

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 10, 2024 [] Consent [X] Regular
[] Workshop [] Public Hearing

Department: Planning, Zoning & Building

Submitted By: Planning Division

Submitted For: Planning Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Approve an Interlocal Agreement (ILA) between Palm Beach County ("County") and the Town of Haverhill ("Town") setting forth certain conditions which will resolve the County's potential challenge to the voluntary annexation of properties totaling 12.55 acres located on the north side of Wallis Road west of Haverhill Road.

Summary: The County received a filing for annexation from the Town in February of 2024. The Town seeks to voluntarily annex approximately 12.55 acres (5 parcels) of land known as the Wallis Road Property that are proposed to be redeveloped into a single development. A summary of the annexation request is provided below:

| | |
|---|---|
| Annexation Name | Wallis Rd. Property |
| Annexation Type | Voluntary |
| Acres | 12.553 |
| Applicant | Meritage Homes |
| Location | Approximately 0.22 miles north of Southern Blvd.; 0.91 miles west of S. Military Trail; 2.30 miles east of the Florida Turnpike |
| Parcel Control Numbers | 00-42-43-35-02-005-0030 |
| | 00-42-43-35-02-005-0010 |
| | 00-42-43-35-02-005-0020 |
| | 00-42-43-35-02-006-0070 |
| | 00-42-43-35-02-006-0010 |
| Existing Use | Residential & Vacant |
| Proposed Use | Townhomes |
| County Future Land Use | LR-2, Low Density Residential, 2 units/acre |
| County Zoning | RM, Multifamily Residential |
| Town Future Land Use (proposed*) | High Density Residential; 8 units/acre |
| Town Zoning (proposed*) | R-3 Medium Density Residential |

(CONTINUED ON PAGE 3)

Background and Policy Issue: Florida Statutes allows the owner of real property in an unincorporated area to petition a municipality to be annexed if the real property is contiguous to the municipality and reasonably compact. It is the County Staff's position that the proposed annexation area is not contiguous to the municipality as defined by Section 171.031(3), Florida Statutes, because the annexation area is separated from the Town by a canal which will prevent the annexation area and the Town from becoming a unified whole with respect to municipal services and prevent the inhabitants of the annexation area from fully associating with inhabitants of the Town socially and economically.

Attachment(s):

1. Area Maps of proposed annexation areas
2. Proposed Interlocal Agreement as Exhibit 2.

Recommended By: Whitney Carrol Digitally signed by Whitney Carrol
DN: cn=Whitney Carrol, o=Palm Beach County, ou=Planning, email=whitney.carrol@pbcgov.org, c=US
 Department Director Date
 Approved by: *J. Cole* 9/4/24
 Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2024 | 2025 | 2026 | 2027 | 2028 |
|--------------------------|------|------|------|------|------|
| 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
 Is this item using Federal Funds? Yes ___ No X
 Is this item using State Funds? Yes ___ No X

Budget Account No:
 Fund Dept Unit

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

There is no fiscal impact to this agenda item. If there is a change to the fiscal impact, a new agenda item will be presented to the Board.

C. Departmental Fiscal Review:

Aaron Maharaj

Digitally signed by Aaron Maharaj
 DN: cn=Aaron Maharaj, o=Enterprise, ou=Enterprise, ou=025, ou=Users, cn=Aaron Maharaj, c=Massachusetts
 I am the author of this document
 Date: 2024.08.29 10:21:29-0400
 Total PDF Editor Version: 12.1.0

Angelo DiPierro

Digitally signed by Angelo DiPierro
 DN: cn=Angelo DiPierro, o=Enterprise, ou=Enterprise, ou=FMB, ou=Users, cn=Angelo DiPierro, c=Massachusetts
 I am the author of this document
 Date: 2024.08.29 09:18:37-0400
 Total PDF Editor Version: 12.1.0

