

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 6, 2015 **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:

A) adopt an ordinance of the Board of County Commissioners of Palm Beach County, Florida, adopting an Interlocal Service Boundary Agreement with the City of Lake Worth to coordinate future land use, public facilities and services of annexation; authorizing the Mayor of the Board of County Commissioners to sign the interlocal agreement; providing for severability; providing for captions; and providing for an effective date; and

B) initiate a Comprehensive Plan amendment to add by a reference in the Intergovernmental Coordination Element to the Joint Planning Area identified in the Interlocal Service Boundary Agreement between the City of Lake Worth and the Board of County Commissioners.

SUMMARY: In accordance with Palm Beach County policy to promote interlocal agreements with municipalities to address service delivery issues, Palm Beach County and City of Lake Worth staff jointly prepared an Interlocal Service Boundary Agreement (ISBA) and Joint Planning Agreement (JPA). In December 2013 and February 2014, the City of Lake Worth and Palm Beach County respectively adopted resolutions to commence negotiations for an ISBA/JPA. The negotiation process for the agreement included a County Departmental review, a data and analysis report prepared by the City, and public participation through community meetings on March 2014 and June 2015. By Ordinance 2015-07 adopted on August 18, 2015 (Attachment 3), the City accepted the terms of the proposed ISBA/JPA to determine efficient and effective service delivery while balancing the needs and desires of the community. The subject unincorporated area is within the future annexation area of the City, generally located on the north and south sides of Lake Worth Road, north and south sides of 10th Avenue North, east side of Lake Worth Drainage District E-4 Canal, as shown in Exhibit A of the ISBA/JPA. The proposed ISBA/JPA does not annex any property, but rather provides a more flexible mechanism for annexation to occur within the proposed area. Pursuant to Chapter 171.203(9), Florida Statutes (F.S.), requiring each party of the interlocal service boundary agreement to amend the intergovernmental coordination element of the Comprehensive Plan no later than 6 months following entry of the agreement, this item also initiates an amendment to acknowledge the agreement by reference. District 3 (RB)

Background and Policy Issues: Chapter 163.3171(3), F.S., authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities.

(continued on page 3)

Attachments:

1. Palm Beach County Ordinance
2. Interlocal Service Boundary Agreement/Joint Planning Agreement
3. City of Lake Worth Ordinance 2015-07

Recommended by: Wendy Rebecca T. Caldwell 8/25/15
Executive Director Date

Approved By: W. Baker 9/4/15
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</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 anticipated fiscal impact associated with this annexation. Palm Beach County Fire Rescue provides fire protection and emergency medical services to Lake Worth, if annexed, citizens would continue to receive service from the same station.

C. Departmental Fiscal Review: *Pat D'Agostino*

III. REVIEW COMMENTS

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

Sherry Brown
 7/11/15
 8/10/15
 OFMB provide

Dr. J. Jacobson
 Contract Dev. and Control
 9-2 schedule
 9/12/15

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

(Background and Policy Issues continued): Additionally, the Municipal Annexation or Contraction Act, Chapter 171, Part I, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation. The ISBA/JPA meets the requirements of Chapter 171, Part II, F.S., and is consistent with the Intergovernmental Coordination Element Policy 1.4-d of the County's Comprehensive Plan. The ISBA/JPA provides the ability to assess changes in future land use, resolve service delivery issues, and coordinate annexation efforts. Furthermore, the Future Land Use Element of the 1989 Comprehensive Plan states that Palm Beach County shall pursue interlocal agreements with municipalities that have established future land use designations for adjacent unincorporated areas, and will establish Joint Planning Areas between the County and the respective municipality. Through the development and continued coordination on the Lake Worth Park of Commerce, it was widely recognized that one of the hurdles to the successful infill and revitalization was the dual jurisdiction of both the County and City. Consequently, the County and City have worked together to foster annexation within the Lake Worth Park of Commerce. The ISBA/JPA is the culmination of efforts towards a common goal, and meets the intent of the Lake Worth Park of Commerce Plan.

