

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>	<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 the Village of Palm Springs, if annexed citizens would continue to receive service from the same station.

C. Departmental Fiscal Review: *Paul Maguire*

III. REVIEW COMMENTS

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

Susan Thayer 11/18/14 *Barbara Wheeler* 11-19-14
 KO ASD SC OFMB Contract Dev. and Control
 11/17 JOL

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this ____ day of _____, 2014 between the VILLAGE OF PALM SPRINGS, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "VILLAGE," 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 (2013).

WHEREAS, Section 163.01, Florida Statutes (2013), 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 (2013), providing for annexation of certain enclaves by entering into an interlocal agreement between the municipality and the county having jurisdiction over such enclave; and

WHEREAS, Section 171.046, Florida Statutes (2013), limits annexation by interlocal agreement to enclaves of ten (10) acres or less in size; and

WHEREAS, Section 171.031 (13) (a) and (b), Florida Statutes (2013), defines enclaves 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 Village have determined that it is appropriate and will promote efficient provision of governmental services for the Village to annex certain enclaves; and

WHEREAS, it has been determined by the Village and by the County that the parcels to be annexed via this interlocal Agreement meet the requirements set out in Section 171.031 (a) and (b) and 171.046, Florida Statutes (2013), as such enclaves are developed or are improved, are ten (10) acres or less in size, and are completely surrounded by the Village or are surrounded by the Village and a natural manmade obstacle that allows passage of vehicular traffic to the enclaves only through the Village; and

WHEREAS, the enclaves identified for annexation in this Interlocal Agreement are in the Village's future annexation area as provided for in the Village's study for annexation; and

WHEREAS, the County and the Village agree that the parcels 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 subdivision regulations until the Village adopts a comprehensive plan amendment to include the parcels to be annexed in the comprehensive plan;

WHEREAS, upon the effective date of this interlocal agreement, the Village acknowledges ownership of, and maintenance responsibility for, the alleys and rights-of-way not owned or maintained by the County, that were previously dedicated to the public, unless otherwise specified in Exhibits C and D.

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 Village of Palm Springs of certain unincorporated enclaves which are identified in Exhibit "A" attached hereto and made a part hereof:

Section 2. Definitions

The following definition 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 (2013).
2. "Act" means Part 1 of Chapter 163, Florida Statutes (2013).
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, are hereby annexed into and are included in the corporate boundaries of the Village of Palm Springs.

Section 4. Annexation of Rights-of-Way

Palm Beach County hereby consents to the annexation of the right-of-way segments identified in Exhibit "B" into the corporate boundaries of the Village of Palm Springs.

Section 5. Transfer of Ownership and Maintenance Responsibility of Rights-of-Way identified in Exhibit "C"

Approval of this interlocal agreement by both parties constitutes mutual agreement by the Village and County pursuant to Section 335.0415, Florida Statutes (2013), to the transfer of the responsibility for ownership, operation and maintenance of the right-of-way segments identified in Exhibit "C" from the County to the Village. Such transfer shall occur upon the effective date of the annexation of the right-of-way segments identified in Exhibit "C".

Section 6. Assumption of Ownership and Responsibility of Other Public Dedications

Approval of this interlocal agreement by both parties constitutes mutual agreement by the Village and County that other rights-of-way, alleys, and/or easements, including but not limited to those identified in Exhibit "D", dedicated to the public via recorded plat shall be owned by the Village and become the responsibility of the Village for operation and maintenance upon the effective date of the annexation.

Section 7. Effective Date

This agreement shall take effect upon execution by both parties.

Section 8. 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 9. Notification

The Village 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 Village Council of the Village of Palm Springs 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 Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 10. Captions

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

Section 11. 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 12. 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 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.

