

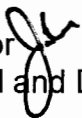



Interoffice Memorandum

SEE MINUTES
FOR MOTION
DEC 01 2015 NP/CAS

November 10, 2015

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director 
Community, Environmental and Development
Services Department

CONTACT PERSON: **Alberto A. Vargas, MArch., Manager** 
Planning Division
(407) 836-5354

SUBJECT: December 1, 2015 – Public Hearing
Interlocal Agreement for Annexation of Enclaves between
City of Apopka, Florida and Orange County, Florida
404 East Welch Road

Florida Statutes define an “enclave” as “[A]ny unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.” An Enclave Study conducted by Orange County Planning Division in 2007 and updated twice (2009 and 2011) identified a number of enclaves located throughout the thirteen municipalities.

Enclaves are a serious problem for Orange County or any governmental entity in which they are located as they create issues that are not conducive to comprehensive planning, delivery of services, public safety, and growth management. Sec. 171.046(2)(a) provides that developed enclaves of ten acres or less may be annexed pursuant to an interlocal agreement between a county and a city. The Orange County/City of Apopka Joint Planning Area (JPA) Agreement also calls for elimination of enclaves ten acres or less in size via interlocal agreements. The County has worked closely with several of its municipalities, including cities of Apopka, Ocoee, and Winter Garden, to identify and start eliminating existing enclaves via an interlocal agreement method.

The property subject to this agreement, Parcel ID# 34-20-28-9550-00-232 (404 East Welch Road) is 1 acre in size and developed. It is also completely surrounded by the City of Apopka. It is, therefore, eligible for annexation by an interlocal agreement.

The City of Apopka approved this interlocal agreement on August 5, 2015.

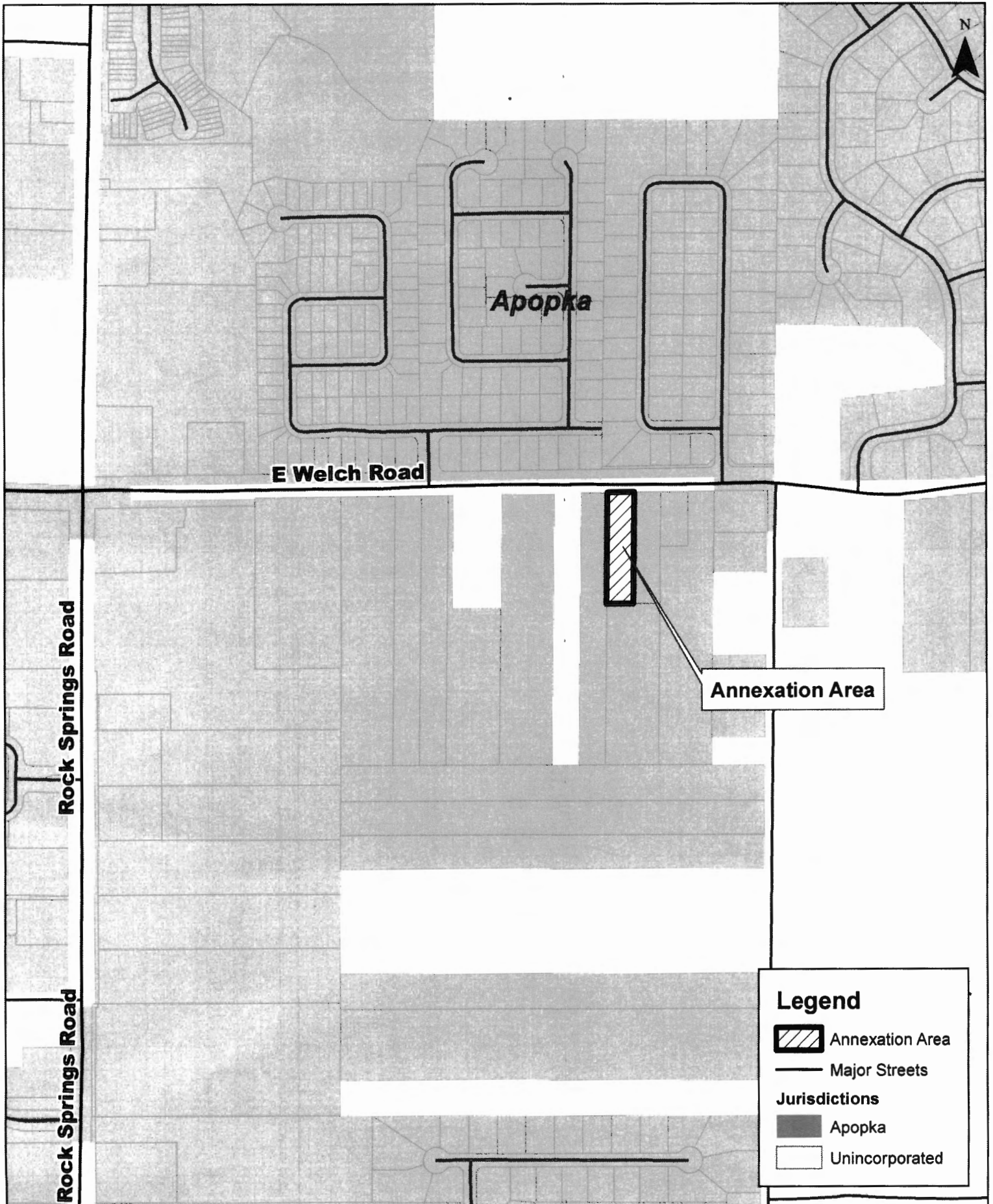
ACTION REQUESTED: Approval of the Interlocal Agreement for Annexation of Enclaves between City of Apopka, Florida and Orange County, Florida. District 2.