ORDINANCE NO. 2015-_____

1
2
3 AN ORDINANCE OF THE BOARD OF COUNTY
4 COMMISSIONERS OF PALM BEACH COUNTY FLORIDA,
5 ADOPTING AN INTERLOCAL SERVICE BOUNDARY
6 AGREEMENT WITH THE CITY OF LAKE WORTH TO
7 COORDINATE FUTURE LAND USE, PUBLIC FACILITIES
8 AND SERVICES IN ADVANCE OF ANNEXATION;
9 AUTHORIZING THE MAYOR OF THE BOARD OF
10 COUNTY COMMISSIONERS TO SIGN THE INTERLOCAL
11 AGREEMENT; PROVIDING FOR SEVERABILITY;
12 PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN
13 EFFECTIVE DATE.

14
15 **WHEREAS**, the County possesses Home Rule powers as a Charter County pursuant to
16 Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and

17 **WHEREAS**, the Intergovernmental Coordination Element Policy of the 1989
18 Comprehensive Plan requires Palm Beach County to support municipal efforts to secure boundary
19 changes that maintain cost-effective service delivery, assist in the elimination of enclaves,
20 pockets, and finger-like areas and ensure consistency between municipal and county land use; and

21 **WHEREAS**, the City and County entered into an interlocal agreement on in 1998 to
22 provide funding, coordination, and mutual support toward the redevelopment and development of
23 the Lake Worth Park of Commerce for commercial and industrial use; and

24 **WHEREAS**, Chapter 171, Part II, F.S., as amended, establishes the Interlocal Service
25 Boundary Agreement process as a flexible, joint planning option for counties and municipalities
26 to cooperatively adjust municipal boundaries while planning for service delivery and land use
27 changes; and

28 **WHEREAS**, Section 163.3171(3), F.S., authorizes municipalities and counties to jointly
29 enter into agreements to exercise the powers granted to the county and the municipalities pursuant
30 to Chapter 163, Part II, the Local Government Planning and Land Development Regulation Act;
31 after each government conducts a public hearing with due public notice; and

32 **WHEREAS**, Palm Beach County and the City of Lake Worth complied with the
33 procedural requirements contained in Chapter 171, Part II, F.S., and have negotiated an interlocal
34 service boundary agreement; and

35 **WHEREAS**, the Board of County Commissioners deems it in the best interest of Palm
36 Beach County to enter into an Interlocal Service Boundary Agreement with the City of Lake
37 Worth, included in Exhibit "1" attached hereto and incorporated herein; and

38 **WHEREAS**, Section 171.203 (14), F.S., requires that both the county and municipality
39 adopt the interlocal service boundary agreement by ordinance.

40
41 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
42 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, that:

43 **Section 1. Adoption of Interlocal Service Boundary Agreement**

44 The Board of County Commissioners hereby adopts the Interlocal Service Boundary
45 Agreement with the City of Lake Worth which is attached hereto as Exhibit 1, in accordance with
46 Chapter 171.203, F.S., to provide a process for a streamlined annexation and land use amendment
47 process, and schedule for properties within the area identified in Exhibit A and to designate the
48 service provider(s). The Mayor of the Board of County Commissioners is hereby authorized to
49 sign the interlocal agreement on behalf of the County.

50 **Section 2. Severability**

51 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any
52 reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such
53 holding shall not affect the remainder of this Ordinance.

54 **Section 3. Captions**

55 The captions, section headings, and section designations used in this Ordinance are for
56 convenience only and shall have no effect on the interpretation of the provisions of this
57 Ordinance.

58 **Section 4. Effective Date**

59 The provisions of this Ordinance shall become effective upon filing with the Department
60 of State.

61 APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach
62 County, Florida, on this the ____ day of _____, 2015.

63

64 SHARON R. BOCK
65 CLERK & COMPTROLLER

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

66

67

68 By: _____
69 Deputy Clerk

By: _____
Mayor

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71


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74 APPROVED AS TO FORM AND
75 LEGAL SUFFICIENCY

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77

78 By: 
79 County Attorney

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81

82 EFFECTIVE DATE: Filed with the Department of State on the ____ day of
83 _____, 2015.

84

EXHIBIT 1

**INTERLOCAL SERVICE BOUNDARY AGREEMENT
AND JOINT PLANNING AGREEMENT
ENTERED INTO BY THE CITY OF LAKE WORTH
AND THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA,
ESTABLISHING THE MUNICIPAL SERVICE AREA**