III. REVIEW COMMENTS:

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

Lisa Mata 8/29/2024
 OFMB
 8/28

Brundage Mack 8/29/24
 Contract Dev. & Control
 8/29/24

B. Legal Sufficiency

[Signature]
 Assistant County Attorney

C. Other Department Review

 Department Director

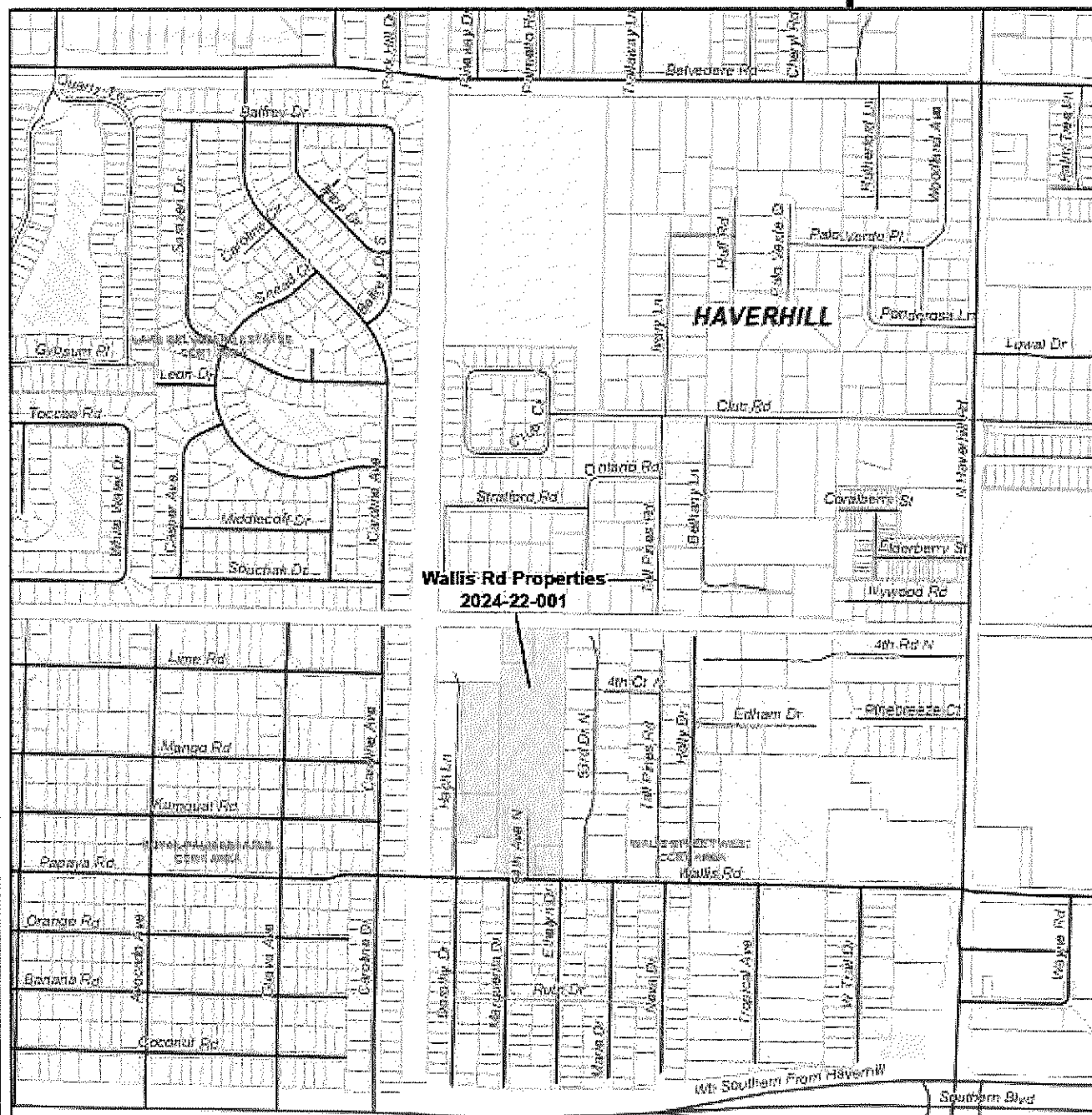
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

