

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 8/18/09 [X] Consent [] Regular [] Workshop [] Public Hearing

Department: Planning, Zoning & Building Department

Submitted By: Planning Division

Submitted For: Planning Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the City of Boynton Beach providing for the City to voluntarily annex parcels identified in Exhibit "A" (attached), located on the west side of Seacrest Boulevard, south of Hypoluxo Road.

Summary: The City of Boynton Beach ("City") is processing a request to annex properties known as Sam's Club and Palm Beach Memorial, located on the west side of Seacrest Boulevard, south of Hypoluxo Road. After review of this annexation, county staff determined that the proposed annexation would create an unincorporated pocket without the inclusion of the parcels north of the annexation area, identified in Exhibit "A". County staff did not recommend an objection to the annexation because these parcels, identified as A-1 in Exhibit "A", have water service agreements that have voluntary annexation clauses. The parcel identified as A-2 in Exhibit "A", located on the southwest corner of Hypoluxo Rd. and Seacrest Blvd, does not currently have a signed water service agreement. As such, the City will pursue other annexation mechanisms available in an effort to annex the A-2 parcel. The City consented to enter into an interlocal agreement with the County whereas the City will annex the parcels in A-1 of Exhibit "A", that have established water service agreements with the City. These annexations should occur by October 1, 2009 provided that the City boundary is contiguous to these parcels as of that date. Resolution No. R09-099 adopted on July 21, 2009 by the City, approved the Interlocal Agreement. This action is consistent with the Intergovernmental Coordination Element Policy 1.4-i of the County's Comprehensive Plan. District 7 (RB)

Background and Justification: The Intergovernmental Coordination Element Objective 1.4 of the County's Comprehensive Plan states that Palm Beach County shall implement strategies which support municipal efforts to secure boundary changes that maintain cost-effective service delivery. Additionally, Policy 1.4-i states that the County shall promote the use of County-City interlocal agreements with annexing municipalities to address issues that enhance efficiency and effectiveness of service delivery. The Sam's Club is a part of a larger project under one single development approval and should remain in one jurisdiction. This potential issue is resolved by the City's proposal to annex all the remaining parcels in the development that currently have a signed water service agreement with the City. By Resolution No. R09-099, the City approved the interlocal agreement for the annexation of the remaining parcels.

- Attachments: 1. Interlocal Agreement 2. Exhibit "A" Location Map 3. City of Boynton Beach's Resolution No. R09-099

Recommended by: [Signature] Executive Director Date 7/24/09
Approved By: [Signature] Deputy County Administrator Date 8/5/09

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>20_09</u>	<u>20_10</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Reporting Category _____


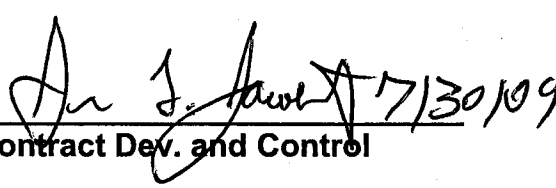
B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no funding associated with this annexation. Approval of this interlocal agreement will allow annexation of mentioned parcels. Since these parcels are developed it's unlikely there will be any Fiscal impact in the future.


C. Departmental Fiscal Review: *Pat DiGirolamo*

III. REVIEW COMMENTS

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

 _____ OFMB 7/29/09	 _____ Contract Dev. and Control 7/30/09
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B. Legal Sufficiency:



 Assistant County Attorney
 7/31/09

C. Other Department Review:

 Department Director

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this ____ day of _____, 2009 between the CITY OF BOYNTON BEACH, a Florida municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "City," 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 and collectively referred to as the "parties" to this agreement.