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT ("Agreement") is made on this ____ day of _____, 2015 between the CITY OF LAKE WORTH, a 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, F.S.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, F.S.; and

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, F.S.; and Article 1 of the Charter of Palm Beach County; and

WHEREAS, Section 163.01, F.S., known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments and public agencies 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 Municipal Annexation or Contraction Act, Chapter 171, F.S., and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, F.S., recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the City Comprehensive Plan Policy 1.3.8.7 states "Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy", and Policy 1.3.8.1 "Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation"; and

WHEREAS, the Lake Worth Park of Commerce Conceptual Plan accepted by the City and the County in 1998 recommended fostering annexation; and

WHEREAS, Chapter 171, Part II, F.S., establishes the Interlocal Service Boundary Agreement process as a flexible, joint planning option for counties and municipalities to cooperatively adjust municipal boundaries while planning for service delivery and land use changes; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands and to agree on certain procedures for the timely review and processing of annexations within those areas; to provide alternate annexation methodologies; and

WHEREAS, the agreement of the City to undertake annexation efforts in a manner that is coordinated with the County is a material inducement to the County to enter into this Agreement; and

WHEREAS, pursuant to Section 171.094(1) F.S. an Interlocal Service Boundary Agreement is binding on the Parties to the agreement, and a Party may not take any action that violates the Agreement; and

WHEREAS, Section 163.3171(3) F.S. authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities pursuant to Chapter 163, Part II, the Local Government Comprehensive Planning and Land Development Regulation Act; after each government conducts a public hearing with due public notice; and

WHEREAS, the City has complied with the notification requirements in Section 171.203 F.S. and adopted Resolution No. 89-2013, an Initiating Resolution pursuant to said statute, and

WHEREAS, the County adopted Resolution R-014-0192, a Responding Resolution pursuant to Section 171.203 F.S.; and

WHEREAS, the County and City have held duly noticed public hearings to consider adoption of this Agreement; and

WHEREAS, the City and the County have enacted this agreement by ordinance as required by Section 171.203(14) F.S.; and

WHEREAS, the Future Land Use Element of the 1989 Palm Beach County Comprehensive Plan states that Palm Beach County shall pursue interlocal agreements with municipalities that have established future land use designations for adjacent unincorporated areas and will establish Joint Planning Areas between the County and the respective municipalities; and

WHEREAS, the Intergovernmental Coordination Element of the 1989 Comprehensive Plan states that Palm Beach County shall adopt policies and implement strategies which support municipal efforts to secure boundary changes that maintain cost-effective service delivery, assisting the elimination of enclaves, pockets and finger-like areas, and ensure consistency between municipal and County land use; and

WHEREAS, the Intergovernmental Coordination Element Policy of the 1989 Comprehensive Plan requires Palm Beach County to support municipal efforts to secure boundary changes; and

WHEREAS, the Intergovernmental Coordination Element Policy of the 1989 Comprehensive Plan requires the County to work with municipalities to determine areas to be considered for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AND THE CITY OF LAKE WORTH that:

Section 1. Purpose

The purpose of the Agreement is to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community to the area identified in the unincorporated area, depicted in Exhibit A, attached hereto and made a part hereof. This agreement establishes the means and process by which future annexations and planning activities will be accomplished. The City and the County (the "Parties") hereby establish a Joint Planning Agreement (JPA). All areas specifically delineated, mapped and referenced in the legend on Exhibit A are within the JPA.

Section 2. Definitions and Terminology

The following definitions apply to this agreement:

(1) "Interlocal service boundary agreement" means an agreement adopted under Chapter 171, Part II, F.S., between a county and one or more municipalities, which may include one or more independent special districts as Parties to the agreement defined as set forth in Section 171.202, F.S.

(2) "Municipal service area" means the area identified by the boundaries in Exhibit A.

(3) The term "enclave" shall be defined as set forth in Section 171.031(13)(a) & (b), F.S.

(4) "Agreement" means this Interlocal Service Boundary Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof which is also a joint planning agreement enacted pursuant to Section 163.3171(3) F.S.

