

II. FISCAL IMPACT ANALYSIS

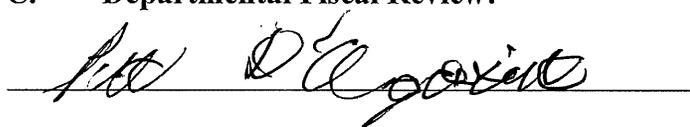
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income(County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match(County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
#ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

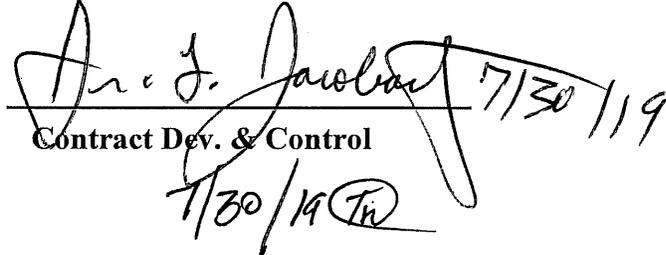
Is Item Included in Current Budget? Yes__ No X
 Does this item include the use of federal funds? Yes__ No X

Budget Account No:
 Fund Agency Organization Object

B. Recommended Sources of Funds/Summary of Fiscal Impact: There is no fiscal impact with annexation. Fire Rescue will continue to service these areas.

C. Departmental Fiscal Review:


III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:
 7/26/19
 OFMB 7/24 (initials) 7/25
 7/30/19
 Contract Dev. & Control 7/30/19 (initials)

B. Legal Sufficiency
 7/30/19
 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

I HEREBY CERTIFY THE ABOVE AND FOREGOING
IS A TRUE AND CORRECT COPY FROM THE
RECORDS IN THE TOWN CLERK'S OFFICE,
TOWN OF JUPITER, FLORIDA

QUINTELLA L. JONES
DEPUTY TOWN CLERK



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RESOLUTION NO. 60 - 19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY REGARDING THE ANNEXATION OF A 0.3+/- ACRE PARCEL OF PROPERTY IN UNINCORPORATED PALM BEACH COUNTY TOGETHER WITH THE RIGHT-OF-WAY PARCEL ADJACENT THERETO THE LEGAL DESCRIPTIONS OF WHICH ARE ATTACHED HERETO AND INCORPROATED HEREIN AS EXHIBITS "A" AND "B"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.046, Florida Statutes, the Town of Jupiter (the "Town") and Palm Beach County (the "County") have agreed to enter into an Interlocal Agreement, the purpose of which is to permit the Town to annex a 0.3+/- acre parcel of property as legally described in the attached Exhibit "A", which is incorporated herein; and,

WHEREAS, the Town and County have also agreed that the annexation will include a right-of-way parcel owned by the Florida Department of Transportation, the legal description of which is presented in the attached Exhibit "B", which is incorporated herein; and,

WHEREAS, the execution of this Interlocal Agreement is in accordance with the Florida Legislature's policy and the Town's Comprehensive Plan both of which direct the Town to eliminate enclaves because of the significant problems they create in planning, growth management, and service delivery for both the

39

1 County and the Town.

2 **NOW THEREFORE**, be it resolved by the Town Council of the Town of
3 Jupiter, Florida that:

4 **Section 1.** The recital are incorporated herein.

5 **Section 2.** The Town hereby agrees to the terms and conditions as set
6 forth in the attached Interlocal Agreement, which is incorporated herein as Exhibit
7 "C".

8 **Section 3.** The Mayor and Town Clerk are hereby directed to execute said
9 Interlocal Agreement and forward same to the County along with a copy of this
10 Resolution.

11 **Section 4.** This Resolution shall take effect immediately upon its execution.

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14 **Attachments**

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16 Exhibit "A" – Legal description of privately-owned parcel

17 Exhibit "B" – Legal description of a Right-of-Way segment operated and
18 maintained by the Florida Department of Transportation

19 Exhibit "C" – Interlocal Agreement

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22 V:\PlanningZoning\Staff\WP51\Annexations\PBC ILA Enclave Annexations\2019\Resolution #60-19\Resolution
23 #60-19.doc

24

25

26

27 June 6, 2019

Exhibit A
Parcel within Enclave

PCN#	Address	Owner Name	Legal Description
00424103000007110	200 CENTRAL BLVD	OLR HOLDINGS LLC	3-41-42, W 130 FT of E 260 FT OF S 100 FT OF N 744.5 FT OF NE 1/4 OF SW ¼

