

**Agenda Item:** 2.c

**Meeting Date:** October 1, 2019

## MEMORANDUM

**To:** City Commission

**Date:** 2019-08-23

**From:** Greg Rice

**Subject:** Approve the Interlocal Agreement Between Pinellas County and the City of Dunedin to Establish the Dunedin Planning Area

**Presenter(s):** Frances Sharp, Planner II and Greg Rice, Director of Planning and Development

**Recommend:** Staff recommends to approve the execution of the Planning Area Interlocal Agreement.

**Epic Goal(s):** 3. Promote Dunedin as The Premier Coastal Community, protecting and improving our natural resources for the enjoyment of all.

**Boards & Committees:** None

**Budget Impact:** None

**Past Action:** The City entered into the last Planning Area Interlocal Agreement on February 25, 1995. The Interlocal Agreement expired on September 30, 2005.

**Next Action:** Transmit to Pinellas County for execution of the agreement

**Attachments:** [A. Interlocal Agreement re Planning Area Full.pdf](#),

**Background:** Pursuant to the Community Planning Act, Chapter 163.3171, Florida Statutes, an incorporated municipality or municipalities and a county or counties may

enter an interlocal agreement to permit the joint exercise of certain planning responsibilities for the unincorporated areas that are adjacent to the city or cities. On February 25, 1995, the City entered into an interlocal agreement with Pinellas County to establish the City's planning area that includes the adjacent unincorporated areas unincorporated areas in the City's comprehensive plan. The Planning Area Interlocal Agreement allows the City to annex properties within the established planning area and avoid the lengthy process of amending the comprehensive plan with Pinellas County in order for the City land use and zoning provisions to take effect. Additionally, the interlocal agreement establishes an intergovernmental coordination and cooperation with Pinellas County in the comprehensive transportation planning process to assure facilities will be properly located and developed in relation to the overall community development. The interlocal agreement expired on September 30, 2005.

The proposed Planning Area Interlocal Agreement contains the standard provisions used for other existing interlocal agreements that establish municipal planning areas for the cities of Clearwater, Pinellas Park, Safety Harbor and Largo. The proposed planning area will remain unchanged since the initial interlocal agreement. The proposed term for the Planning Area Interlocal Agreement will be for 10 years. The proposed Planning Area Interlocal Agreement was reviewed by Pinellas County with no comments or objections. The attachment provides the draft interlocal agreement with exhibits to reflect the proposed planning area.

Staff recommends approval for the execution of the proposed Planning Area Interlocal Agreement.

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF  
DUNEDIN TO ESTABLISH THE DUNEDIN PLANNING AREA**

THIS INTERLOCAL AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida (herein the "County"), and the CITY OF DUNEDIN, FLORIDA, a Florida municipality (herein the "City").

**WHEREAS**, both the County and the City exercise comprehensive planning authority pursuant to the Community Planning Act, as set forth in Part II of Chapter 163, Florida Statutes, and enforce land development regulations to regulate the development of land within the respective jurisdiction of each party; and

**WHEREAS**, numerous parcels of unincorporated land subject to the planning jurisdiction of the County are enclaves or are otherwise within adjacent areas of possible future voluntary annexation by the City, but lie outside of the planning jurisdiction of the City; and

**WHEREAS**, Ch. 163.3171, provides that a county and an incorporated municipality may jointly exercise the powers granted under the provisions of the Ch. 163, Part II, the Community Planning Act, upon formal adoption of an official agreement by the governing bodies, following a public hearing with public notice, and

**WHEREAS**, the City and the County desire to engage in joint planning activities; and

**WHEREAS**, Pinellas County's Strategic Plan contains a goal to "Foster Continual Economic Growth and Vitality" that includes a strategy to "invest in communities that need the most"; and

**WHEREAS**, the County and the City wish to participate cooperatively in the performance of a coordinated, comprehensive transportation planning process to assure facilities will be properly located and developed in relation to the overall community development; and

**WHEREAS**, the parties hereto entered into the Interlocal Agreement dated February 25, 1995, for the purpose of creating the Dunedin Planning Area and establishing procedures for the joint designation of municipal land use designations of unincorporated land that may be annexed by the City in the future; and

**WHEREAS**, said Interlocal Agreement expired on September 30, 2005; and

**WHEREAS**, the City of Dunedin Planning Area Map (Exhibit B) depicts the areas subject to this Agreement; and

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants set forth, the County and the City agree as follows:

SECTION 1. **Authority.** This Interlocal Agreement is entered into pursuant to Section 163.3171 (3), Florida Statutes, the Community Planning Act (herein, Planning Act) and Section 163.01, the Florida Interlocal Cooperation Act of 1969.

