

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>
Capital Expenditures	---	---	---	---	---
Operating Costs	---	---	---	---	---
External Revenues	---	---	---	---	---
Program Income (County)	---	---	---	---	---
In-Kind Match (County)	---	---	---	---	---
NET FISCAL IMPACT	* See below	---	---	---	---
# ADDITIONAL FTE POSITIONS (Cumulative)	Sec. B	---	---	---	---

Is Item Included In Current Budget? Yes No
 Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
 Reporting Category _____

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

* Fiscal impact associated with this item is indeterminable

C. Departmental Fiscal Review: *bpc*

III. REVIEW COMMENTS

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

Atwillhite 6.12.08 *John J. Jacob 6/13/08*
6/10/08 OFMB *SH 6/11/08* *CP 6/10/08*
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

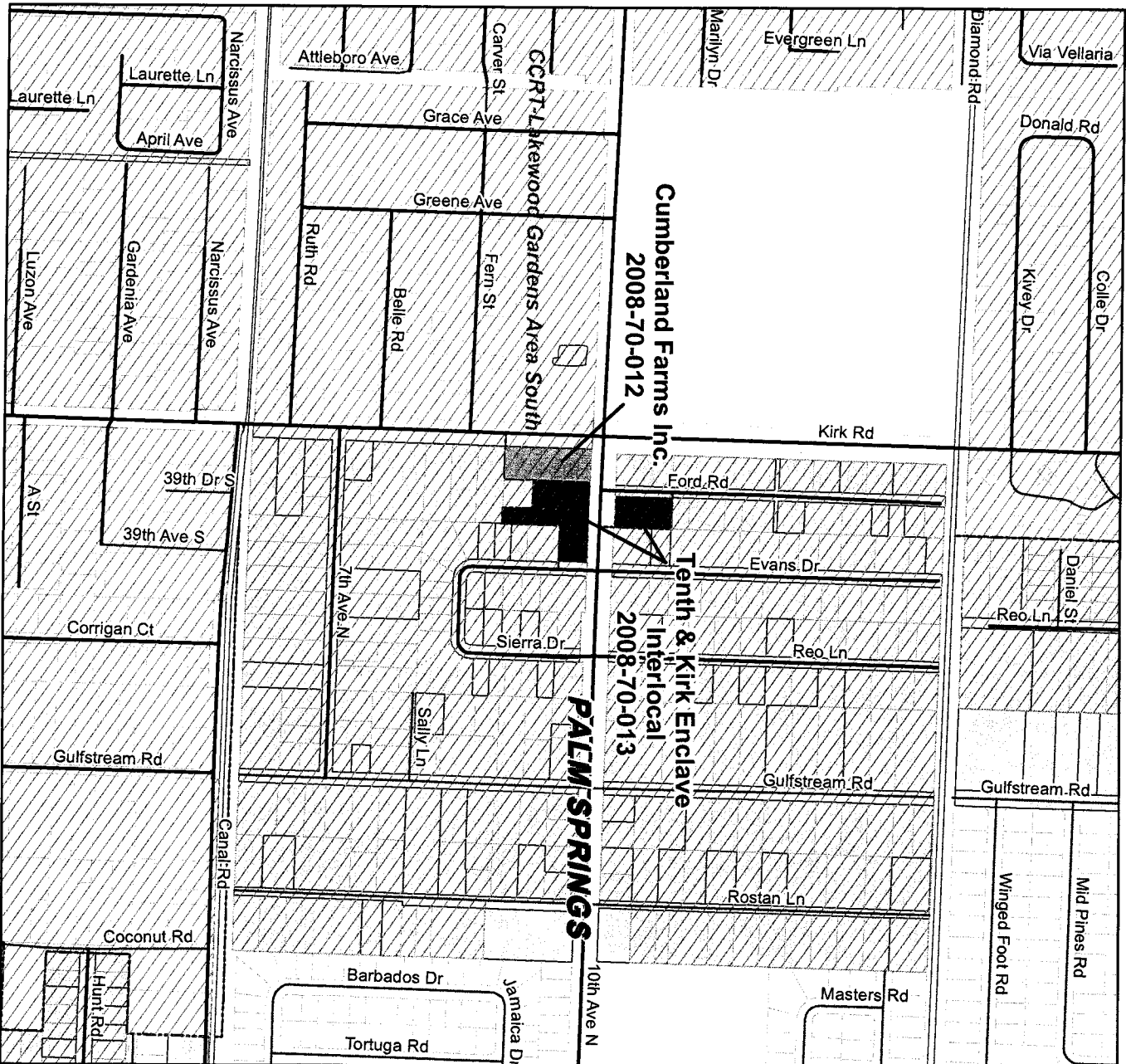
This Contract complies with our contract review requirements.