Exhibit B
Right-of-Way to Be Annexed

Right-of-Way	Segment
<p>Right-of-way on south side of Indiantown Road including the entrance into Jupiter Country Club</p>	<p>A segment of road right-of-way located ¼ mile west of I-95, on the south side of Indiantown Road, which includes the driveway directly across and south of the Florida Turnpike Northbound/Southbound access ramp at its intersection with Indiantown road. Legally described as follows:</p> <p>Parcel 100 (B)(1) A portion of Sections 4 and 5, Township 41 South, Range 42 East; Being described as follows:</p> <p>BEGIN on the west line of said Section 4; at a point North 2°46'29" East 132.32 feet from the Southwest corner of the Northwest ¼ of said Section 4; thence run South 88°50'35" East 262.21 feet; thence South 1°09'25" West 79.00 feet; thence North 88°50'35" West 26.12 feet to the beginning of a curve concave to the Northwesterly having a radius of 140.00 feet; thence from a Tangent Bearing of South 26°04'54" West run Southwesterly along said curve 134.57 feet through a central angle of 55°04'31" to a point of reverse curvature with a curve concave to the Southeasterly having a radius of 80.00 feet; thence run Southwesterly along said curve 62.83 feet through a central angle of 45°00'00" to the end of said curve; thence South 36°09'25" West 10.00 feet; thence North 53°50'53" West 60.00 feet; thence North 36°09'25" East 10.00 feet to the beginning of a curve concave to the Southeasterly having a radius of 140.00 feet; thence run Northeasterly along said curve 109.96 feet through a central angle of 45°00'00" to a point of reverse curvature with a with a curve concave to the Northwesterly having a radius of 80.00 feet; thence run Northeasterly along said curve 106.70 feet, through a central angel of 76°25'00" to the end of said curve; thence North 88°50'35" West 1295.74 feet (crossing the West line of said Section 4, into said Section 5); thence North 1°09'25" East 25.00 feet; thence South 88°50'35" East 1106.77 feet to the POINT OF BEGINNING;</p> <p>Containing 1.145 acres, more or less.</p>

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this ____ day of _____, 2019 between the TOWN OF JUPITER, a municipal corporation of the state of Florida, hereinafter referred to as "TOWN," 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 I, Chapter 163, Florida Statutes (2019).

WHEREAS, Section 163.01, Florida Statutes (2018), 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 171.046, Florida Statutes (2018), provides for the annexation of enclaves by the use of an interlocal agreement between the municipality and the county having jurisdiction over the unincorporated land which the County and Town agree to be an enclave; and

WHEREAS, Section 171.046, Florida Statutes (2018), limits annexation by interlocal agreement to an enclave of 110 acres or less in area; and

WHEREAS, Section 171.031 (13) (a) and (b), Florida Statutes (2018), defines an enclave 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 Town have determined that it is appropriate and will promote efficient provision of governmental services for the Town to annex areas they mutually agree to be enclaves; and

WHEREAS, it has been determined by the Town and by the County that the parcel to be annexed via this interlocal Agreement meet the requirements set out in Sections 171.031 (a) and (b) and 171.046, Florida Statutes (2018), as such enclave is developed or is improved, is 110 acres or less in size, and is completely surrounded by the Town or is surrounded by the Town and a natural or manmade obstacle that allows passage of vehicular traffic to the Enclave only through the Town; and

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

WHEREAS, the County and the Town agree that the parcel to be annexed via this Interlocal Agreement is subject to the Land Use Atlas of the Palm Beach County Comprehensive Plan and County zoning and land development regulations until the Town adopts a comprehensive plan amendment to include the parcel to be annexed into the comprehensive plan; and

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 Town of that certain unincorporated enclave which is identified in Exhibit "A" attached hereto and made a part hereof:

Section 2. Definitions

The following definitions 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 (2018).
2. "Act" means Part 1 of Chapter 163, Florida Statutes (2018).
3. "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 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 Town.

Section 4. Annexation of Right-of-Way

The County hereby consents to the annexation of the right-of-way buffer identified in Exhibit "B" into the corporate boundaries of the Town.

