Ager	nda	Item	#:

50-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 15, 2015	[]	[] Works	Cons shop	ent []		Regular Hearing	
Department:	Planning, Zoning and Building I	Depar	tment					
Submitted By:	Building Division						·	
Submitted For:	Building Division							
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution establishing a standard form termination of removal agreement; authorizing the County Administrator or designee to execute the standard form Agreement; and becoming effective upon adoption.

Summary: The Resolution establishes a new standard form Agreement for use to terminate removal agreements that were required to be obtained from the County, to construct a structure within a County future right of way or other easement. As a condition of issuing a building permit, the County requires a property owner enter into a removal agreement, where the property owner must remove the structure that is located in a County future right of way or other easement in the event the right of way or easement is needed for use by the County or easement holder. The termination of removal agreement is needed when the structure located in the future right of way or easement has been removed. <u>Countywide</u> (AH)

Background and Justification: The County reserves future rights of way located on private property and has maintenance rights on private drainage and lake maintenance easements within subdivisions in order to protect County infrastructure. Additionally, easement holders allow property owners to construct structures within an easement. Property owners who desire to construct structures on the County's future rights of way and easements are required to obtain a building permit. Prior to the issuance of a building permit, the property owner is required to enter into a removal agreement for the future right of way or other easement, that requires the property owner to remove the structure, at the property owner's sole expense, when the future right of way or maintenance access to a private easement is necessary to the County or private easement holder. At times, the structure subject to the removal agreement is removed, but the removal agreement is still in effect. The termination of removal agreement will terminate the removal agreement which is no longer needed.

Attachments:

1. Resolution with Attachment "A".

Recommended by:	<u>Abecca 7. Coldwell</u> Executive Director	$\frac{11}{10}$
		Date
Approved By:	Che fa	11-20-15
·	County Administrator	Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>16</u>	20 <u>17</u>	20 <u>18</u>	20 <u>19</u>	20 <u>20</u>
Capital Expenditures Operating Costs					
External Revenues					
Program Income (County	/)		ingen angester same		-
In-Kind Match (County)					
NET FISCAL IMPACT					
No. ADDITIONAL FTE POSITIONS (Cumulative	ə)			877-111-11-11-11-11-11-11-11-11-11-11-11-	
Is Item Included In Curre	nt Budget?	Yes I	No		
Budget Account No.:	Fund Object	Departmen Repo	t Unit rting Categor		

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

No fiscal impact associated with this item.

C. Departmental Fiscal Review:

fact Algoring

III. REVIEW COMMENTS

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

OFMB JP 11/14 1/13 1113

18115 Contract Dev. ntrol

B. Legal Sufficiency:

yand 11-19-15 Assistant Count Attorney

C. Other Department Review:

Department Director

RESOLUTION NO. R-2015-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ESTABLISHING A STANDARD FORM TERMINATION OF **REMOVAL AGREEMENT; AUTHORIZING** THE COUNTY ADMINISTRATOR OR HIS OR HER DESIGNEE TO EXECUTE FORM TERMINATION OF **STANDARD** REMOVAL **PROVIDING** FOR SEVERABILITY; AGREEMENT; **PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Palm Beach County ("County") reserves rights of way on private property in Palm Beach County, Florida; and

WHEREAS, the County also has maintenance rights for private drainage and lake maintenance easements within subdivisions in order to protect County infrastructure; and

WHEREAS, when property owners desire to construct a structure on the County's future right of way or private easements, the property owner is required to obtain a building permit from the County; and

WHEREAS, as a condition of obtaining a building permit to construct a structure within the County's future right of way or private easement, the property owner must enter into a removal agreement, which requires the property owner remove the structure, at the property owner's sole cost and expense in the event the structure is no longer compatible with the future right of way, or maintenance is required to be performed within the easement or the structure conflicts with an easement holder's use of the easement; and

WHEREAS, the property owner may remove the structure located on the County's future right of way or within the easement, therefore the removal agreement is no longer needed; and

WHEREAS, the County and property owners agree that a termination of removal agreement is necessary to terminate the removal agreement; and

WHEREAS, the Board of County Commissioners ("Board") desires to authorize the County Administrator or his or her designee to execute the standard form termination of removal agreement, which is attached as Attachment "A"; and

WHEREAS, the delegation to the County Administrator or his or her designee to execute the standard form termination of removal agreement would eliminate delays caused by requiring the termination of removal agreement to be brought before the Board for approval, which is consistent with the goal of the Board to streamline the agenda process.

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

- 1. <u>Recitals.</u> The foregoing recitals are true and correct and incorporated herein. Terms not defined herein shall have the meaning ascribed to them in the Agreements.
- 2. <u>Standard Form Documents.</u> The Board hereby authorizes the County Administrator or his or her designee to execute the standard form Agreement, attached hereto and incorporated herein by reference as Attachment "A", on behalf of the Board of County Commissioners. The County Administrator or his or her designee is hereby authorized to execute standard form Agreements that include non-material changes, or incorporate new Board policies. For purposes of this Resolution, "non-material changes" means changes that do not modify the substantive obligations of the County. For purposes of this Resolution, the Executive Director of Planning, Zoning and Building shall be considered to be a designee of the County Administrator.
- 3. <u>Severability.</u> If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.
- 4. <u>Effective Date.</u> This Resolution shall become effective immediately upon adoption. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The foregoing Resolution was offered by Commissioner	, who
moved its adoption. The motion was seconded by Commissioner	, and
upon being put to a vote, the vote was as follows:	

COMMISSIONER HAL R. VALECHE COMMISSIONER PAULETTE BURDICK COMMISSIONER SHELLEY VANA COMMISSIONER STEVEN L. ABRAMS COMMISSIONER MARY LOU BERGER COMMISSIONER MELISSA MCKINLAY COMMISSIONER PRISCILLA A. TAYLOR

Then the Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____, 20__.

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

Sharon R. Bock, Clerk & Comptroller

By: _

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Enil By: Unne **County Attorney**

ATTACHMENT "A" TO RESOLUTION

TERMINATION OF REMOVAL AGREEMENT

TERMINATION OF REMOVAL AGREEMENT BETWEEN PALM BEACH COUNTY AND

This Agreement (the "Agreement") is made and entered into on the _____ day of _____ 2015 by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and ______. ("Property Owner").

WITNESSETH:

WHEREAS, Property Owner, as the owner of the property located at _________ (the "Property"), installed a ________ in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Property Owner entered into a Removal Agreement for the future right of way or other easement, between County and Property Owner dated ______ recorded in Official Records Book ______ of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the ______ located in the future right of way or other easement of the County has been removed; and

WHEREAS, County and Property Owner desire to terminate the Removal Agreement; and

WHEREAS, it is in County's best interest to terminate the Removal Agreement.

NOW, THEREFORE, in consideration of Ten Dollars and no cents (\$10.00), in lawful money in hand paid and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

- 1. The recitals set forth above are true and correct and form a part of this Agreement.
- 2. The parties hereby terminate, cancel and extinguish the Removal Agreement, and do hereby mutually agree Property Owner shall be liable to County for any and all claims or causes of action which may have arose from the Removal Agreement prior to the date of this Agreement.

3. This Agreement shall be effective upon execution of the parties hereto.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

ATTEST: SHARON R. BROCK, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:___

Deputy Clerk

By: _____ Chair

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

By: ______ Assistant County Attorney

By:

Rebecca D. Caldwell, PZ&B Executive Dir.

WITNESSES:

Property Owner:

Signature

Print Name

Signature

Print Name

Toporty Owner.

By: _____ Signature

Print Name

Title