

# Agenda and Meeting Notes

## Interlocal Service Boundary Agreement/Annexation Workgroup Meeting

June 30, 2009 ♦ 2:00 p.m.

Oldsmar Library – 400 St. Petersburg Drive East, Oldsmar

- I. Call to Order – Bruce Haddock, Oldsmar City Manager and Co-Chair of the Workgroup, opened the meeting at 2:00 p.m. Introductions around the table followed.
- II. Approval of the Meeting Notes – There were no comments on the notes for the February 5, 2009 meeting and they were approved as drafted.
- III. Review Municipal Counterproposal on Annexation Process

Mike Staffopoulos, Assistant City Manager, Largo, explained, item by item, the Municipal Counterproposal to the annexation process changes that had been earlier recommended by Pinellas County. County staff presented their response to each item of the Counterproposal. (See the attached Municipal Counterproposal for the exact verbiage.)

**Counterproposal Section 1** - County and Municipalities agree on this item – no further discussion.

**Counterproposal Section 2 –**  
Subsection 2a - County and Municipalities agree

Subsection 2b – The County wants to add a paragraph 2b to this item, which would include a definition of “unincorporated service area”. County staff agreed with the comment that neither the County Proposal nor the Municipal Counterproposal use this term; however, it was noted that the map resulting from this process is expected to identify unincorporated as well as municipal service areas.

Subsection 2c - Pinellas County proposed adding an additional sentence at the end of this subsection to clarify under what conditions a land use amendment would be necessary after a property is annexed. There was some discussion among the Workgroup on this proposed addition. County staff stated that they are in the process of revising this additional language to clarify that if the municipal plan applies the same FLUM designation as the County’s Plan, then a plan amendment would not be needed unless the municipal designation permitted land uses that are not allowed in the comparable County designation. This revised language is still being developed and will be available before the next Workgroup meeting. County staff indicated that the comparison would focus on the range of uses and not on FARs and ISRs.

There was a question about whether Chapter 163 already exempts annexations from the requirement for a plan amendment. It was the understanding of the County that exemptions are only allowed if there is an interlocal agreement between the County and the annexing municipality.

**Counterproposal Section 3** – This section discussed the conditions under which a municipality would be able to annex properties. While the County supports providing a more flexible process for annexation of enclaves, the scope of the Municipal Counterproposal encompasses all unincorporated areas within a municipal service area and is not supported by the County. The County may be willing to look at greater flexibility for annexing Type A and Type B enclaves. It was noted that Ordinance 00-63 permitted annexation of non-contiguous parcels within a Type A enclave. In response to the question of whether the County is still willing to consider this, it was noted that the County Administrator does not support the annexation of non-contiguous properties within enclaves. County staff identified four factors that the County would like to consider when developing a process for annexation within enclaves. (These were listed on the agenda materials that were made available before the meeting.)

It was agreed that County staff would develop a proposal in response to this Municipal Counterproposal before the next Workgroup meeting that the other Workgroup participants could respond to.

A member of the Workgroup asked if the County Administrator is familiar with two historical points concerning enclaves: 1- current state law declares enclaves should be remedied and that it is a state priority to reduce enclaves; 2- Chapter 171 currently gives the County the ability to reduce the enclave problem through annexation by interlocal agreement with a municipality. Perhaps the County Administrator would be more comfortable with the Municipal Counterproposal if he understood this history. The County representatives responded that the County Administrator is concerned that non-contiguous annexation would create even more service delivery issues and more confusion and fragmentation of jurisdictional responsibilities. The County Administrator is also interested in seeing whether agreements can be worked out where cities provide services in the enclave areas.

The question was raised about small cities that aren't interested in annexation but have fire districts in another jurisdiction's proposed planning area. How will that work if non-contiguous annexation is allowed? The jurisdiction providing fire service would protect some of the houses on a street but not those that have been annexed by another jurisdiction.

**Counterproposal Section 4** – Schedule for elimination of enclaves

- County does not support this section as proposed. The provision regarding the annexation of enclaves will be addressed by the County when developing a proposal for Section 3 above. It was noted that the municipalities may be willing to consider an acreage threshold for mandatory annexation of enclaves.

**Counterproposal Section 5** – Ability to Serve Report

- County and Municipalities agree – no further discussion.

