

AGENDA ITEM SUMMARY

Submitted For: Building Division

1. Resolution with Attachment "A".

11-20-15

Date

II. FISCAL IMPACT ANALYSIS

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)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget?	Yes _____ No _____				
Budget Account No.:	Fund _____	Department _____	Unit _____		
	Object _____	Reporting Category _____			

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

No fiscal impact associated with this item.

C. Departmental Fiscal Review: Pat Higgins

III. REVIEW COMMENTS

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

Sherry Ann
KP 88
11/13 11/13
OFMB 11/14

Dr. S. Jacobson 11/18/15
Contract Dev. and Control
B. Wheeler 11-17-15

B. Legal Sufficiency:

Anne Johnson 11-19-15
Assistant County 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 A STANDARD FORM TERMINATION OF REMOVAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND 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.

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

1. **Recitals.** 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. **Standard Form Documents.** 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. **Severability.** 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. **Effective Date.** 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**

By: Anne Delgado
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

By: _____
Signature

Print Name

Print Name

Signature

Title

Print Name