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

ATTEST:

Mayor

By: _____
Deputy Clerk

(Seal)

Approved as to Form and Legal Sufficiency

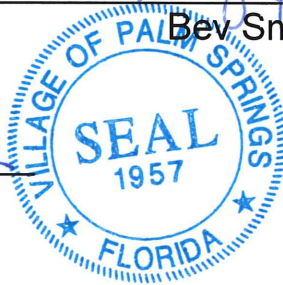
County Attorney

VILLAGE OF PALM SPRINGS

Bev Smith, Mayor

ATTEST:

Virginia Walton, Village Clerk



(Seal)

Approved as to Form and Legal Sufficiency

Village Attorney

Exhibit A
Parcel within Enclave

2nd Avenue North Enclave									
<u>Map ID#</u>	<u>PCN</u>	<u>Address</u>	<u>Owner</u>	<u>Acres</u>	<u>Registered Voters</u>	<u>PBC Land Use</u>	<u>PBC Zoning</u>	<u>Proposed Land Use</u>	<u>Proposed Zoning</u>
12	00434420010980010	2651 2nd Avenue N	Run He Lie Tr	0.67	Y	HR-8	RM	Multi-Family Residential	RM

**Exhibit B
2nd Avenue North Annexation Area**

Right-of-Way Segments To Be Annexed

Rights-of-Way	Segment
Lake Worth Road	Segment between existing Village limits at Congress Avenue and E-4 Canal
2 nd Avenue North	Segment between existing Village limits east of Congress Avenue and E-4 Canal
Belle Vue Avenue	Segment between existing Village limits south of 2 nd Avenue North and Lake Worth Road
Engle Road	Entire segment from 2 nd Avenue North to Lake Worth Road

**Exhibit C
2nd Avenue North Annexation Area**

**Right-of-Way Segments Operated and Maintained by the County
For which ownership and maintenance will be transferred to the Village**

Rights-of-Way	Segment
Belle Vue Avenue	Segment between Lake Worth Road north to 2 nd Avenue North
Engle Road	Segment between Lake Worth Road north to 2 nd Avenue North

Exhibit D
Other Rights-of-Way, Alleys or Easements Dedicated to the Public
For which ownership and maintenance will be assumed by the Village

Rights-of-Way	Segment
	Alleys dedicated via Belle Vue Park Addition Plat (PB 13, Pg 67)

RESOLUTION NO. 2014-61

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, PURSUANT TO SECTION 163.01, AND SECTION 171.046 FLORIDA STATUTES, ET SEQ., FOR THE PURPOSE OF ANNEXING ONE (1) 0.67 ACRE ENCLAVE AND FOUR (4) ROAD RIGHTS-OF-WAY, OF TEN ACRES OR LESS, THOSE LANDS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" TO THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs ("Village") deems it in the best interest of the Village to enter into that certain Interlocal Agreement with Palm Beach County for the annexing of one (1) 0.67 acre enclave and four (4) road rights-of-way; and

WHEREAS, the Village wishes to annex the one (1) 0.67 acre enclave and four (4) road rights-of-way; which are more fully described in **Exhibit "A"** to the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Interlocal Agreement with Palm Beach County, a copy of which is attached hereto and which is incorporated herein by reference, and which is authorized pursuant to Chapter 163.01 and Section 171.046 et seq., Florida Statutes; and further authorizes the Mayor and Village Clerk to execute and deliver said Interlocal Agreement to Palm Beach County, along with a certified copy of this Resolution.

Section 2. Upon their execution, the Village Clerk shall forthwith cause a certified copy of this Resolution, together with a copy of the said Interlocal Agreement to be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Resolution No. 2014-61

Section 3. This Resolution shall take effect immediately upon its passage.

Council Member Brinkman offered the foregoing resolution.

Council Member Escalada seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SERGIO ESCALADA, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOUG GUNTHER, MAYOR PRO TEM	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PATTI WALLER, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JONI BRINKMAN, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Mayor thereupon declared the Resolution duly passed and adopted this 13th day of NOVEMBER 2014.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: [Signature]
BEV SMITH, MAYOR

ATTEST:

BY: Virginia M. Walton
VIRGINIA M. WALTON, VILLAGE CLERK

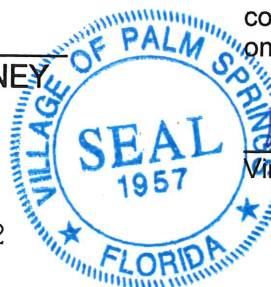


REVIEWED FOR FORM AND LEGAL SUFFICIENCY

STATE OF FLORIDA
COUNTY OF PALM BEACH
VILLAGE OF PALM SPRINGS

BY: [Signature]
GLEN J. TORCIVIA, VILLAGE ATTORNEY

I hereby certify that this is a true and correct copy of the original document on file in my office.