At the time of our review, the contract was not executed.

C. Other Department Review:

 Department Director

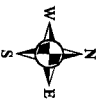
Annexation Location Map



- Newly Proposed Annexation
- Pending Annexation
- Previous Annexation
- Failed/Withdrawn Annexation
- Palm Beach County Owned Parcels
- CCRT Area
- Municipality
- Water
- ROW Maintenance*
- County Maintained
- State Maintained
- Other

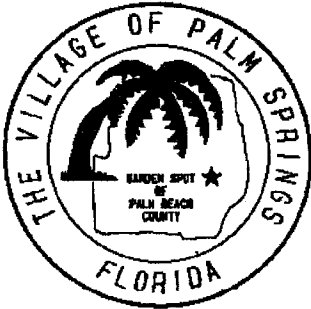
*Source: ROW Maintenance Data provided by PBC Engineering Dept 2008 ENG5DB-CMR

Date: 05/02/08
 Contact: Nicole DeLeon
 Filename: N:\DIVISION P\A\mex\FY2008
 Note: Map is not official,
 for informational purposes only



Planning, Zoning
 & Building
 2200 N. Jog Rd
 West Palm Beach, FL 33411
 Phone (561) 233-5300





Village of Palm Springs

OFFICE OF THE VILLAGE CLERK

226 Cypress Lane, Palm Springs, Florida 33461-1699

561-965-4010 FAX 561-965-0899

vwalton@villageofpalm Springs.org

jworth@villageofpalm Springs.org

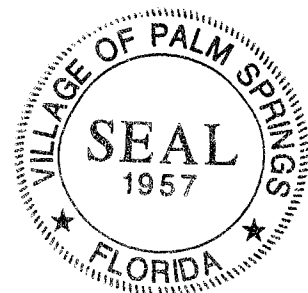
Virginia M. Walton, Village Clerk
Jane R. Worth, Deputy Clerk

CERTIFICATE OF TRUE COPY

The undersigned is the Village Clerk of the Village of Palm Springs, Florida, and is the duly authorized records custodian for said Village and hereby certifies this document is a **true and correct copy** of Resolution No. 2008-48, adopted June 12, 2008 by the Village Council, authorizing the Mayor to execute an interlocal agreement with Palm Beach County for the annexation of one enclave consisting of four parcels located on 10th Avenue North. The original document is on file in the clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Village of Palm Springs, Florida this 16th day of JUNE 2008.

By: Virginia M. Walton
VIRGINIA M. WALTON, CMC
VILLAGE CLERK



RESOLUTION NO. 2008-48

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, ATTACHED HERETO AS EXHIBIT "1", PURSUANT TO SECTION 163.01, AND SECTION 171.046 FLORIDA STATUTES, ET SEQ., FOR THE PURPOSE OF ANNEXING ONE (1) ENCLAVE CONSISTING OF FOUR (4) PARCELS OF TEN ACRES OR LESS, THOSE LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" TO THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs ("Village") deems it in the best interest of the Village to enter into that certain Interlocal Agreement with Palm Beach County, attached hereto as **Exhibit "1"** for the annexing of one (1) enclave consisting of four (4) parcels, which are ten acres or less; and

WHEREAS, the Village wishes to annex the one (1) enclave consisting of four (4) parcels of ten (10) acres or less; which are more fully described in **Exhibit "A"** to the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Interlocal Agreement with Palm Beach County, a copy of which is attached hereto as **Exhibit "1"**, and which is incorporated herein by reference, and which is authorized pursuant to Chapter 163.01 and Section 171.046 et seq., Florida Statutes; and further authorizes the Mayor and Village Clerk to execute and deliver said Interlocal Agreement to Palm Beach County along with a certified copy of this Resolution.

Section 2. Upon their execution, the Village Clerk shall forthwith cause a certified copy of this Resolution, together with a copy of the said Interlocal Agreement to be filed

Resolution No. 2008-48

with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 3. This Resolution shall take effect immediately upon its passage.