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 Town 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 Town Council of the Town where this Interlocal Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the 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.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

ATTEST:

TOWN OF JUPITER

By: _____
Sally Boylan, Town Clerk
(Seal)

By: _____
Todd R. Wodraska, Town Mayor

APPROVED AS TO FORM AND LEGAL SUFFIENCY

By: _____
Thomas J. Baird, Town Attorney

ATTEST:

PALM BEACH COUNTY, FLORIDA,
By Its Board of County Commissioners

Sharon R. Bock
Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFIENCY

APPROVED AS TO TERMS
AND CONDITIONS

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

By: _____
Ramsay J. Bulkeley, Esq., Executive Director
Planning, Zoning & Building

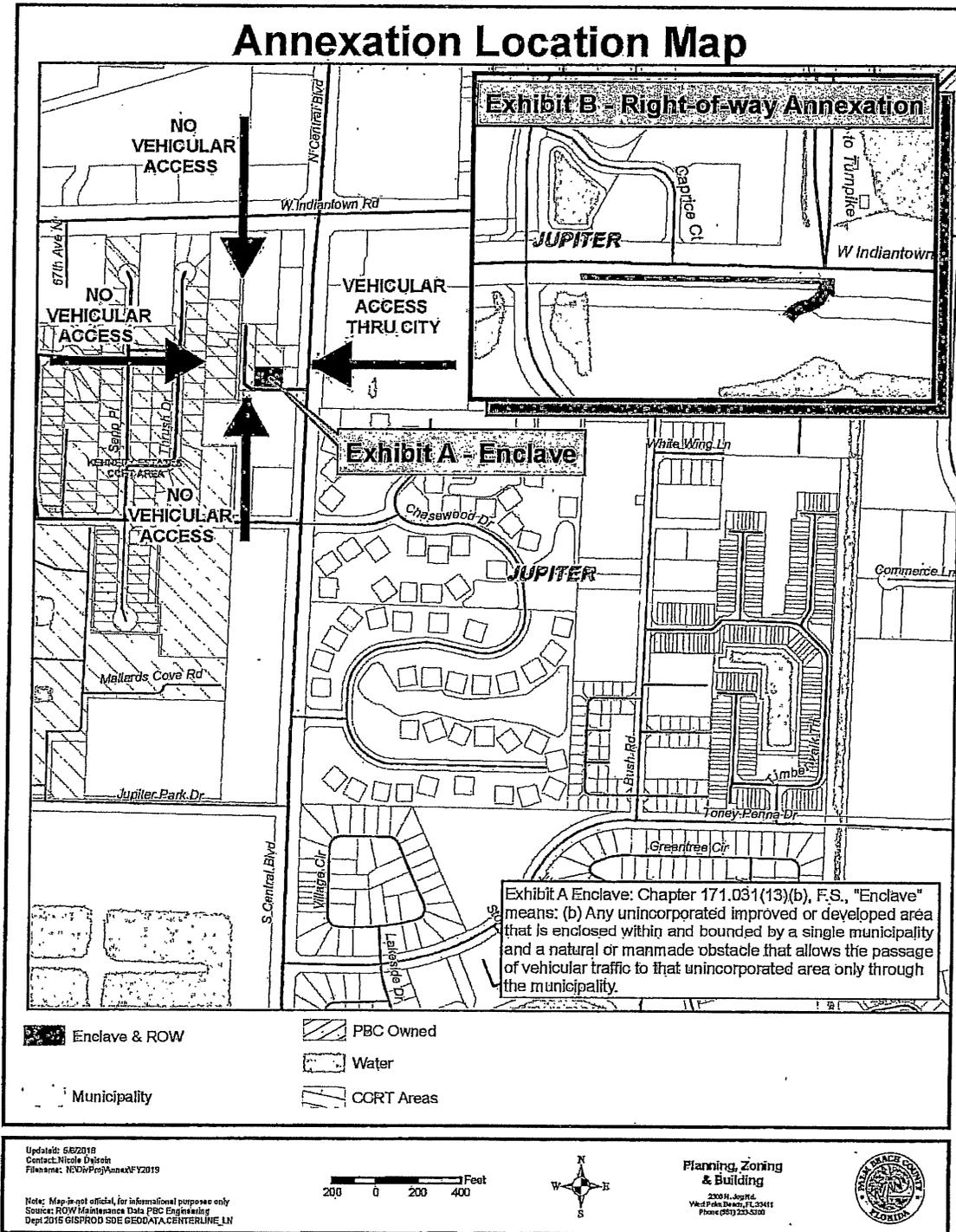
Exhibit A
Parcel within Enclave

<u>PCN #</u>	<u>Address</u>	<u>Owner Name</u>	<u>Legal Description</u>
00424103000007110	200 CENTRAL BLVD	OLR HOLDINGS LLC	3-41-42, W 130 FT of E 260 FT OF S 100 FT OF N 744.5 FT OF NE 1/4 OF SW ¼

