

RESOLUTION 25-05-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT WITH PALM BEACH COUNTY EXPANDING THE BOUNDARIES OF THE LAKE PARK CRA.

WHEREAS, Sec. 163.01, Fla. Stat. 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, by adoption of Resolution 65-1996, the Lake Park Community Redevelopment Area Plan was approved by the Town Commission on November 20, 1996 (the “1996 Plan”); and

WHEREAS, by adoption of Resolution 96-1852 on November 6, 1996, the Palm Beach County Board of County Commissioners delegated the exercise of powers conferred by Chapter 163, Part III, Florida Statutes, “The Community Redevelopment Act of 1969” to the Town; and

WHEREAS, an updated and amended version of the 1996 plan as contemplated by Part III, Chapter 163, Florida Statutes, was prepared which updated the 1996 plan, and was adopted on February 17, 2010 by Resolution 10-02-10 (the “2010 Plan”) by the Town Commission; and

WHEREAS, the TOWN and the CRA are proposing to expand the CRA’s boundaries, and to facilitate the same the TOWN, on September 20, 2023, adopted Resolution 38-05-23, making the finding that the proposed CRA expansion areas are blighted and that it is necessary to add the areas to the CRA to alleviate impacts of the blighted conditions; and

WHEREAS, the COUNTY as a charter County retained the power to consent to the expansion of the CRA boundaries under County Resolution 96-1852; and

WHEREAS, Sec. 163.387(3)(b), Fla. Stat. provides that alternate provisions may be established by Interlocal agreement between a taxing authority and the governing body establishing the community redevelopment agency; and

WHEREAS, the COUNTY’S Board of County Commissioners, the CRA Board of Commissioners, and the Town Commission of the TOWN have determined that the CRA does not need tax increment revenues from the COUNTY for the expansion areas; and

WHEREAS, the Community Redevelopment Agency of the Town of Lake Park, Florida adopted Resolution XX=XX_XX on May 1, 2024, approving the Interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSOIN OF THE TOWN OF LAKE PARK, FLORIDA, as follows:

Section 1. The TOWN approves the Interlocal agreement with Palm Beach County, expanding the boundaries of the CRA and exempting the County from contributing tax increment within the expansion area. The COUNTY, the CRA, and the TOWN agree that the COUNTY will not remit tax increment revenues as set forth in Sec. 163.387, Fla. Stat. to the CRA or the Redevelopment Trust Fund for all property in the CRA Expansion Areas. Tax increment financing for the Original CRA Area will sunset on September 30, 2039.

Section 2. The Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved and adopted.

Section 3. Effective Date. Pursuant to Section 163.36 Florida Statutes, the effective date of the Interlocal Agreement shall be the date the Plan is approved by the Board of County Commissioners of Palm Beach County.

EXHIBIT “A”

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this ____ day of _____, 2024 between the TOWN OF LAKE PARK, a municipal corporation of the state of Florida, hereinafter referred to as “TOWN,” the Town of Lake Park Community Redevelopment Agency, a community redevelopment agency operating pursuant to chapter 163, Part III, Florida Statutes hereinafter referred to as “CRA”, 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 Chapter 163, Part I, Florida Statutes (collectively the Parties).

WHEREAS, Sec. 163.01, Fla. Stat. 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 therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and which each might exercise separately; and

WHEREAS, the Community Redevelopment Act of 1969 provides for a mechanism for local governments to create a Community Redevelopment Agency to deal with conditions of slums and blight; and

WHEREAS, the CRA was established by County Resolution 96-1852 in 1996; and

WHEREAS, the TOWN and the CRA are proposing to expand the CRA’s boundaries, and to facilitate the same the TOWN, on September 20, 2023, adopted Resolution 38-05-23, making the finding that the proposed CRA expansion areas are blighted and that it is necessary to add the areas to the CRA to alleviate impacts of the blighted conditions; and

WHEREAS, the COUNTY as a charter County retained the power to consent to the expansion of the CRA boundaries under County Resolution 96-1852; and

WHEREAS, Sec. 163.387(3)(b), Fla. Stat. provides that alternate provisions may be established by interlocal agreement between a taxing authority and the governing body establishing the community redevelopment agency; and

WHEREAS, the COUNTY’S Board of County Commissioners, the CRA Board of Commissioners, and the Town Commission of the TOWN have determined that the CRA does not need tax increment revenues from the COUNTY for the expansion areas.

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 this Agreement is to exempt the COUNTY from having to remit tax increment revenues from the CRA expansion areas and to sunset the existing tax increment revenues from the original CRA area.

Section 2. Definitions

The following definitions shall apply to this Interlocal Agreement:

1. The term "Redevelopment Trust Fund" shall be as defined as set forth in Sec. 163.387, Fla. Stat.
2. "Act" means Chapter 163, Part III, Fla. Stat.
3. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.
4. "Original CRA Area" means the area within the CRA boundaries established by County Resolution 96-1852.
5. "CRA Expansion Areas" means the areas described in Exhibit 1 attached to this Agreement and incorporated herein and more generally described as:
 - a. 10th Court (26 acres): Northern edge of the existing CRA boundary, bounded by Northern Drive on the south, Northlake Boulevard on the north, FEC right-of-way on the west, and W Road on the east.
 - b. Silver Beach Road (41 acres): Southern edge of the existing CRA boundary, bounded by 7th Street on the west, Federal Highway/US1 on the east, and Bayberry Drive on the north.

Section 3. Tax Increment Financing

The COUNTY, the CRA, and the TOWN agree that the COUNTY will not remit tax increment revenues as set forth in Sec. 163.387, Fla. Stat. to the CRA or the Redevelopment Trust Fund for all property in the CRA Expansion Areas. Tax increment financing for the Original CRA Area will sunset on September 30, 2039.

Section 4. Duration

The provisions of this Agreement shall continue to be effective so long as the CRA exists in accordance with law.

Section 5. Effective Date

This Agreement shall take effect upon execution by the Parties and upon approval of the COUNTY Board of County Commissioners of a resolution consenting to expanding the CRA's boundaries.

Section 6. Filing

Upon its execution by the Parties, a certified copy of this Agreement shall be filed with the Clerk of Circuit Court in and for Palm Beach County.

Section 7. Enforcement

This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be filed in Circuit Court in Palm Beach County, Florida, and shall be subject to the dispute resolution process outlined in Chapter 164, Fla. Stat. The Parties shall bear their own costs and attorney's fees regarding the enforcement of this Agreement.

Section 8. Joint Preparation

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

Section 9. Palm Beach County Office of the Inspector General

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, the Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed Palm Beach County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 10. Amendment and Modification.

This Agreement may only be amended or modified, by an instrument in writing signed by the Parties hereto.

Section 11. Captions

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

Section 12. 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 13. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the parties concerning the subject and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

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

ATTEST:

TOWN OF LAKE PARK

By: _____
_____, Town Clerk

By: _____
Roger Michaud , Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFIENCY

By: _____
Thomas J. Baird, Town Attorney

ATTEST:

TOWN OF LAKE PARK CRA

By: _____
_____, Town Clerk

By: _____
_____, Chairman

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFIENCY

By: _____
Thomas J. Baird, CRA 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 SUFFIENCY

By: _____
Darren Leiser, Assistant County
Attorney