Council Member Waller offered the foregoing resolution. Council Member Smith seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
JOHN M. DAVIS, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
JONI BRINKMAN, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, MAYOR PRO TEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHET OSBORNE, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BEV SMITH, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

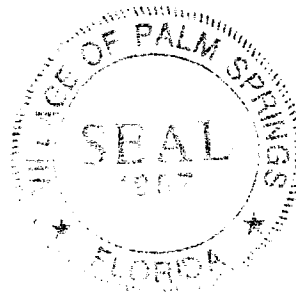
The Mayor thereupon declared the Resolution duly passed and adopted this 12th day of JUNE 2008.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: Gone S. Brinkman for
JOHN M. "MIKE" DAVIS, MAYOR

ATTEST:

BY: Virginia M. Walton
VIRGINIA M. WALTON, VILLAGE CLERK



REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: Glen J. Torcivia
GLEN J. TORCVIA, VILLAGE ATTORNEY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this ____ day of _____, 2008 between the VILLAGE OF PALM SPRINGS, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "VILLAGE," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", each entity constituting a "public agency" as defined in Part 1, Chapter 163, Florida Statutes (2007).

WHEREAS, Section 163.01, Florida Statutes (2007), known as the "Florida Interlocal Cooperation Act of 1969," as amended, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and to thereby provide services and facilities which will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the "Florida Interlocal Cooperation Act of 1969" permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 18 of Chapter 93-206 of the Laws of Florida created Section 171.046, Florida Statutes, providing for annexation of certain enclave by entering into an interlocal agreement between the municipality and the county having jurisdiction over such enclave; and

WHEREAS, Section 171.046, Florida Statutes, limits annexation by interlocal agreement to enclaves of ten (10) acres or less in size; and

WHEREAS, Section 171.031 (13) (a) and (b), as amended by Chapter 93-206, Laws of Florida, defines enclaves as developed or improved property bounded on all sides by a single municipality, or bounded by a single municipality and by a

natural or manmade obstacle that allows passage of vehicular traffic to that incorporated area only through the municipality; and

WHEREAS, the County and the Village have determined that it is appropriate and will promote efficient provision of governmental services for the Village to annex certain enclave; and

WHEREAS, it has been determined by the Village and by the County that the parcels to be annexed via this interlocal Agreement meet the requirements set out in Section 171.031 (a) and (b) and 171.046, Florida Statutes, as such enclave is developed or is improved, is ten (10) acres or less in size, and is completely surrounded by the Village or is surrounded by the Village and a natural manmade obstacle that allows passage of vehicular traffic to the enclave only through the Village; and

WHEREAS, the enclave identified for annexation in this Interlocal Agreement is in the Village's future annexation area as provided for in the Village's study for annexation; and

WHEREAS, the County and the Village agree that the parcels to be annexed via this Interlocal Agreement are subject to the Land Use Atlas of the Palm Beach County Comprehensive Plan and County zoning and subdivision regulations until the Village adopts a comprehensive plan amendment to include the parcels to be annexed in the comprehensive plan;

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of the Agreement is to allow annexation by the Village of Palm Springs of certain unincorporated enclave, which is identified in Exhibit "A" attached hereto and made a part hereof:

Section 2. Definitions

The following definition shall apply to this Agreement:

1. The term "enclave" shall be defined as set forth in Section 171.031(13) (a) and (b), Florida Statutes, as adopted by the Legislature in Chapter 93-206, Section 15, laws of Florida.

2. "Act" means Part 1 of Chapter 163, Florida Statutes.
3. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 4. Annexation

The unincorporated enclave identified in Exhibit "A", which is attached hereto and made a part hereof, is hereby annexed into and is included in the corporate boundaries of the Village of Palm Springs.

Section 5. Effective Date

This agreement shall take effect upon execution by both parties.

Section 6. Filing

Upon execution by both parties, a certified copy of this agreement shall be filed with the Clerk of Circuit Court in and for Palm Beach County.

Section 7. Notification

The Village hereby acknowledges that it has provided written notice to all owners of real property located in the enclave identified in Exhibit "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Palm Beach County Property Appraiser. The written notice described the purpose of the Interlocal Agreement and stated the date, time, and place of the meeting of the Village Council of the Village of Palm Springs where this Interlocal Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Palm Beach County staff person to contact regarding the date, time, and place when the Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 8. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 9. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 10. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representation, or agreements, either written or oral, relating this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

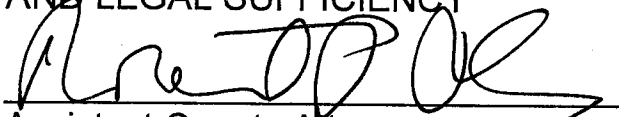
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