SUMMARY CONTINUED FROM PAGE 1

After review, County staff identified inconsistencies with Chapter 171, Florida Statutes. Specifically, the County Staff's position is that the subject property (shown in Exhibit 1) is not contiguous to the Town. The County sent a letter of objection on March 15, 2024, and County Staff objected at the Town's first reading of the annexation ordinance on March 28, 2024. Thereafter, the Town continued the first hearing to April 25, 2024. On April 2, 2024, the Palm Beach County Board of County Commissioners ("BCC") gave direction to staff to work with Commissioner Weiss and the Town to resolve the objection to the annexation and to bring the item back for consideration. On April 25, 2024, the Town, at the continued hearing, approved the first reading of the annexation ordinance. Following this hearing, the Town and the County, with input from the Applicant, created the subject ILA setting forth the conditions under which the County would not object to the proposed annexation. The Town adopted the ILA at its August 22, 2024 Town Council meeting. The ILA, which is attached as Exhibit 2 hereto, ensures that ten (10) out of the one hundred (100) proposed townhomes will be provided as for-sale workforce housing units as detailed in the ILA. Although the ILA does not eliminate the contiguity issue, it sets forth the conditions under which the County will agree not to challenge the proposed annexation, thereby foregoing the time and cost of a formal challenge to the annexation. **Unincorporated** (DWL)

Exhibit 1
Town of Haverhill Proposed Annexation

Annexation Location Map

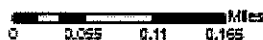


**Wallis Rd Properties
2024-22-001**

- | | | | |
|---------------------|------------|---------------------------------|-----------------------|
| Proposed Annexation | Water | Right-of-Way Maintenance | |
| Municipalities | CCRT Areas | County ROW Maintenance | Other ROW Maintenance |
| PBC Owned | | County Maintained | State Maintained |
| | | Courtesy Maintained | Other |

Updated: 3/14/2024
Contact: Isaac DeLeon
Filename: J:\GIS\Proj\Annex\FY2024

Note: Map is not official, for informational purposes only.
Source: ROW Information Data PBC Engineering
Dept 21-5 GIS/POD GDC GEODATA/CENTERS/INC_JUN



**Planning, Zoning
& Building**

2024 N. Jay Rd.
First Floor, Room 112, 01801
Phone: (978) 225-4000



**INTERLOCAL AGREEMENT BETWEEN THE
TOWN OF HAVERHILL AND PALM BEACH COUNTY**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement," is made on this 10th day of September, 2024 between the TOWN OF HAVERHILL, a municipal corporation located in Palm Beach County, 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 1, Chapter 163, Florida Statutes (2024) (the "Act").

WHEREAS, Section 163.01, Florida Statutes (2024), 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, the Town received applications for Voluntary Annexation, Future Land Use Amendment, and Rezoning (collectively, "Applications") by Meritage Homes of Florida, Inc., a Florida corporation ("Petitioner"), as agent for and on behalf of the owners of five (5) unincorporated parcels totaling approximately 12.553 acres of property as more particularly described in Exhibit "A" (collectively, the "Property") attached hereto and made a part hereof; and

WHEREAS, the Petitioner desires that the Property be annexed into the Town pursuant to the provisions for voluntary annexation, as set forth in Section 171.044, Florida Statutes (2024); and

WHEREAS, the Town staff has preliminarily determined the Petitioner's Voluntary Annexation Application bared the signatures of all owners of the Property, that the Property is reasonably compact and contiguous to the corporate areas of the Town, that annexation would not result in the creation of any enclaves, meets the requirements of Section 171.044, Florida Statutes (2024), and was otherwise in accordance with State and local laws; and

WHEREAS, the Town provided preliminary notification to the County as required by County Ordinance Number 2007-018 and section 7.1 of the County Charter and County objected to the annexation of the Property based on the County's position that the Property is not contiguous with the Town's boundaries; and

WHEREAS, the County and the Town have determined it is appropriate to cooperate and resolve their differences to avoid the time and costs associated with challenging the annexation and to promote housing affordability and the efficient provision of governmental services for the Town; 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 provide terms and conditions for the County to withdraw its objection to annexation by the Town of the Property, subject to the review and approval of the Town Council. The survey depicting the Property affected by this Agreement is attached as Exhibit "B," and a location map depicting the area of the Property to be annexed is attached as Exhibit "C," both of which are incorporated herein by reference.