**Counterproposal Sections 6, 7 & 8** -

- County and Municipalities agree on these three sections. Representatives of the East Lake Tarpon Fire District spoke in opposition to the 20-year time frame in Section 7. The Fire District feels that if an annexation proposal has already occurred and failed, the term of the Interlocal Service Boundary

Agreement should be restricted to seven years. Discussion followed. It was noted that the 2007 Settlement Agreement prevents another annexation attempt within the seven years following a failed referendum. It was also mentioned that the concern of the Fire District appeared to be more a matter of the proposed “service area” map than the proposed annexation procedures under discussion.

### **Counterproposal Section 9 – Challenge of Annexations**

Mike Staffopoulos summarized this section by saying that if the participants are successful in negotiating annexation rules, and a municipality abides by those rules within its municipal service area, then Pinellas County will not challenge those annexations. Pinellas County staff stated that they do not support this section. The municipal representatives wanted an explanation as to why the County is opposed. If the parties come to agreement and the County can still contest annexations that comply with the agreement, why are we going through this process? County staff responded that there may be times when there is a difference of opinion on whether an annexation complied with all the conditions of the Agreement.

It was noted that under Chapter 171, the County has 30 days following an annexation to challenge that annexation. It was questioned whether the County can waive its right under Chapter 171 to challenge an annexation through this Interlocal Agreement process. Alan Zimmet responded that the County would not be waiving anything. The County could still challenge an annexation, but only on the basis that it does not comply with the Agreement. The cities would recommend that the challenge period would be limited to 30 days. From the County’s perspective, since the only basis the County would have to dispute an annexation is when a municipality has not complied with the Agreement, it is not clear how the proposed language in Section 9 benefits the municipalities. The cities feel that Section 9 is a clear statement of what we are doing in developing an agreement, and that there won’t be any other issues raised by the County if a city meets the requirements of the agreement, even if the annexation does not comply with other sections of Chapter 171 that would no longer apply to Pinellas County.

Co-Chair Bruce Haddock stated that it was apparent there are two distinct points of view on this section and that perhaps there was not enough time at this meeting to resolve so if there was no further discussion, we would move to Item 10. No further discussion.

**Counterproposal Section 10 –** New language was presented by the County restricting annexation to properties located within a city’s municipal service area.

- Since there was nothing in previous drafts regarding annexation outside a defined city municipal service area, it was clarified that the County’s perspective when entering into an Interlocal Agreement is that annexation would be limited to an identified municipal service area. This is more of an assumption that just needed to be stated.
- Another assumption that needs to be stated is that once a municipal service area is defined for a city, only that city could annex within its service area. One city could not annex into another city’s service area.
- The Interlocal Agreement should include a process for considering amendments to the service area boundaries within the 20-year term of the Agreement. It was not

clear whether you would have to amend the Agreement the same way as it is initially approved. Ordinance 00-63 had provision for 5-year review of boundaries, and perhaps a similar regular review could be included in the Agreement.

- There was a concern raised by one municipal representative that a city municipal service area should not prevent owners of unincorporated property located outside the “box” from annexing into a city, even if the city provides no services to that property.

#### IV. Pinellas County Response and Determine Direction of How to Proceed

Co-Chairman Bruce Haddock restated the conclusions on each section of the Counterproposal as follows:

- There is agreement on Section 1.
- County staff will revise and provide another response on Section 2 as well as Section 3 and 4 as they relate to enclaves – so they might be better linked regarding enclaves.
- There is agreement on Sections 5 and 6
- On Section 7, most agree with a term of 20 years; however, the East Lake Fire District is opposed and feels that the term of this agreement should only be seven years.
- There is agreement on Section 8
- The County and municipalities have opposite positions on Section 9.
- Section 10 - The Workgroup participants agreed that this subject should be looked at further.
  - o Discussion on this section has brought up other questions regarding periodic reviews and the process for amending the Agreement and the map. The Workgroup participants should think long and hard about the length of this agreement and/or provide an amendment process.
  - o There is a concern among municipal representatives that, after an agreement is approved, none of the unincorporated service area can be touched for 20 years. There are going to be changes in the next five years – much less 20 years – that can’t be anticipated at this time and there needs to be a mechanism to amend the Agreement in response to changed circumstances.
  - o One participant suggested three considerations or levels in identifying 20-year service area boundaries:
    - From a planning perspective, identify the area a municipality is comfortable serving and not be willing to go beyond that boundary line over the next 20 years irrespective of whether a property owner on the other side of the line wants to annex.
    - If there might be latent interest in annexation that a city has not identified, the city could go for a shorter time frame on the Agreement.
    - Or, establish a process to amend the service area boundaries after an agreement is reached.
  - o One municipal representative raised a concern about those areas that are served with private sewer and water and not included in any municipal service area. Seems that those people should have the right to come into a city of their choice.