(5) All references to the Florida Statutes in this Agreement are to the 2014 Florida Statutes which is referred to as F.S.

Section 3. Annexation Process

A. The City may annex lands designated within the municipal service area depicted on Exhibit A hereto during the term of this Agreement. The County and City agree that the municipal service area is urban in character, as required by s. 171.204, F.S. and is developed for urban purposes in accordance with s. 171.043(2) and (3), F.S. and as defined in s. 171.031(8), F.S.

B. Within 10 days of reaching the necessary consent threshold for a particular area proposed for annexation, the City and County agree that the City shall provide a copy of the annexation petition bearing the signatures of more than 50 % of the persons who own property in the area proposed to be annexed and/or a petition of more than 50% of the registered voters in the area proposed to be annexed to the County Administrator and the County Planning Director and include a cover letter confirming consistency of the City 's planned service delivery with the terms of this Agreement.

C. Failure to comply with the notice provisions of this section may be the basis for a cause of action invalidating an annexation undertaken pursuant to this Agreement.

D. The City and County agree that the City may create enclaves less than ten acres in size, as defined in Chapter 171, F.S., provided a concurrent s. 171.046(2), F.S., enclave interlocal agreement is adopted, for the created enclave.

E. The City and County agree that within the Municipal Service Area, the City may annex lands in accordance with the requirements established in Chapter 171 Part I, F.S. and Chapter 171 Part II, F.S.

Section 4. Notification to Property Owners and Registered Voters

A. When seeking the consent of property owners within a proposed annexation area, the City shall provide notice by first class United States Mail using property ownership and address information obtained from the Palm Beach County Property Appraiser's Office.

B. When seeking the consent of registered voters residing within a proposed annexation area, the City shall provide notice by first class United States Mail using voter information from the Palm Beach County Supervisor of Elections Office.

Section 5. County Consent to Annexation by the City

If the annexation ordinances of the City are adopted under the conditions set forth in this Agreement, the County will not challenge, administratively, judicially, or otherwise, any annexations by the City that annex lands within the municipal service area, as depicted in Exhibit A, unless the annexation is inconsistent with this Agreement. The Parties agree that all or a portion of the annexation as set forth in Exhibit A may create enclaves. Enclaves less than 10 acres will be annexed through a concurrent enclave interlocal agreement. Enclaves more than 10 acres will be annexed in agreement with Section 171.205 (3) and (4), F.S.

Section 6. Future Land Use for the Municipal Service Area

A. Process for incorporating the Municipal Service Area into the City Comprehensive Plan: Future land uses are identified herein and agreed to by the City and County for each of the areas within the Municipal Service Areas as set forth in Exhibit A. These future land uses will be examined during the City's comprehensive plan amendments. If one or more of the future land uses identified in Section 6.C. of this Agreement are not adopted by the City, then the future land uses presently depicted upon the County's Future Land Use Atlas shall remain in effect, unless another land use category acceptable to both Parties is agreed upon and unless the City requests by resolution and the Board of County Commissioners approves by resolution a mutually acceptable alternative land use designation.

B. Future Land Use designation definitions: The following densities shall apply to the land uses indicated on Exhibit B and in Paragraph C, below:

- (1) Medium Density Residential District (MDR) shall mean up to 20 dwelling units per acre.
- (2) Transit Oriented Development District (TOD) shall mean up to 40 dwelling units per acre.
- (3) Mixed Use-West District (MU-W) shall mean up to 30 dwelling units per acre.

C. Agreements on zones: The matrix set forth as Exhibit B and the following provisions are applicable to the future land uses of the areas within the municipal service area upon annexation by the City. The land uses to be evaluated are as follows:

- (1) MDR- Medium Density Residential
- (2) TOD- Transit Oriented Development
- (3) MU-W- Mixed Use - West

Section 7. Infrastructure and Service Delivery Provisions

Within the Municipal Service Area as designated on Exhibit A hereto, the City and County agree to ensure the efficient provision of infrastructure and service delivery as set forth below:

A. **Water and Sewer Utilities:** The matrix set forth as Exhibit B and the following provisions are applicable to water and sewer provider, and infrastructure availability of the areas within the municipal service area when annexed by the City:

- (1) The Zones set forth as Exhibit A are included on the City's water utility municipal service area. The City's long range plan includes the provision of sewer service to all Zones set forth as Exhibit A.