AV/js

Attachments

c: Chris Testerman, AICP, Assistant County Administrator
Joel D. Prinsell, Deputy County Attorney, County Attorney's Office
Janna Souvorova, AICP, Principal Planner, Planning Division

City of Apopka
Enclave Annexation Area
404 East Welch Road



DEC 0 1 2015 NP/CAS

EXHIBIT "B"

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Apopka
Community Development Department
David Moon, Planning Manager
P. O. Box 1229, Apopka, FL 32704-1229

Tax Parcel Identification Number:
34-20-28-9550-00-232

For Recording Purposes Only

INTERLOCAL AGREEMENT FOR ANNEXATION OF ENCLAVES

Between

CITY OF APOPKA, FLORIDA

And

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT, dated this _____ day of _____, 20____, (hereinafter referred to as "Agreement") between the **CITY OF APOPKA**, a municipal corporation in the State of Florida whose mailing address is P. O. Box 1229, Apopka, Florida 32704-1229 (hereinafter referred to as "City"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosaline Avenue, Orlando, Florida 32801 (hereinafter referred to as "County"), is entered into for the purpose of annexing certain enclaves located within unincorporated Orange County into the corporate limits of the City of Apopka, Florida, pursuant to, and as authorized by, Florida Statutes § 171.046.

WITNESSTH

WHEREAS, Florida Statutes § 171.046, adopted by the Florida Legislature, recognizes that enclaves can create significant problems in planning, growth management, and service delivery; that it is the policy of the State of Florida to eliminate enclaves; and provides a method for the annexation by interlocal agreement of enclaves that are ten (10) acres or less; and

WHEREAS, Florida States § 171.031, adopted by the Florida Legislature, defines areas that are "urban in character" as those lands used intensively for residential, urban recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes; and defines "enclaves" as any unincorporated developed or improved area that is enclosed within and bounded on all sides by a single municipality, or any unincorporated developed or improved area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, Florida Statutes § 171.043, adopted by the Florida Legislature, describes the character of the area that may be annexed; and

WHEREAS, the City and County agree that both parties shall work together in good faith to enter into interlocal agreements pursuant to Florida Statutes to eliminate such identified enclaves; and

WHEREAS, it has been determined by the City that the parcel to be annexed by this Agreement is within the future annexation and planning areas of the City and meets the requirements set out in Florida Statutes § 171.046; and

WHEREAS, annexation of the identified enclave into the City will avoid unnecessary confusion and duplication of municipal services, including emergency services.

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION I. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION II. This Agreement is executed in order to adjust and redefine the corporate limits of the City to include the land described in Section III below in order to ensure the sound and efficient delivery of urban services to said lands.

SECTION III. The City and the County hereby find that the following land located in unincorporated Orange County is an enclave of 10 acres or less which meets the criteria for annexation into the City under Florida Statutes § 171.046.

See **Attachment "A"** which is attached hereto and by this reference made a part thereof. A map of the above-described land which clearly shows the area proposed to be annexed is attached hereto as **Attachment "B"** and by this reference made a part hereof.