Virginia M. Walton
Virginia M. Walton, MMC, Village Clerk

Exhibit A
Parcel within Enclave

2nd Avenue North Enclave

12	00434420010980010	2651 2nd Avenue N	Run He Lie Tr	0.67	Y	HR-8	RM	Multi-Family Residential	RM
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**Exhibit B
2nd Avenue North Annexation Area**

Right-of-Way Segments To Be Annexed

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**Exhibit C
2nd Avenue North Annexation Area**

**Right-of-Way Segments Operated and Maintained by the County
For which ownership and maintenance will be transferred to the Village**

Belle Vue Avenue	Segment between Lake Worth Road north to 2 nd Avenue North
Engle Road	Segment between Lake Worth Road north to 2 nd Avenue North

Exhibit D
Other Rights-of-Way, Alleys or Easements Dedicated to the Public
For which ownership and maintenance will be assumed by the Village

	Alleys dedicated via Belle Vue Park Addition Plat (PB 13, Pg 67)



PLANNING DIVISION STAFF REPORT

BOARD OF COUNTY COMMISSIONERS HEARING

I. General Data

Agenda Name: Interlocal Agreement with Village of Palm Springs
2nd Ave Run He Lie Tr Enclave

Project Manager: Patricia Behn, Principal Planner

Recommendation: Staff recommends *approval* of the Interlocal Agreement

II. Item Summary

Summary: The item before the Board is to approve an Interlocal Agreement that would annex one unincorporated enclave located on the northwest corner of 2nd Ave N & LWDD E4 Canal

III. Current Request

The Village of Palm Springs is working towards a phasing plan to annex reasonably compact unincorporated sections within its future annexation areas. The Village has requested that the County enter into an Interlocal Agreement to annex the unincorporated enclaves within the area. By Resolution No. 2014-61 adopted on November 13, 2014, the Village of Palm Springs has petitioned the County to enter into such an agreement for the annexation of one enclaves consisting of one parcels totaling 0.67 acres, as identified in Exhibit A of the Interlocal Agreement. The annexation of the right-of-way segments are identified in Exhibit B and the transfer of ownership and maintenance of the right-of-way segments are identified in Exhibit C of the Interlocal Agreement. The Village has provided written notice to all owners of real property located within the enclaves, as shown at the end of this staff report. The annexation has been processed through the County's review departments, including Fire-Rescue, Engineering, Planning, Zoning, Environmental Resources Management, Parks and Recreation, Water Utilities, County Attorney, Property and Real Estate Management, Sheriff's Office and the Office of Financial Management and Budget and no issues were identified on the annexation.

IV. Background

Florida Statutes: Chapter 171 of the Florida Statutes establishes the annexation procedures for adjusting the boundaries of municipalities, determining when annexations may take place so as to ensure sound urban development, ensure the efficient provision of urban services to areas that become urban in character, and ensure that areas are not annexed unless municipal services can be provided to those areas. The Florida Statutes allows annexation of enclaves less than 10 acres through an Interlocal Agreement between the annexing municipality and the County.

County Policy: The Board of County Commissioners has directed staff to work with municipalities to strategically address annexations. The intention of the annexation objective within the Intergovernmental

County Policy: The Board of County Commissioners has directed staff to work with municipalities to strategically address annexations. The intention of the annexation objective within the Intergovernmental Coordination Element was to insure that there are mechanisms to guide the annexation process, that annexations are based on cost-effective patterns of service delivery and compliance with state statutory requirements. It is County policy to support and enter into interlocal agreement for the annexation of enclaves that are consistent with goals, objectives and policies of the County's Comprehensive Plan. The proposed annexation is consistent with the Intergovernmental Coordination Element, Objective 1.4, of the County's Comprehensive Plan, which encourages the elimination of enclaves.