SECTION 2. **Term.** The initial term of this Interlocal Agreement shall be ten (10) years commencing on the first date written above. The term of this Interlocal Agreement may be extended for an additional ten (10) years upon mutual agreement of both parties.

SECTION 3. **Dunedin Planning Area Created.** The County and City hereby designate those lands described in Exhibit A and graphically depicted in Exhibit B as the Dunedin Planning Area (DPA).

SECTION 4. **Planning Authority for Dunedin Planning Area.**

- (a) The County shall have full authority for the preparation and adoption of the Comprehensive Plan and any amendments thereto pursuant to the Planning Act, and for the adoption, amendment and enforcement of land development regulations thereunder, for all parcels of property within the DPA lying outside the corporate limits of the City unless and until such parcel is annexed by the City.
- (b) The City, in preparing and adopting its Comprehensive Plan (Plan) for the development of land within the City, and amendments thereto, may include the Dunedin Planning Area within the City's Plan in order to advise both the County and the owners of parcels of property therein of the City's Plan for the DPA. The City acknowledges that the inclusion in the City's Plan of parcels of property within the DPA which lie outside the corporate limits of the City shall not be binding on the County or the property owners prior to such annexation of such parcels by the City.
- (c) Any affected person within the Dunedin Planning Area shall have standing to participate in any administrative, legislative, quasi-judicial or judicial proceeding in which the adoption or effect of the City's comprehensive plan or any amendment thereto upon the affected person's property is an issue, and may challenge the adoption of the plan or any amendment thereto, to the same extent that the affected person would have standing if the property were included within the boundaries of the City. For the purpose of this sub-paragraph, "affected person" includes the owner of the property and any person residing upon it or owning or operating a business thereon, and shall be synonymous with the "affected person" as defined by Section 163.3184(1)(a), Florida Statutes (2018), as the same may be amended from time to time.
- (d) In the event that an owner of property within the DPA applies to the City for voluntary annexation of the property, the owner may assent to the City's Plan as it applies to the property if the City's Plan provides for intensity of use or density which is equal to or less than the County's Comprehensive Plan. In such case, the City's Plan shall take effect for the annexed property at the time of annexation.

- (e) If the property owner's assent is not provided or the designation of the property provides for intensity of use or density that is greater than the County's Comprehensive Plan, it shall require an amendment to the City's Plan and be subject to any necessary amendments to the Countywide Plan Map maintained by Forward Pinellas.
- (f) Property in the Dunedin Planning Area shall become subject to the planning authority of the City upon the effective date of annexation by the City as provided by Section 171.062, Florida Statutes (2018).

SECTION 5. **Joint Planning Studies.** The City and the County recognize that certain areas within the DPA have particular community needs. The City and County may cooperatively and voluntarily engage in joint planning studies for areas of mutual concern. Such joint planning studies shall be mutually adopted by the City and County for their respective jurisdictions. In the event that a property voluntarily annexes into the City, the City's plan shall take effect upon annexation to the extent allowed by law and this Interlocal Agreement.

SECTION 6. **Conflict Resolution.**

- (a) In the event that a disagreement or conflict arises regarding the application or interpretation of this Interlocal Agreement, the parties shall attempt to resolve the matter through informal negotiation.
- (b) If a dispute cannot be resolved informally, the parties agree to follow the provisions of Ch. 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act."

SECTION 7. **Notice.** All notices pursuant to his agreement shall be in writing and sent via certified mail, return receipt requested to the following:

If to the County:  
 County Administrator  
 Pinellas County Courthouse  
 315 Court Street  
 Clearwater, FL 33756

With a Copy to:  
 Pinellas County Attorneys Office  
 315 Court Street  
 Clearwater, FL 33756

If to the City, to:  
 Jennifer K. Bramley, City Manager  
 City of Dunedin  
 542 Main Street  
 Dunedin, FL 34698

With a Copy to:  
 Thomas J. Trask, City Attorney  
 Trask Daigneault, LLP  
 1001 S. Ft. Harrison Avenue, Suite 201  
 Clearwater, FL 33756

SECTION 8. **Construction.** This Interlocal Agreement shall be construed as an expression of interlocal cooperation enabling each party to make the most efficient use of its powers in furtherance of the objectives of the Community Planning Act. However, this Interlocal Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

SECTION 9. **Termination.** Either party may terminate this Interlocal Agreement upon 60 days notice to the other.

SECTION 10. **Filing; effective date.** As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, after execution by the parties, and shall take effect upon the date of filing.

