

Village of Royal Palm Beach
Village Council
Agenda Item Summary

Agenda Item:

APPROVAL AND AUTHORIZATION FOR THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY REGARDING AIRPORT ZONING REGULATION. BY VILLAGE ATTORNEY KEITH W. DAVIS, ESQ.

Issue:

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. Pursuant to Section 333.03(1)(a), Florida Statutes, the Village and Palm Beach County ("County") have adopted consistent airport zoning ordinances regulating certain land development activity in the vicinity of Palm Beach International Airport ("Airport"), and desire to administer and enforce the same in a coordinated manner as set forth in an Interlocal Agreement ("Agreement"). The Village 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). The Village 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.

Substantively, under this Agreement:

- The Village and County agree to enforce and maintain their airport zoning regulations within their respective jurisdictions to ensure compliance with state law;
- The Village agrees to provide written notice to the County in the event of proposed amendments to the Village's land development regulations or Comprehensive Plan that may affect any property within the Airport Land Use Noise Zone area as depicted in the airport zoning regulations or the Airport Hazard Area; when receiving select applications for development activity (obstacle hazards to air navigation, noise compatible land use, impact on the Airport); and when communicating with the Federal Aviation Administration ("FAA") or the Florida Department of Transportation ("FDOT") regarding airport operations;

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Village Attorney	Approval	1-20-2022	Action

- The County is permitted to provide comments on the above-referenced items for Village consideration prior to final action by the Village;
- The County agrees to provide written notice to the Village when corresponding with the FAA or the FDOT regarding airport operations maintenance, planning, evaluation, reporting, permitting and/or construction at, or for, the Airport which could reasonably be expected to affect the interests of the Village; corresponding about the Airport Master Plan and amendments thereto; and when any change in Airport use, activities or operations which may reasonably be expected to have a material impact on adjacent and nearby land uses;
- The Village and the County agree to an initial term of five (5) years, with automatic five-year renewals unless one party provides at least ninety (90) days' notice of objection to the renewal; and
- The Village and the County agree to provisions regarding recordation, the Agreement amendment process, governing law, sovereign immunity, construction and notice.

Recommended Action:

Upon Council review, staff recommends a motion to approve.

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Village Attorney	Approval	1-20-2022	Action

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY
AND VILLAGE OF ROYAL PALM BEACH
REGARDING AIRPORT ZONING REGULATION**

This Interlocal Agreement is made and entered into between the VILLAGE OF ROYAL PALM BEACH, (hereafter the “Village”) and PALM BEACH COUNTY, (hereafter, the “County”) (jointly, the “parties hereto”), this _____ day of _____, 2022.

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 Village 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 Village 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 Village 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 Village and the County agree as follows:

1. Maintenance and Enforcement of Zoning Regulations – The Village 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 Village 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 Village shall, in writing, notify the County of each and every of the following:
 - A. Amendments – Any proposed amendment to the Village’s Land Development Code or Comprehensive Plan that may directly or indirectly affect any property within the Airport Land Use Noise Zone (ALUNZ) 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 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 Village 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 Airport Land Use Noise Zone (ALUNZ) 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 Village 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. 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.
 - E. Correspondence – When the Village corresponds with the FAA or the FDOT regarding Airport operations, the Village 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 fourteen (14) calendar days of receipt of notice as to all other applications. The Village 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 Village – The County shall provide the following to the Village:
 - A. Correspondence to and from FAA and FDOT – The County shall copy the Village 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 Village.
- B. Airport Master Plan -The County shall provide the Village with copies of all correspondence concerning the Airport Master Plan and shall provide the Village with copies of all Airport Master Plan or amendment drafts, upon request. The County shall provide copies to the Village 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 Village 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 (5) years and will be automatically renewed every five (5) years for additional five (5) year terms. Any objection by one party to renewal of this Agreement must be sent in writing to the other party at least ninety (90) 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 Village’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 required by the terms of this Agreement by either the Village or the County shall be provided to the following:

To the County: Deputy Director – Airports Development
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406
(561) 471-7400

To the Village: Raymond C. Liggins
Village Manager
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411
(561) 790-5100

[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:

Joseph Abruzzo, Clerk and Comptroller

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

By: _____
Clerk

By: _____
Robert S. Weinroth, Mayor

(SEAL)

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Director of Airports

ATTEST:

**VILLAGE OF ROYAL PALM BEACH,
FLORIDA**

By: _____
Village Clerk

By: _____
Fred Pinto, Mayor

(SEAL)

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

By: _____
Village Attorney