SECTION IV. The City hereby finds that the annexation of the land herein described is consistent with State law, the City's Comprehensive Plan and meets all of the requirements for annexation set forth in State law and the City's Comprehensive Plan.

SECTION V. Pursuant to Florida Statutes § 171.046(2), the City and the County by this Agreement hereby annex into the corporate limits of the City that land described in Attachment "A" hereto.

SECTION VI. The land herein described and future inhabitants of said land shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances and regulations of the City and shall be entitled to the same privileges and benefits as other areas of the City.

SECTION VII. The land herein described shall have the existing County land use plan and County zoning or subdivision regulations in full force and effect until the City adopts a comprehensive plan amendment and rezoning that includes said land. The City agrees to process for change of land use classification and zoning category of this annexed land in accordance with applicable City ordinances and State laws within twenty-four (24) months following the date of execution of this Agreement by the second party hereto and at no charge to the owners of the land described in Attachment "A" hereto.

SECTION VIII. The City hereby acknowledges that, prior to their approval of this Agreement, they have jointly provided written notice to all owners of the real property identified in Attachment "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser. The written notice described the purpose of this Agreement and stated the date, time, and place of the meetings of the City of Apopka City Council at which this Agreement was to be considered for approval.

SECTION IX. Miscellaneous.

1. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors or assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

2. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

3. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

4. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

5. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and/or in connection with any action undertaken in compliance with, or relating to, this Agreement.

SECTION X. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION XI. This Agreement shall become effective upon its execution by the second of the two parties hereto and each respective date shall be inserted on the first page of this Agreement. Thereafter the City Clerk is directed to file a certified copy of this Agreement and associated attachments with the Clerk of the Circuit Court in and for Orange County, Florida; the Orange County Property Appraiser; and the Department of State of the State of Florida.

Interlocal Agreement for Annexation of Enclaves Between The City of Apopka and Orange County

Parcel ID #: 34-20-28-9950-00-232

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SECTION XII. Following its execution by the City and the County, a copy of this Agreement shall be recorded and thereafter provided by certified mail to all owners of the real property identified in Attachment "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Orange County Property Appraiser.

[Remainder of page left blank intentionally]

Interlocal Agreement for Annexation of Enclaves Between The City of Apopka and Orange County

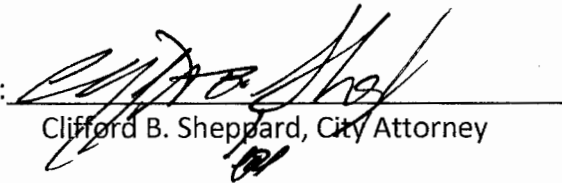
Parcel ID #: 34-20-28-9950-00-232

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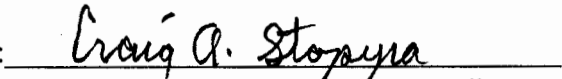
ATTEST:

By: 
Linda F. Goff, City Clerk

APPROVED AS TO FORM:

By: 
Clifford B. Sheppard, City Attorney

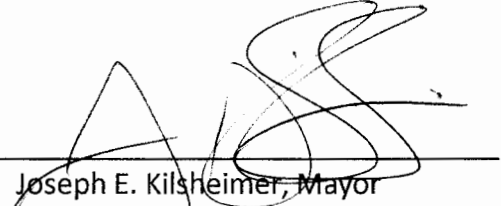
ATTEST:

By: 
for Martha O. Hayne, County Comptroller
As Clerk of the Board of County Commissioners

Date: DEC 04 2015

"CITY"

CITY OF APOPKA, a Florida Municipal Corporation

By: 
Joseph E. Kilsheimer, Mayor

APPROVED BY THE CITY OF APOPKA CITY COUNCIL AT
A MEETING HELD 8-5-15

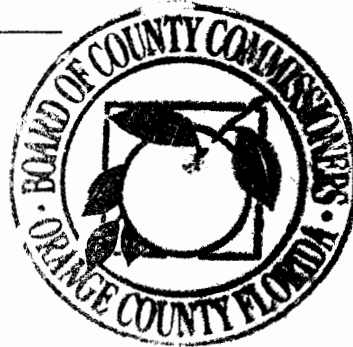
"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
Teresa Jacobs, Orange County Mayor