B. **Rights-of-Way and Transportation:** The County hereby consents to the annexation of the Everett Court right-of-way segment from Lake Worth Road to its northern terminus into the corporate boundaries of the City.

Subsequent to approval of this Agreement by both the City and the County, and the annexation of the surrounding properties, the City will adopt an ordinance to annex the right-of-way segment identified. Approval of this interlocal agreement by both Parties constitutes mutual agreement by the City and County pursuant to Section 335.0415, Florida Statutes, to the transfer of ownership and the responsibility for operation and maintenance of the right-of-way segments identified from the County to the City. Such transfer shall occur upon the effective date of the City's Voluntary Annexation ordinance annexing the affected rights-of-way.

C. **Fire and Emergency Medical Services:** The County and City acknowledge the current status of service providers, providing emergency services, including fire rescue and emergency medical services, as set forth in the automatic aid agreement. County Resolution 2007-0904 stipulates the agreed upon provisions on the emergency services agreement for mutual assistance, automatic aid, and dispatch services between the County and the City. This agreement was reached as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

The Zones within the municipal service area are currently served by Station 31, Station 93 and Station 91. Upon annexation the Zones will continue to receive Fire and Emergency Medical Services by the same Stations, or as assigned by the County Fire and Emergency Medical Services.

D. **Law Enforcement:** The County and City acknowledge that the Palm Beach Sheriff's Office provides public safety services to the municipal service area identified in this agreement.

Section 8. Intergovernmental Coordination

A. **Coordination of Urban Redevelopment Area Impacts:** The City and County agree that the impacts of certain development, herein referred to as Urban Redevelopment Area Impacts, within or in close proximity to the municipal boundaries of the City, whether within the City limits or in the unincorporated area of the County, require close coordination between the Parties in order to assure the orderly and efficient provision of public facilities, services and compatibility of land uses.

Section 9. Incorporation into Comprehensive Plans

As required by Section 171.203(9) F.S. no later than 6 months following approval of this Agreement, the Parties shall prepare amendments to their respective Intergovernmental Coordination Elements, and as necessary other Elements of their Comprehensive Plans acknowledging this Agreement and scheduling a review at a time of each Evaluation and

Appraisal Report periodic review and negotiations per section 14 of this Agreement and shall consider incorporation of said amendments into their respective comprehensive plans.

Section 10. Other Rights and Agreements

A. The Parties agree that the requirements of Chapter 164, F.S. shall be complied with prior to litigation to enforce this Agreement.

B. Other Contemporaneous Agreements: The Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement between the City and County in effect as of the effective date of this Agreement.

Section 11. Notice to Parties

All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the County Administrator and the County Planning Director or as either Party may otherwise designate in writing. Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

Section 12. Discharge

This Agreement is solely for the benefit of the City and the County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

Section 13. Enforcement

This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. If this Agreement or any portion hereof is challenged by any person or entity not a Party hereto in any judicial, administrative, or appellate proceeding, representatives of the Parties hereto agree to promptly meet and discuss said challenge. If only one Party is a defendant in the challenge, the other Party agrees to cooperate with the defending Party in the defense of the challenge and make itself available for consultations, depositions and evidentiary hearings.

Section 14. Term and Review

A. Original Term: This Agreement, unless amended or extended in accordance with its terms, shall expire twenty years from the effective date as provided in Section 16.

B. Review: During the comprehensive plan Evaluation and Appraisal review process required by Chapter 163, F.S., each Party will review the terms of this Agreement and consider amendments, as necessary.

C. At least eighteen months before the expiration of the full term the Parties agree to commence negotiations for another interlocal agreement to govern the matters addressed in this Agreement or an extension of this agreement if any of the areas identified in Exhibit A remain unincorporated.

D. Amendment: Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by the boards of both Parties or shall be considered not adopted.

Section 15. Miscellaneous

A. Entire Agreement: Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

B. Governing Law and Venue: The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida.

Section 16. Effective Date

This agreement shall take effect upon execution by both Parties and upon the adoption of duly adopted ordinances by both Parties adopting this agreement.