- It needs to be decided who would determine the need for periodic reviews and/or amendments to the Agreement.
- Brian Smith stated that based on the direction of the Workgroup, the County will develop proposals in response to the discussion before the next meeting.

V. Report on County/City and County/Fire District Meetings since February 5<sup>th</sup> on the Municipal and Unincorporated Service Areas

General overview – Since the previous Workgroup meeting in early February, Pinellas County staff has met with representatives of the four participating fire districts and three of the cities and the results of those discussions are included on a map that was included in the materials made available before the meeting:

- Tarpon Springs - suggested moving their planning boundary over to East Lake Road on the northern end of East Lake Tarpon
- St. Petersburg – suggested expanding the service area boundary to include all of Tierra Verde, to include all of the Lealman Fire District except for the portions that are not included in either the Pinellas Park or Kenneth City service areas, and also requested that, if the County agrees to include the airport property in a municipal service area, it be included in St. Petersburg’s service area, which is in conflict with the City of Largo’s proposal for the airport area.
- Dunedin – The City is okay with the service area suggested by the County.
- Fire districts – Two of the fire districts have requested some modifications to the municipal service area boundaries suggested last summer by the BCC that are not yet shown on the maps.
  - The East Lake Fire District has requested that the Lockheed-Martin property be removed from the suggested Oldsmar service area.
  - The Lealman Fire District has requested that the suggested unincorporated service area in the mid-county Lealman area include all properties within the existing Lealman Fire District, except for those unincorporated properties located within the suggested Kenneth City service area.
- County staff recently met with the County Administrator to discuss these various boundary proposals, but a decision has not yet been made on all of the map proposals and he has asked for more information before a decision is made. After County staff has reached a position on the various proposals, County staff will need to meet with each of the entities involved to discuss the County’s position before bringing them to the Workgroup.

VI. Draw Conclusions on Discussions to Date as to Direction of this Program

- This is not an easy subject and the Legislature has been back and forth on many of these issues. Believe we are making progress even though it often feels like two steps forward and one step back. The County is a willing party as we continue to make progress toward an agreement.

VII. Set Next Meeting Date, Location and Agenda Items.

- Date – the Workgroup agreed that the next meeting would be on Wednesday, September 30 at 2:00 p.m.
- Location - Largo offered to host the next Workgroup meeting at the Largo Library

- Agenda Items –
  - o County proposals
  - o Revised boundary map with text
  - o It was noted that some cities identified specific annexation issues in their responding resolutions that are not included in the municipal counterproposal, which dealt with common issues among the municipalities. These cities want an opportunity to work with the County on resolving these specific issues.

#### VIII. Public Comments

- W.C. Snipes – spoke about annexations being a reason – sometimes the only reason – why some companies have left Pinellas County. Companies can have an added 36% increase in costs of doing business when annexed into a municipality.
- Mary Ann Eicke-Shaw – Speaking on Section 2c) – the issue of property owners being included in discussions is very important.
- Terry Haas – Council of North County Neighborhoods – asked about who represents the unincorporated citizens at these negotiations? Brian Smith explained the public hearing process and that this portion of the Interlocal Agreement process is for the parties convened here. Mr. Haas is concerned that the map will be set and won't get changed even with public hearings.

#### IX. Adjournment – 3:10 p.m.

## Attendees – June 30, 2009

PINELLAS COUNTY: Brian Smith  
Gordon Beardslee  
Jewel Cole

CLEARWATER: Catherine Porter  
Leslie Dougall-Sides  
Michael Delk

DUNEDIN: Greg Rice  
John Hubbard – attorney

EAST LAKE  
TARPON FIRE: Tom McKone

GULFPORT: Fred Metcalf

LARGO: Alan Zimmet - attorney  
Mike Staffopoulos  
Carol Stricklin  
Teresa Brydon  
Mary Hale  
Mac Craig

LEALMAN FIRE: Jim Millican

OLDSMAR: Bruce Haddock

PALM HARBOR FIRE: Jim Angle

PINELLAS PARK: Jim Denhardt, attorney  
Tom Shevlin

SAFETY HARBOR: Matt McLachlan  
Alan Zimmet – attorney

SEMINOLE: Mark Ely

SO. PASADENA: Linda Hallas

ST. PETERSBURG: Dave Goodwin  
Gary Jones  
Jeanne Hoffman

TARPON SPRINGS: Renea Vincent  
Joe DiPasqua

PPC: David Healey

GENERAL PUBLIC: W.C. Snipes  
Terry Haas  
Mary Ann Eicke-Shaw  
Ray Ninta