Palm Springs Study: Per recommendations of the 2005 Palm Springs Annexation study, adopted by the Village of Palm Springs and accepted by the Board of County Commissioners, the Village and the County agreed to explore and initiate interlocal agreements for enclave annexations. The Board of County Commissioners directed staff to participate with the Village to develop agreements for the unincorporated land within the Village's Future Annexation Area.

V. Data and Analysis

The table provided in this staff report indicates how each parcel meets the criteria definition of an enclave, pursuant to the Definitions Section of Chapter 171.031 of the Florida Statutes. A detailed description of each parcel is included to indicate whether the enclave is (a) bounded and surrounded on all sides by the Village of Palm Springs, or (b) bounded and surrounded on one or more sides by the Village of Palm Springs and on one or more sides by a natural or manmade obstacle that allows the passage of vehicular traffic to the unincorporated area only through the Village.

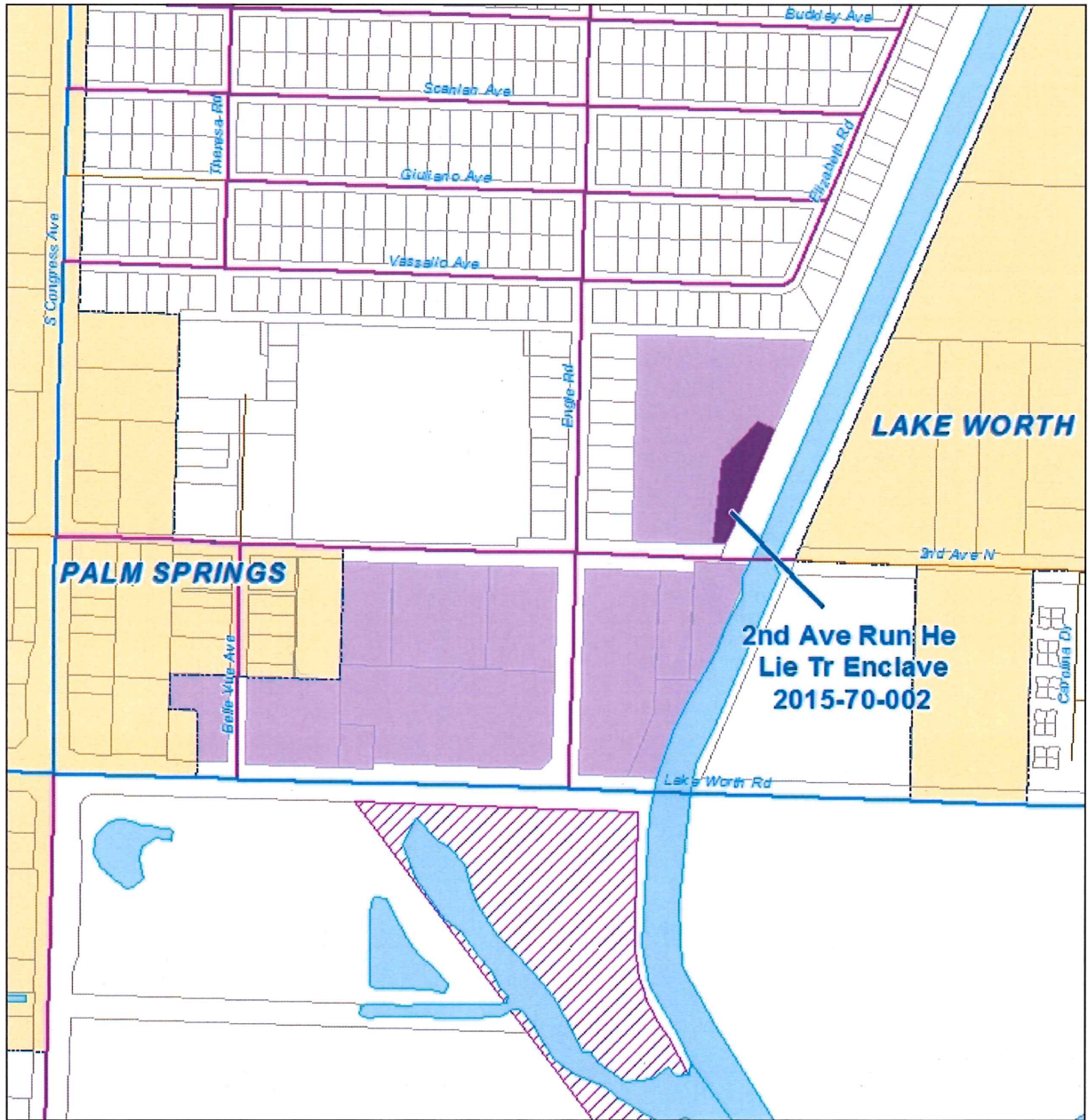
A map created by County staff of the area is also included in this staff report. The boundary lines are drawn according to the legal description of the Village. The enclaves depicted on the map show the municipal boundaries either surrounding the enclave or depicting the vehicular traffic to the unincorporated area only through the Village.