Section 17. Filing

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

Section 18. Notification

The City hereby acknowledges that it has provided written notice to all owners of real property located in the areas 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 Service Boundary Agreement and stated the date, time, and place of the meeting in the City 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 Palm Beach County Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 19. Captions

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

Section 20. Severability

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

Section 21. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the Parties, concerning the subject, and supersedes all other negotiations, representations, or agreements, 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 together shall constitute one and the same instrument.

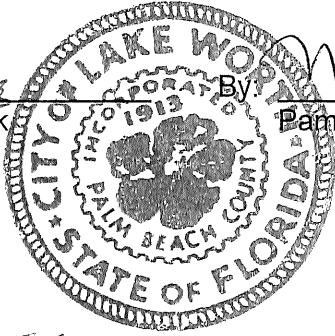
IN WITNESS WHEREOF, the CITY OF LAKE WORTH, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk pursuant

to the Authorization of the Lake Worth City Commission, and PALM BEACH COUNTY, FLORIDA has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk, pursuant to the authorization of the Board of County Commissioners, on the day and year indicated below.

ATTEST:

CITY OF LAKE WORTH, FLORIDA

By: *Pamela Lopez*
Pamela Lopez, City Clerk



By: *Pam Triolo* 8/19/15
Pam Triolo, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Glen Torcivia* FOR
Glen Torcivia, City Attorney