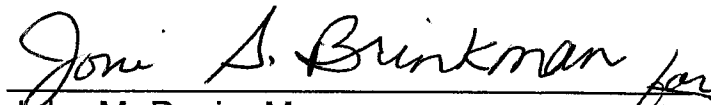
By: _____
Addie L. Greene, Chairperson

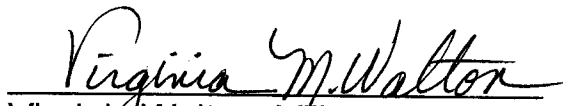
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Assistant County Attorney

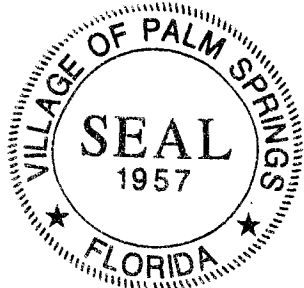
VILLAGE OF PALM SPRINGS

ATTEST:


John M. Davis, Mayor


Virginia Walton, Village Clerk

(Seal)



Approved as to Form and Legal Sufficiency

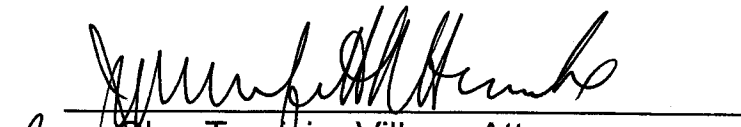

Glen Torcivia, Village Attorney

Exhibit A

3951 Tenth Avenue North
00-43-44-19-15-000-0160

Legal Description: Pine Division LTS 16 to 18 Inc PB 23 PAGE 146 Public Records Palm Beach County

3956 Tenth Avenue North
00-43-44-19-20-017-0010

Legal Description: 19-44-43 W 109 FT OF E 169.09 FT OF N 352 FT OF TR 17 FRANK H SWAN SUB PB 6 PAGE 66 Public Records of Palm Beach County (LESS S 112 FT & NLY 18 FT RD R/W)

3940 Tenth Avenue North
00-43-44-19-20-017-0030

Legal Description: SUB 19-44-43 Frank H Swan SUB E 60 FT OF S 327 FT OF N 352 FT OF TR 17 PB 6 PAGE 66 Public Records of Palm Beach County

3263 Sierra Drive
00-43-44-19-20-018-0080

Legal Description: A parcel of land in Tract 18, Subdivision of Section 19, Township 44 South, Range 43 East, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 6, page 65, being more particularly described as follows; Beginning at a point in the centerline of 10th Avenue North, Westward Extension (as said centerline existed on 2/2/67), which point is 343.09 feet East of the West line of Section 19, Township 44 South, Range 43 East, Palm Beach County, Florida; thence turning an angle 90° 14' 16" measured from West to South and running Southerly for a distance of 25.0 feet to a point on the South right-of-way of said 10 Avenue North, which point is the POINT OF BEGINNING of the following described parcel; thence continue running Southerly along the same line for a distance of 125.0 feet to a point; thence turning an angle of 90° 14' 16" measured from North to East and running Easterly for a distance of 164.12 feet to a point; thence turning an angle of 89° 47' 09" measured from West to North and turning Northerly for a distance of 125.0 feet to a point; thence turning an angle of 90° 42' 51" measured from South to West and running Westerly for a distance of 164.17 feet to the POINT OF BEGINNING; LESS the East 25 feet thereof conveyed to the County of Palm Beach in Official Record Book 1783, page 922; and ALSO LESS that certain parcel of land conveyed to the County of Palm Beach for the right-of-way of 10th Avenue North by Special Warranty Deed filed of record 4/13/67 in Official Record Book 1511, page 83, Public Records of Palm Beach County, Florida, said parcel being more particularly described as follows; Beginning at the Northwest corner of Tract 18 of Swan's Subdivision of Section 19, Township 44 South, Range 43 East, as recorded in Plat Book 6, at page 66, Palm Beach County Public Records, run South along the West boundary line of said parcel a distance of 18.19 feet to a point; thence run South 88° 12' 26" East, a distance of 114.01 feet to a point in the East boundary line of the West 164 feet of said Tract 18; thence run North along said East boundary line a distance of 16.60 feet to a point; thence run North 87° 18' 59" West, a distance of 164 feet to the Point of Beginning

VILLAGE OF PALM SPRINGS PARCELS



Palm Springs

-  Village Limits
-  Parcels



1:2,000

DATE: 5/19/2008