**PINELLAS COUNTY, FLORIDA**

**CITY OF DUNEDIN**, a municipal corporation of the State of Florida

By: \_\_\_\_\_  
Karen Seel, Chairperson

By: \_\_\_\_\_  
Julie Ward Bujalski, Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Denise Kirkpatrick, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Thomas J. Trask, City Attorney

Exhibit A

Legal Description of the Dunedin Planning Area

Begin at the southwestern corner of Section 35, Township 28 South, Range 15 East, Pinellas County, Florida;

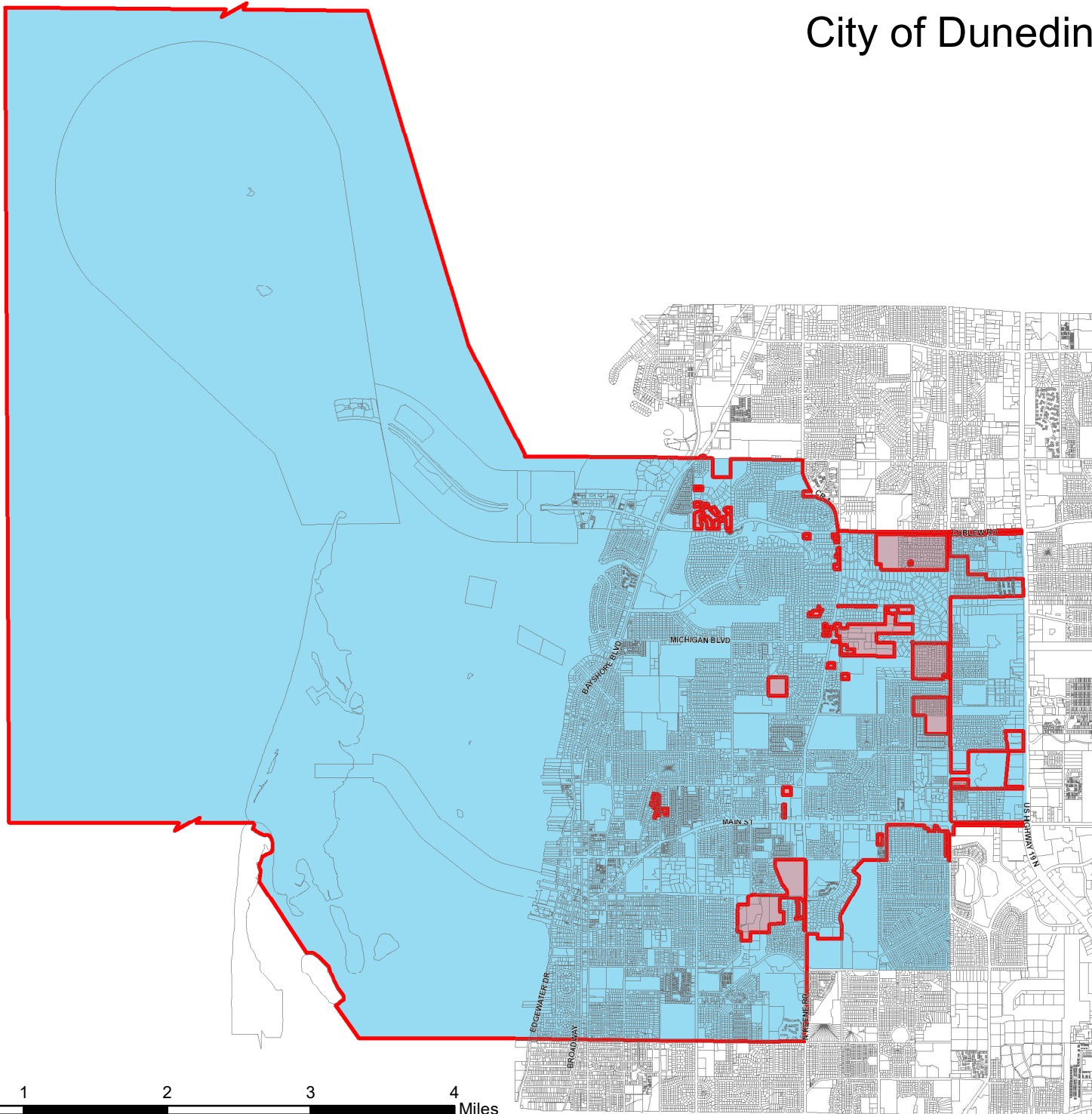
1. Thence easterly along the southern boundary line of Section 35, Township 28 South, Range 15 East to the eastern right-of-way line of Keene Road (County Road No. 1), wheresoever found;
2. Thence northerly along the eastern right-of-way line of Keene Road (County Road No. 1), wheresoever found, to a point on the southern boundary line of the north half of Section 36, Township 28 South, Range 15 East;
3. Thence easterly along the southern boundary line of the north half of Section 36, Township 28 South, range 15 East to a point on the range line separating Range 15 and Range 16, also being a point on the western boundary line of Section 31, Township 28 South, Range 16 East;
4. Thence northerly along said range line to the northeastern corner of Section 36, Township 28 South, Range 15 East;
5. Thence northerly along said range line which is also the eastern boundary line of Section 25, Township 28 South, Range 15 East to a point 396.00 feet south of northern boundary line of the southwest quarter of Section 30, Township 28 South, Range 16 East, said point being on the westerly extension of the southerly boundary line of Parcel 32/02;
6. Thence easterly into Range 16 along the extension of said southerly boundary line of Parcel 32/02 and its southern boundary line approximately 150 feet to the southeastern corner of said Parcel 32/02 in said southwest quarter of Section 30;
7. Thence northerly along the eastern line of said Parcel 32/02 to a point in the southern right-of-way line of State Road 580, wheresoever found;
8. Thence easterly along the southern right-of-way line of State Road 580, wheresoever found, to a point on the western right-of-way line of U.S. Highway 19 (State Road No. 55), wheresoever found, in and near the center of Section 30, Township 28 South, Range 16 East;
9. Thence northerly along the western right-of-way line of U.S. Highway 19, wheresoever found, to the intersection of the western right-of-way line of U.S. Highway 19 with the right-of-way line of Curlew Road (State Road No. 586);
10. Thence westerly along the northern right-of-way line of Curlew Road (State Road No. 586) to the western boundary Section 18, Township 28 South, Range 16 East and the eastern boundary of Section 13, Township 28 South, Range 15 East;
11. Thence continue westward along the northern right-of-way line of Curlew Road (State Road No. 586) to the centerline of County Road No. 1 (Omaha Street);
12. Thence follow County Road No. 1 (Omaha Street) centerline northerly and westerly to where it meets the western section line of Section 13, Township 28 South, Range 15 East, and the eastern section line of Section 14, Township 28 South, Range 15 East;