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

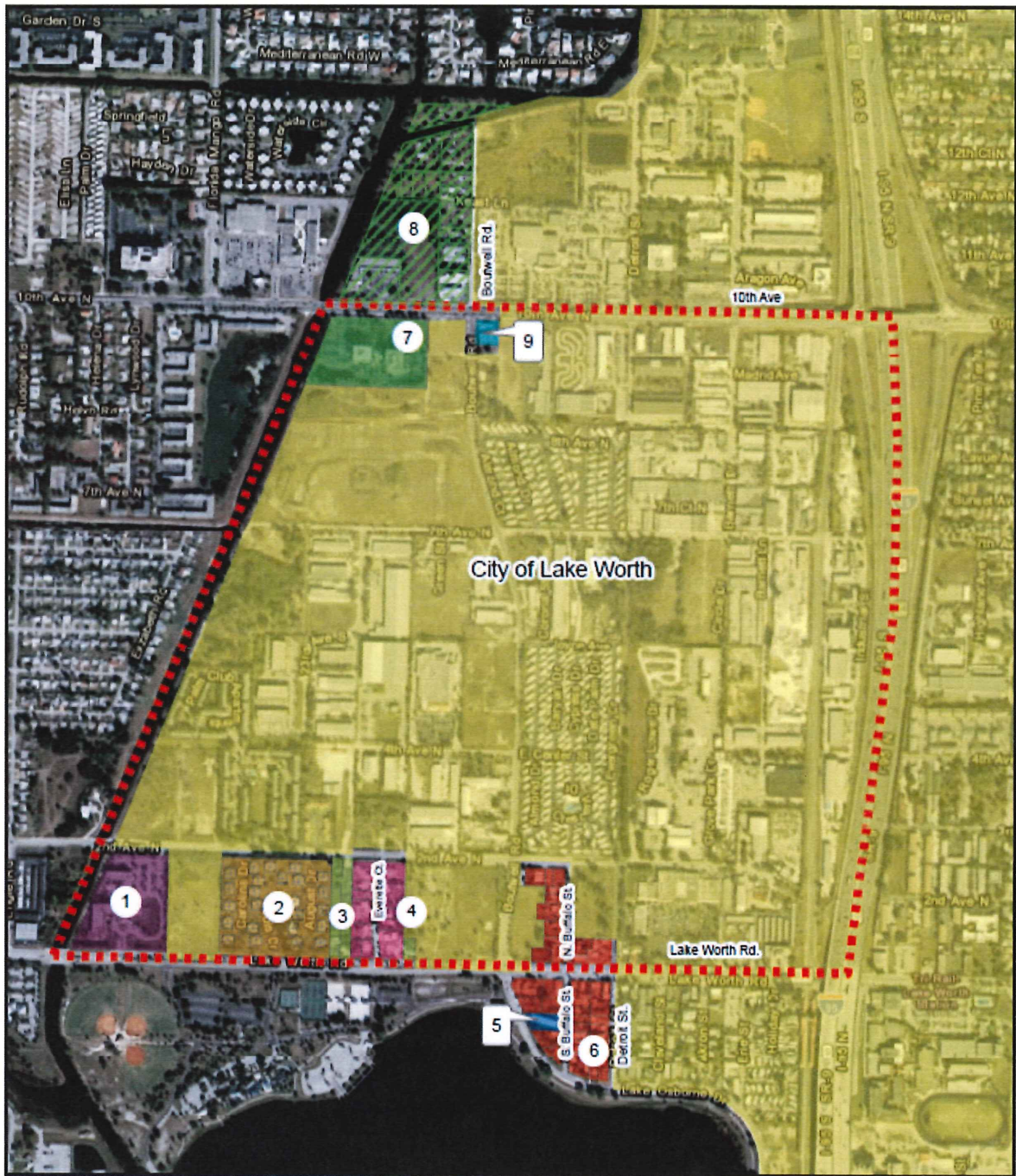
By: _____
Shelley Vana, Mayor












APPROVED AS TO FORM AND LEGAL SUFFICIENCY


By: *Robert P. Banks*
Robert P. Banks, Chief Land Use County Attorney

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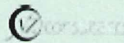
EXHIBIT A



 Lake Worth Park of Commerce	 1 - Riverview House Condo (160 du)	 4 - Lake View Terrace (28 du)	 7 - Model Land Co
 Lake Worth	 2- Lago Lucerne (96 du)	 5 - Park Towers (14 du)	 8 - Model Land Co
Dwelling Units (du)	 3 - Model Land Co (23 du)	 6 - Buffalo Heights (63 du)	 9 - Model Land Co



0 225 450 900
Feet



Lake Worth Park of Commerce Interlocal Service Boundary Agreement-ISBA-
Municipal Service Area- Exhibit A

522
523

EXHIBIT B
City of Lake Worth and Palm Beach County
Interlocal Service Boundary Agreement

Zone	Name	Acres*	Parcels	EXLU ¹	Existing County FLU ²	Proposed City FLU ³	Water & Sewer Provider	Right-of-way Maintenance	Right-of-way Condition
1	Riverview House	6.73	1	MFR Ret.	HR-12	MU-W	City Water/ Sewer	Lake Worth Rd: State Maintained	Paved, has sidewalks and lights.
2	Lago Lucerne	9.65	97	MFR	HR-12	MU-W	City Water/ Sewer	Lake Worth Rd: State Maintained; Lago Lucerne Roads: Privately maintained	Lake Worth Rd: Paved, has sidewalks and lights. Lago Lucerne Roads: Paved, no sidewalks, some lights.
3	Model Land Co	2.18	4	SFR/ MFR	HR-8	MU-W	City Water/ Sewer	Lake Worth Rd: State Maintained	Lake Worth Rd: Paved, has sidewalks and lights.
4	Lake View Terrace	3.99	12	SFR/ MFR	HR-8	MU-W	City Water; Lacks Sewer	Everette Ct: County Maintained	Paved, no sidewalks, no lights.
5	Park Towers	0.5	1	MFR	HR-18	TOD	City Water; Lacks Sewer	Lake Osborne Rd: County Maintained	Paved, some sidewalks, and lights.
6	Buffalo Heights	8.64	37	SFR, MFR, Com, Ins, Vac.	CH/8 HR-18	MU-W TOD	City Water/ Sewer; <i>Some parcels lacks Sewer</i>	Buffalo St: Dedicated to the Public Detroit St: City L.W. Maintained	Buffalo St: Paved, no sidewalks, no lights. Detroit St: Paved, no sidewalks, has lights.
7	Model Land Co	6.59	1	Com, Vac	CH-O/8	MU-W	City Water/ Sewer	10 th Ave: County Maintained	Paved, has sidewalks and lights
8	Model Land Co	16.21	20	Vac, Com, SFR	CL/8 CH/8 HR-8	MU-W MDR	City Water/ Sewer <i>Some parcels lacks Sewer</i>	10 th Ave: County Maintained; N. Boutwell Rd: City Maintained; Keast Ln: Private Road	N. Boutwell Rd: Gravel, no sidewalks, some lights.
9	Model Land Co	0.53	1	Com	CH/8	MU-W	City Water/ Sewer	10 th Ave: County Maintained; Boutwell Rd: City Maintained**	Boutwell Rd: paved; major improvement for sidewalks, lights, and drainage (in process).