WHEREAS, Chapter 163, Part I, Florida Statutes (2008), known as the "Florida Interlocal Cooperation Act of 1969" 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 thereby to provide services and facilities that 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, the County and the City have determined that it is appropriate and will promote efficient provision of governmental services for the City to annex certain parcels that are contiguous and in proximity to the City's municipal boundaries; and

WHEREAS, the City's Comprehensive Plan Policy 1.15.1 states that the City will continue to promote the orderly annexation of lands consistent with Chapter 171, F.S., and the Palm Beach County Annexation Policy; and

WHEREAS, the City's Comprehensive Plan Policy 1.15.2 states that the City shall utilize pre-annexation water service agreements as a method of annexation; and

WHEREAS, parcels identified to be annexed in this Interlocal Agreement are in the City's Utility Service Area and are the subject of water service agreements that also provide consent for voluntary annexation; and

WHEREAS, the City is processing a voluntary annexation of 41.49 acres, located to the south of the unincorporated properties identified in Exhibit A; and

WHEREAS, the City recognizes that service delivery problems will result due to the annexation of these 41.49 acres if these parcels to the north of the annexation remain unincorporated.

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

Section 1. Purpose

The Parties hereby agree that by October 1, 2009, the City of Boynton Beach will process and adopt an ordinance or ordinances resulting in the voluntary annexation through previously signed water service agreements with voluntary annexation clauses of the unincorporated parcels identified as A-1 in Exhibit "A" attached hereto and made a part hereof, provided that the City boundary is contiguous to these parcels as of that date. If the City boundary is not contiguous to these parcels by October 1, 2009, the City shall adopt the voluntary annexation ordinance within 180 days of the effective date of the City ordinance which makes the parcels identified as A-1 in Exhibit "A" contiguous to the City.

Additionally, the Parties hereby agree that the City of Boynton Beach will pursue other annexation mechanisms available by Statutes to annex the parcel identified as A-2 in Exhibit "A" attached hereto and made a part hereof, provided that the City boundary is contiguous to this parcel.

Section 2. Definitions

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 3. Annexation

The unincorporated parcels identified as A-1 in Exhibit "A", which is attached hereto and made a part hereof, will hereby be annexed into and will be included in the corporate boundaries of the City prior to October 1, 2009, provided that the boundary is contiguous to these parcels as of that date. If the City boundary is not contiguous by

October 1, 2009, the City shall adopt the voluntary annexation ordinance within 180 days of the effective date of the City ordinance which makes the parcels identified as A-1 in Exhibit "A" contiguous with the City. Additionally, the City of Boynton Beach will pursue other annexation mechanisms to annex the unincorporated parcel identified as A-2 in Exhibit "A", provided that the City boundary is contiguous to this parcel.

Section 4. Joint Effort

The preparation of this Agreement is considered a joint effort of the parties and, accordingly, the Agreement shall not be construed more severely against one of the parties than the other.

Section 5. Enforcement

This Agreement, shall be binding upon, and be enforceable by, the parties. There are no third party beneficiaries to this agreement. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida. In the event of litigation or administrative proceeding to settle issues arising, each party shall be responsible for their own attorney's fees and costs.

Section 6. Effective Date

This Agreement shall take effect upon execution by both parties.

Section 7. Filing

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

Section 8. Captions

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

Section 9. Severability

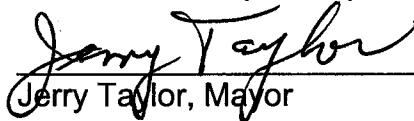
In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 10. Entirety of Agreement

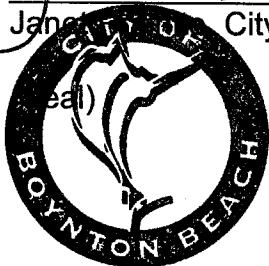
This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but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

CITY OF BOYNTON BEACH,
a Florida Municipal Corporation

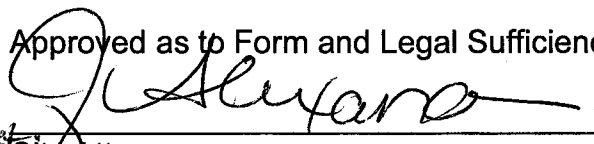
ATTEST:


Jerry Taylor, Mayor


Janet M. Prainito
City Clerk



Approved as to Form and Legal Sufficiency


Asst. City Attorney

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

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

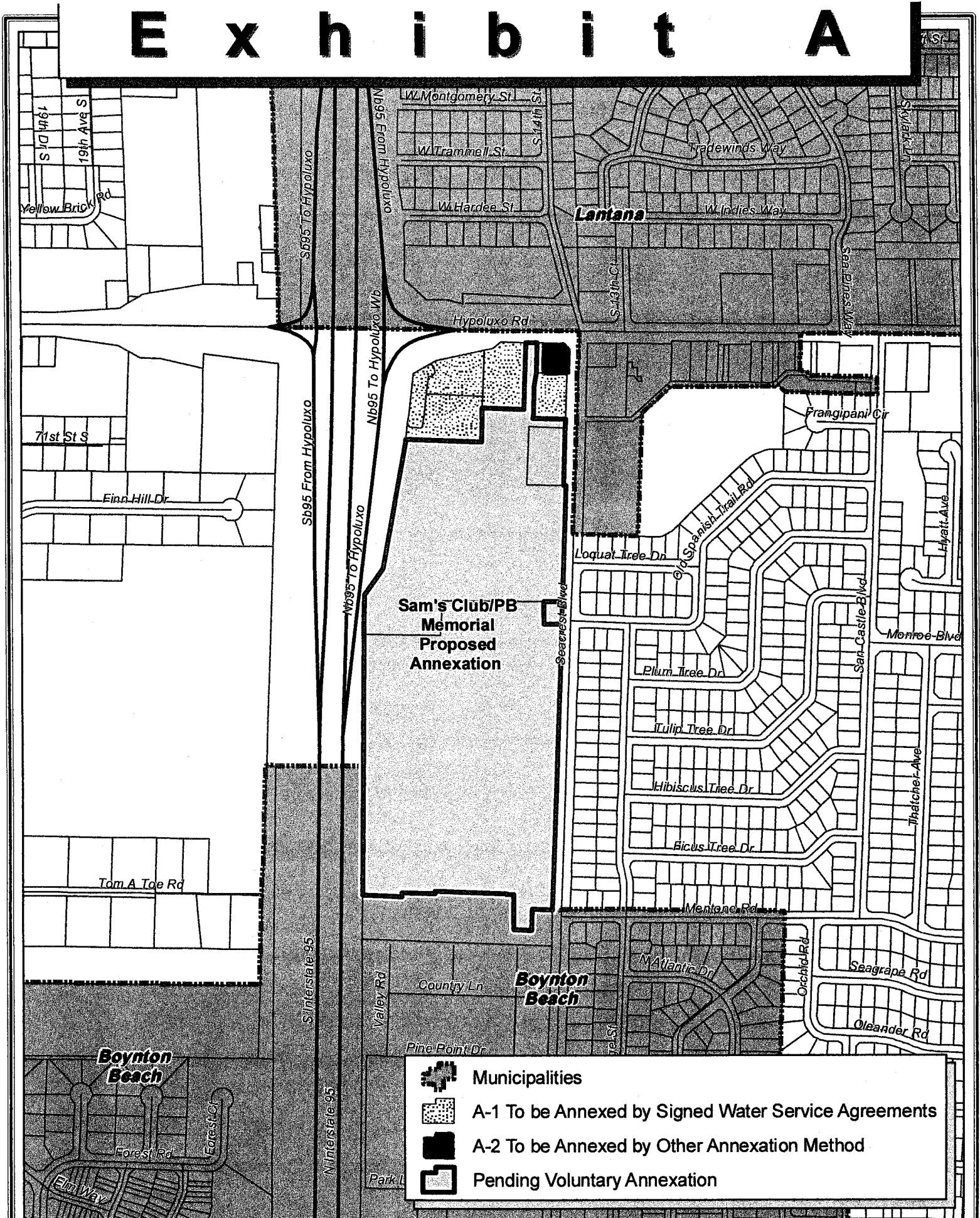
By: _____
Deputy Clerk





By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Assistant County Attorney

Exhibit A



-  Municipalities
-  A-1 To be Annexed by Signed Water Service Agreements
-  A-2 To be Annexed by Other Annexation Method
-  Pending Voluntary Annexation