13. Thence northerly along the western section line of Section 13, Township 28 South, Range 15 East and the eastern section line of Section 14, Township 28 South, Range 15 East to the northeastern corner of Section 14, Township 28 South, Range 15 East;
14. Thence westerly along the northern boundary line of Section 14, Township 28 South, Range 15 East to the northeastern corner of Section 15, Township 28 South, Range 15 East;
15. Thence continue westerly along the prolongation of the northern boundary line of the northwest quarter of said Section 14 a distance of 4880.77 feet to a point on the centerline of the Intracoastal Waterway in St. Joseph's Sound, Pinellas County, Florida;
16. Thence northerly along the centerline of said Intracoastal Waterway a distance of 80.41 feet to a point of intersection of centerlines of said Intracoastal Waterway;
17. Thence North 27° 08' 05" West along the centerline of said Intracoastal Waterway a distance of 4539.01 feet to a point of intersection of centerlines of said Intracoastal Waterway;
18. Thence North 16° 52' 44" West along the centerline of said Intracoastal Waterway to a point in the parallel of latitude at Latitude 28° 06' 00" North in Pinellas County, Florida;
19. Thence westerly along said Parallel 28° 06' 00" North into and through the waters of the Gulf of Mexico to the territorial limits of the State of Florida;
20. Thence southerly along the western boundary line of said territorial limits of the State of Florida through the waters of the Gulf of Mexico to a point on a line which is the westerly extension of the northern boundary of the property deeded to the Clearwater Marine Science Center, Inc., as recorded in Official Record Book 5899, pages 1300 through 1302;
21. Thence easterly along said westerly extension of the northern boundary of the property deeded to the Clearwater Marine Science Center, Inc., to the northern boundary of the property deeded to the Clearwater Marine Science Center, Inc., and farther easterly along the northern boundary of the property deeded to Edwin R. Hunter as recorded in Official Record Book 5665, pages 309 through 312 to the intersection of said property owned by Edwin R. Hunter and the low tide line of Dunedin Pass;
22. Thence southeasterly through the waters of Dunedin Pass and Clearwater Harbor to the westerly extension of the centerline of Union Street, and centerline also being the southern boundary lines of Sections 32 and 33, Township 28 South, Range 15 being in the water of Clearwater Harbor;
23. Thence easterly along the southern boundary line of Township 28 South, Range 15 East to the southwestern corner of Section 35, Township 28 South, Range 15 East Pinellas County, Florida, being Point of Beginning.








# Exhibit B City of Dunedin Planning Area



### Legend

-  City Limits
-  City Limits Enclave 9
-  Dunedin Planning Area