VI. Staff Assessment

The proposed annexation meets the requirements of Chapter 171, F.S., and is consistent with the Intergovernmental Coordination Element of the County's Comprehensive Plan. County staff recommends approval of the Interlocal Agreement.

T:\Planning\Intergovernmental\Annexations\2015 Fiscal Year\BCC Agenda Items\PS 2nd Ave N Run He Lie Enclave\Attach 3 2nd Ave N Run He Lie Tr Enclave Staff Report.docx

Village of Palm Springs 2nd Ave N Run He Lie Tr Enclave Interlocal



- | | | |
|-----------------------------|---------------------------------|------------------------|
| Proposed Annexation | Water | County ROW Maintenance |
| Proposed Enclave Interlocal | Palm Beach County Owned Parcels | County Maintained |
| Municipality | | Courtesy Maintained |
| | | Other ROW Maintenance |
| | | State Maintained |
| | | Other |

Updated: 11/16/2014
 Contact: Nicole Deason
 File name: N:\GIS\GIS\PA\MapSV2013
 Note: Map is not official for informational purposes only
 Source: ROW Maintenance Data P&C Engineering
 Dept: 211-10 2000 202 600 DATA CENTER\NLS\LV



Planning, Zoning & Building
 2000 N. 40th Rd.
 West Palm Beach, FL 33411
 Phone (561) 255-2500



Enclave Identification

PCN	Property Address	Acres	Characteristic
00-43-44-20-01-098-0010	2651 2nd Ave N	0.67	The area proposed to be annexed is currently bounded and surrounded on the north west and south sides by the Village of Palm Springs, on the east side by a natural or manmade obstacle that allows the passage of vehicular traffic to the unincorporated area only through the Village, therefore the area meets the characteristics of an enclave per Chapter 171.031(13)(b), F.S.

Written Notice to Property Owners



Village of Palm Springs

Land Development

226 Cypress Lane • Palm Springs, Florida 33461

(561) 965-4016

Fax (561) 439-4132

October 14, 2014

Run He Lie Tr
6973 Donald Ross Road
Palm Beach Gardens, Florida 33418-8306

Re: 2651 2nd Avenue N

Dear Sir or Madam,

The Village of Palm Springs has annexed many quality properties as part of the Village Council initiative to provide enhanced services to property owners who share mutual concerns and interests. Your property at 2651 2nd Avenue North is one such property that we are currently proposing to annex into the Village. The law allows this annexation to occur by Interlocal Agreement between the Village of Palm Springs and Palm Beach County. The County Commission's policy is to assist municipalities in annexing those contiguous properties, commonly called "pockets" or "enclaves" into the municipality that provides basic services to the area.

The public hearing for the resolution authorizing this annexation has been scheduled for November 13, 2014 at 6:30 p.m. at the Palm Springs Village Community Room, 226 Cypress Lane, Palm Springs, Florida.

The Palm Beach County Board of County Commissioners will also consider the Agreement for approval in December. Patricia Behn, Senior Planner for the County can be contacted at (561) 233-5300 for details concerning that meeting.

For additional information, you may contact me at 561-965-4016.

Sincerely,

Kim Glas-Castro, AICP LEED AP
Land Development Director

www.villageofpalm Springs.org