 14, CFR, Part 77, Objects Affecting Navigable Airspace, subparts A, B, and C shall be utilized to clarify ambiguities, if any, with regard to relevant aspects of the Agreement, including its scope use, obstruction standards and definitions. Future amendments to Chapter 333 or Part 77 may also be utilized to clarify ambiguities with respect to the interpretation of this Agreement.
 - 10. Sovereign Immunity – The Parties agree that nothing contained herein is intended to, nor shall be construed as, a waiver of the County or Town’s rights and immunities under common law of Section 768.28, Florida Statutes, as might be amended from time to time.
 - 11. Construction – The Parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this agreement.
 - 12. Notice – Any official notice or correspondence, copy of correspondence, copy of Application, copy of Airport Master Plan and/or Airport Layout Plan amendment or update, copy of report, request for comment, or other written communication that is

Exhibit A

required by the terms of this Agreement by either the Town or the County shall be provided to the following:

To the County: Jerry L. Allen, AAE
Deputy Director
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406
(561) 471-7400

To the Town: Paul Castro, Zoning Administrator
Planning, Zoning and Building Department
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

[SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year written above.

ATTEST:

Gwen Perce
Gwen Perce Town Clerk
(SEAL)

THE TOWN OF Palm Beach

Mayor Gail Coniglio
, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
, Town Attorney

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

By: _____
Deputy Clerk
(SEAL)

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Director of Airports