Section 2. County's Withdrawal of Objection

The County will withdraw its objection to and agrees not to challenge the Town's annexation of the Property identified in Exhibit "A" so long as the Town Council approves the Petitioner's Applications, including the proposed development order approving the Rezoning and the Ordinance adopting the Future Land Use for the Property, with the following conditions in both the development order approving the Rezoning and the Ordinance adopting the Future Land Use:

- Ten (10) dwelling units shall be restricted and set aside for for-sale workforce housing in the following categories:

| | |
|-------------|-----------------------|
| Low: | two (2) units; and, |
| Moderate 1: | three (3) units; and, |
| Moderate 2: | five (5) units; |
- The eligible income categories and pricing for Low, Moderate 1, and Moderate 2 are as set forth in Article 5.G.1 of the County's Unified Land Development Code, as amended;
- The affordability period shall be 15 years, recurring if the unit is sold within the 15 year period;
- The workforce housing units shall be monitored annually by the Town during the affordability period to ensure owner occupancy;
- Prior to any resale of a workforce housing unit during the affordability period, the purchaser shall be verified as being an eligible purchaser with such verification to be processed by the County at the Town's request; and
- Petitioners shall record a Restrictive Covenant on the applicable workforce housing units consistent with the above provisions prior to the Town issuing the first residential building permit on the Property.

Section 3. Annexation

If the Applications are approved by the Town Council with the proposed conditions set forth in Section 2 above, the County's objection will be deemed withdrawn and the Property described in Exhibit "A" may be annexed into and included in the corporate boundaries of the Town subject to the terms of this Agreement, and the provisions of Chapter 171, Part I, Florida Statutes (2024) without objection of the County.

Section 4. Duration, Effective Date, and Termination

This Agreement shall take effect upon execution by both parties and continue thereafter until terminated or replaced with another agreement. This Agreement shall automatically terminate upon the recording of a Restrictive Covenant on the Property consistent with Section 2, above, withdrawal of the Applications by the Petitioner, or disapproval of the Applications by the Town Council. Notwithstanding the foregoing, this Agreement will not be deemed to have terminated in the event

that the Town amends the approval of the Applications to delete or revise the site plan conditions in such a way that is inconsistent with the requirements of Section 2, above.

Section 5. 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 the County.

Section 6. Notification

The Town and County hereby acknowledge they have each provided appropriate notice to the public as required by the Charter, Code, and Ordinances of each agency to consider the adoption of this Agreement.

Section 7. Captions

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

Section 8. 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 9. 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.

IN WITNESS WHEREOF, the Town and the County have executed this Agreement or caused the same to be executed by their duly authorized representatives as of the date and year first written above.

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TOWN OF HAVERHILL

ATTEST:



Tracey L. Stevens, Town Administrator

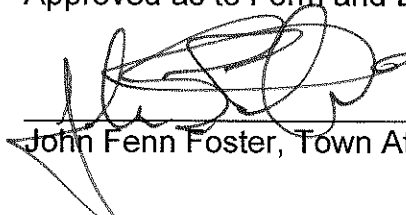
(Seal)

Jay G. Foy, Mayor



Approved as to Form and Legal Sufficiency

John Fenn Foster, Town Attorney



ATTEST:

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

Joseph Abruzzo
Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Darren Leiser
Assistant County Attorney

By: _____
Whitney Carroll, Executive Director
Planning, Zoning & Building

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

THAT PORTION OF TRACT 5, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER THEREOF THENCE EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 190.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH AND PARALLEL TO THE EAST LINE THEREOF, A DISTANCE OF 150.00 FEET TO A POINT; THENCE EAST AND PARALLEL WITH THE SOUTH LINE THEREOF A DISTANCE OF 130.00 FEET TO THE EAST LINE THEREOF; THENCE SOUTH ALONG THE EAST LINE THEREOF A DISTANCE OF 150.00 FEET TO THE SOUTH LINE THEREOF; THENCE WEST ALONG THE SOUTH LINE THEREOF 130.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE EAST 190 FEET OF THE SOUTH 552.11 FEET OF THE NORTH 824.36 FEET OF TRACT 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH

A PARCEL OF LAND IN TRACT 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 6, BOULEVARD ESTATES , ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS THE NORTH 824.36 FEET, LESS THE WEST 100 FEET AND LESS THE SOUTH 20 FEET ALSO LESS A PARCEL OF LAND IN TRACT 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, RECORDED IN PLAT BOOK 21, PAGE 44, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 170 FEET OF THE SOUTH 190 FEET OF THE EAST 210 FEET, LESS THE WEST 110 FEET OF THE NORTH 35 FEET THEREOF, SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH

PARCEL 1:

TRACT 5, BOULEVARD ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 145 FEET OF THE SOUTH 150 FEET OF THE EAST 130 FEET; LESS AND EXCEPT THE NORTH 174.25 FEET OF THE WEST HALF OF SAID TRACT 5; AND ALSO LESS AND EXCEPT THE SOUTH 5 FEET FOR ROAD RIGHT-OF-WAY CONVEYED TO PALM BEACH COUNTY BY RIGHT-OF-WAY DEED RECORDED IN O.R.BOOK 891, PAGE 596.

PARCEL 2:

THE NORTH 174.25 FEET OF THE WEST HALF OF TRACT 5, BOULEVARD ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO KNOWN AS:

THAT PORTION OF TRACT 5 AND 6, BOULEVARD ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 44, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTH QUARTER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA; THENCE N 01° 29' 11" E, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1386.71 FEET; THENCE, S 89° 03' 21" E, ALONG A LINE 20 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF TRACT 6 OF SAID PLAT, A DISTANCE OF 165.02 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID PARALLEL LINE, N 01° 29' 11" E, ALONG A LINE 100.01 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 6, A DISTANCE OF 379.86 FEET; THENCE DEPARTING SAID PARALLEL LINE, S 89° 03' 21" E, A DISTANCE OF 30.02 FEET TO A POINT OF INTERSECTION WITH A LINE 130.02 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF TRACT 6; THENCE N 01° 29' 11" E, ALONG SAID PARALLEL LINE A DISTANCE OF 552.13 FEET; THENCE S 89° 03' 21" E, A DISTANCE OF 190.01 FEET TO A POINT OF INTERSECTION WITH EAST LINE OF SAID TRACT 6 AND WEST LINE OF TRACT 5; THENCE N 01° 29' 11" E, ALONG SAID WEST LINE OF TRACT 5, A DISTANCE OF 272.26 FEET TO THE NORTHWEST CORNER OF SAID TRACT 5; THENCE S 89° 03' 21" E, ALONG THE NORTH LINE OF SAID TRACT 5, A DISTANCE OF 320.04 FEET TO THE NORTHEAST CORNER OF TRACT 5. THENCE DEPARTING SAID NORTHEAST CORNER OF TRACT 5, S 01° 29' 11" W, ALONG THE EAST LINE OF SAID TRACT 5, A DISTANCE OF 1219.25 FEET TO A POINT 5.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT 5; THENCE N 89° 03' 21" W, ALONG A LINE 5.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 5 A DISTANCE OF 320.04 FEET; THENCE N 01° 29' 11" E, A DISTANCE OF 185.01 TO A POINT ON A LINE 190.00 FEET NORTH OF A PARALLEL TO THE SOUTH LINE OF TRACT 5; THENCE ALONG SAID PARALLEL LINE, N 89° 03' 21" W, A DISTANCE OF 100.01 FEET; THENCE S 01° 29' 11" W, A DISTANCE OF 35.00 FEET TO A POINT ON A LINE 155.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 5; THENCE ALONG SAID PARALLEL LINE, N 89° 03' 21" W, A DISTANCE OF 110.02 FEET. THENCE, S 01° 29' 11" W, A DISTANCE OF 135.01 FEET TO A POINT ON A LINE 20.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT 5; THENCE N 89° 03' 21" W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

ALL ABOVE CONTAINING 546,817 SQUARE FEET/12.5532 ACRES, MORE OR LESS.

EXHIBIT B

SURVEY OF THE PROPERTY

SEE ATTACHED

EXHIBIT C

LOCATION OF THE PROPERTY

Description of area to be Annexed: The area to be annexed is located in unincorporated Palm Beach County approximately 0.22 miles North of Southern Boulevard, 0.91 miles West of Military Trail, and 2.30 miles East of the Florida Turnpike, as depicted on the survey and shown by the location map below.

LOCATION MAP