Date: 12-03-15



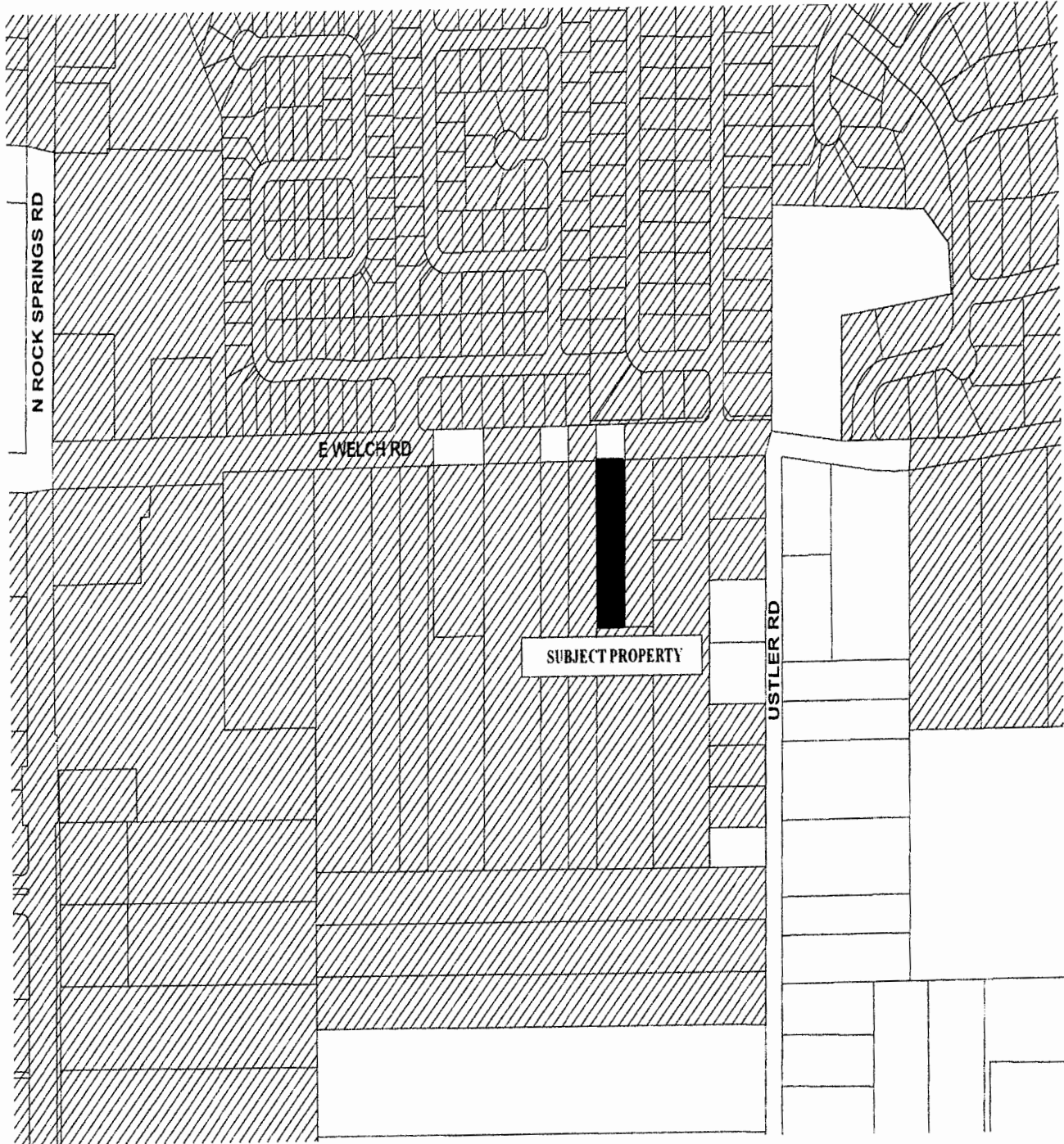
ATTACHMENT "A"

LEGAL DESCRIPTION OF ANNEXED LAND

APOPKA RANCHES Z/134 THE N 425 FT OF W 102.5 FT OF LOT 23
Parcel ID: 34-20-28-9950-00-232
Containing 1.00 +/- Acres



ATTACHMENT "B"
DONALD LEE BOUGHAN
404 EAST WELCH ROAD
Total Acres: 1.00 +/-



VICINITY MAP