Exhibit B
Right-of-Way to Be Annexed

Right-of-Way	Segment
<p>Right-of-way on south side of Indiantown Road including the entrance into Jupiter Country Club</p>	<p>A segment of road right-of-way located ¼ mile west of I-95, on the south side of Indiantown Road, which includes the driveway directly across and south of the Florida Turnpike Northbound/Southbound access ramp at its intersection with Indiantown road. Legally described as follows:</p> <p>Parcel 100 (B)(1) A portion of Sections 4 and 5, Township 41 South, Range 42 East; Being described as follows:</p> <p>BEGIN on the west line of said Section 4; at a point North 2°46'29" East 132.32 feet from the Southwest corner of the Northwest ¼ of said Section 4; thence run South 88°50'35" East 262.21 feet; thence South 1°09'25" West 79.00 feet; thence North 88°50'35" West 26.12 feet to the beginning of a curve concave to the Northwesterly having a radius of 140.00 feet; thence from a Tangent Bearing of South 26°04'54" West run Southwesterly along said curve 134.57 feet through a central angle of 55°04'31" to a point of reverse curvature with a curve concave to the Southeasterly having a radius of 80.00 feet; thence run Southwesterly along said curve 62.83 feet through a central angle of 45°00'00" to the end of said curve; thence South 36°09'25" West 10.00 feet; thence North 53°50'53" West 60.00 feet; thence North 36°09'25" East 10.00 feet to the beginning of a curve concave to the Southeasterly having a radius of 140.00 feet; thence run Northeasterly along said curve 109.96 feet through a central angle of 45°00'00" to a point of reverse curvature with a with a curve concave to the Northwesterly having a radius of 80.00 feet; thence run Northeasterly along said curve 106.70 feet, through a central angel of 76°25'00" to the end of said curve; thence North 88°50'35" West 1295.74 feet (crossing the West line of said Section 4, into said Section 5); thence North 1°09'25" East 25.00 feet; thence South 88°50'35" East 1106.77 feet to the POINT OF BEGINNING:</p> <p>Containing 1.145 acres, more or less.</p>

Annexation Location Map



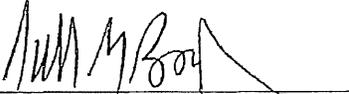
The foregoing Resolution was offered this 18th day of June, 2019 by Councilor Ron Delaney who moved its adoption. The motion was seconded by Councilor Ilan Kaufer and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR TODD R. WODRASKA	X	
VICE-MAYOR JIM KURETSKI	X	
COUNCILOR RON DELANEY	X	
COUNCILOR ILAN KAUFER	X	
COUNCILOR WAYNE R. POSNER	X	

The Mayor thereupon executed Resolution 60-19 on this 20th day of JUNE, 2019.

TOWN OF JUPITER, FLORIDA

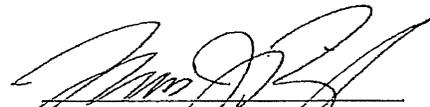
ATTEST:


 SALLY M. BOYLAN, MMC
 TOWN CLERK

BY: 
 TODD R. WODRASKA
 MAYOR

(TOWN SEAL)




 THOMAS J. BAIRD, ESQ.
 Approved as to form and
 legal sufficiency

INTERLOCAL AGREEMENT

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Section 3. Annexation

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Section 4. Annexation of Right-of-Way

The County hereby consents to the annexation of the right-of-way buffer identified in Exhibit "B" into the corporate boundaries of the Town.