*Acres mean net total acres by parcel excluding right-of-ways.

**City maintained, pending March 10th BCC hearing results

¹ *Existing Land Use (EXLU) Codes:*

Com: Commercial
SFR: Single-Family Residential
MFR: Multi-Family Residential
Ins: Institutional
Vac: Vacant

² *County Future Land Use (FLU):*

HR-8: High Residential 8 dwelling units/acre
HR-12: High Residential 12 dwelling units/acre
HR-18: High Residential 18 dwelling units/acre
IND: Industrial
CL/8: Commercial Low, underlying High Residential 8 dwelling units/acre
CH-O/8: Commercial High Office with underlying High Residential 8 dwelling units/acre
CH/8: Commercial High with underlying High Residential 8 dwelling units/acre

³ *City Future Land Use (FLU):*

MU-W: Mixed Use-West
MDR: Medium Density Residential
TOD: Transit Oriented Development

ORDINANCE NO. 2015-07 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT WITH PALM BEACH COUNTY TO COORDINATE FUTURE LAND USE, PUBLIC FACILITIES AND SERVICES IN ADVANCE OF ANNEXATION; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Palm Beach County (the "County") possess Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g), Florida Constitution and Chapter 125, Florida Statutes; and Article 1 of the Charter of Palm Beach County; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments and public agencies 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 Municipal Annexation or Contraction Act, Chapter 171, Part I, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of Interlocal Service Boundary Agreements as a means to coordinate future land use, public facilities and services and protection of natural resources in advance of annexation; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands and to agree on certain procedures for the timely review and processing of annexations within those areas and to provide alternate annexation methodologies; and

WHEREAS, the City Commission has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt the attached Interlocal Service Boundary and Joint Planning Agreement by ordinance as required by Chapter 171, Florida Statutes.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. The City Commission of the City of Lake Worth, Florida agrees to the terms and conditions of the Interlocal Service Boundary and Joint Planning Agreement with Palm Beach County which is attached hereto as Exhibit "A" and which is incorporated herein by reference.

Section 3. The Mayor and City Clerk are authorized to execute and deliver the attached agreement and a certified copy of the agreement to Palm Beach County and the City Clerk is directed to file the same with the Palm Beach Clerk and Comptroller (if required).

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Pg. 2, Ord. 2015-07

Section 5. Repeal of Laws in Conflict. All ordinances, resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of such conflict; provided that, all ordinances, resolutions or parts thereof as they pertain to the electric utility system shall remain in full force and effect.

Section 6. Effective Date. This ordinance shall take effect ten (10) days after adoption.

The passage of this Ordinance on first reading was moved by Commissioner McVoy, seconded by Commissioner Amoroso, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	ABSENT
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner Ryan Maier	AYE

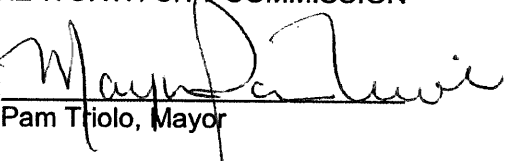
The Mayor thereupon declared this Ordinance duly passed on first reading on the 14th day of July, 2015.

The passage of this Ordinance on second reading was moved by Vice Mayor Maxwell, seconded by Commissioner Amoroso, and upon being put to a vote, the vote was as follows:

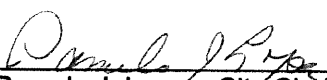
Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner Ryan Maier	AYE

The Mayor thereupon declared this Ordinance duly passed and enacted on the 18th day of August, 2015.

LAKE WORTH CITY COMMISSION

By: 
Pam Triolo, Mayor

ATTEST:

By: 
Pamela J. Lopez, City Clerk