Section 5. Effective Date

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Section 6. Filing

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ATTEST:

By: *Sally M. Boylan*
Sally Boylan, Town Clerk
(Seal)



TOWN OF JUPITER
By: *Tom R. Wodraska*
Tom R. Wodraska, Town Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Thomas J. Baird*
Thomas J. Baird, Town Attorney

ATTEST:

Sharon R. Bock
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA,
By Its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

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

By: *Ramsay J. Bulkeley*
Ramsay J. Bulkeley, Esq., Executive Director
Planning, Zoning & Building

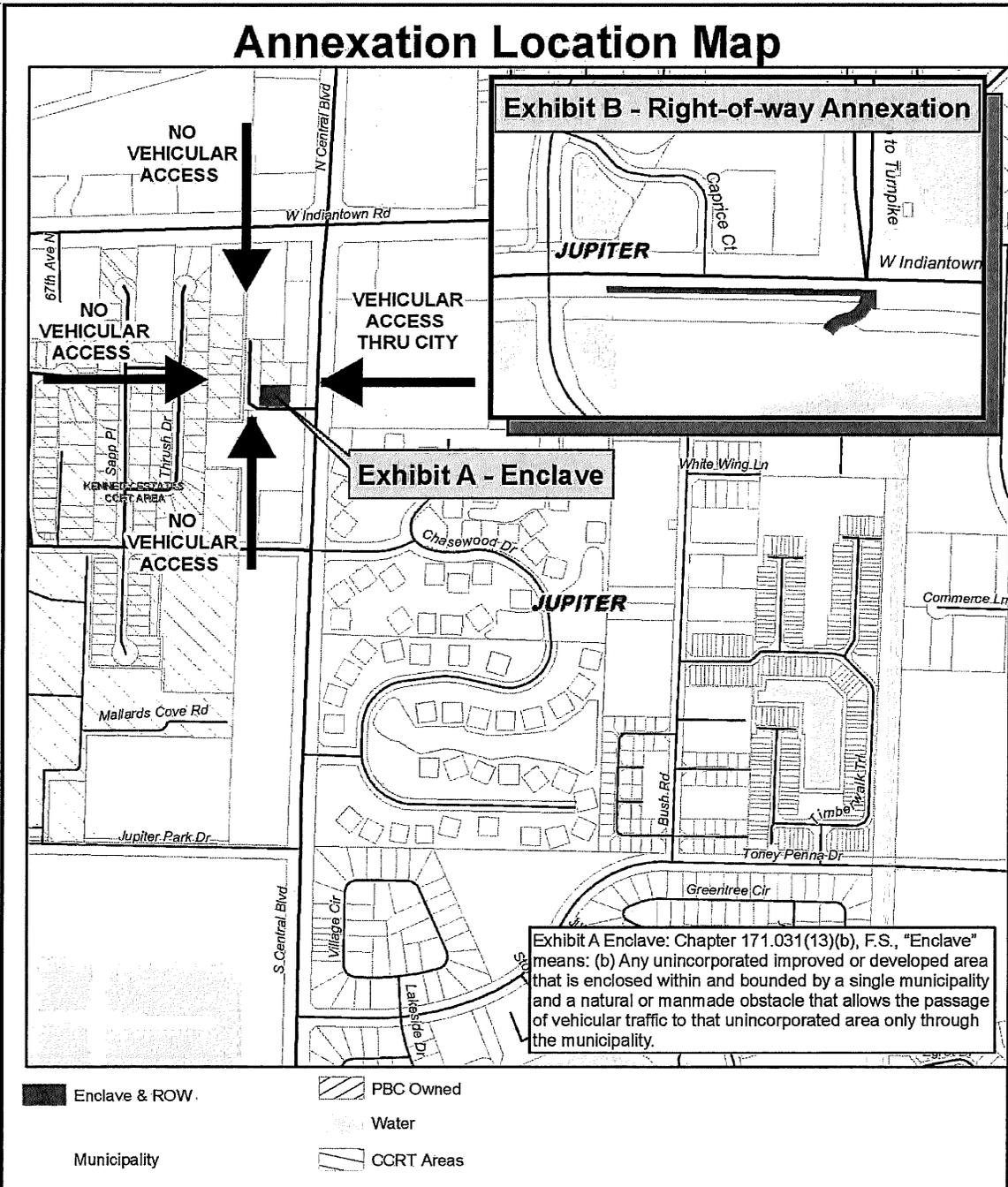
Exhibit A
Parcel within Enclave

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Right-of-Way to Be Annexed

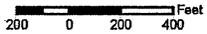
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Annexation Location Map



Updated: 5/6/2018
 Contact: Nicole Delsin
 Filename: N:\Dn\Proj\Annex\FY2019

Note: Map is not official, for informational purposes only
 Source: ROW Maintenance Data PBC Engineering
 Dept 2015 GISPROD SDE GEODATA CENTERLINE_LN



Planning, Zoning & Building
 2300 N. Jog Rd.
 West Palm Beach, FL 33411
 Phone (561) 233-2100

