

RESOLUTION NO. 2206-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, INITIATING THE NEGOTIATION PROCESS PURSUANT TO SECTION 171.203, FLORIDA STATUTES WITH THE CITY OF MAITLAND AND ORANGE COUNTY FOR AN INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR THE CONTRACTION AND ANNEXATION OF CERTAIN LAND OWNED BY THE CITY OF WINTER PARK THAT IS CURRENTLY LOCATED WITHIN THE JURISDICTIONAL LIMITS OF THE CITY OF MAITLAND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, the City has the legal authority pursuant to the Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes to enter into interlocal service boundary agreements with other local government jurisdictions concerning annexation and contraction matters and to initiate the negotiation process for the same; and

WHEREAS, the City of Winter Park recently acquired fee simple ownership of a 3.38 +/- acre parcel of land located within the jurisdictional limits of Maitland, which has an Orange County Tax Identification Number 29-21-30-0000-00-003 ("Parcel A"); and

WHEREAS, further the City of Winter Park recently acquired fee simple ownership of a 8.85 +/- acre parcel of land located within the jurisdictional limits of the City of Maitland, which has an Orange County Tax Identification Number 29-21-30-0000-00-002 ("Parcel B"); and

WHEREAS, the City of Winter Park desires for the City of Maitland and City of Winter Park to readjust their respective boundaries to provide that Parcel B be contracted from Maitland's jurisdictional limits and annexed into Winter Park's jurisdictional limits; and

WHEREAS, Parcel B is contiguous to the jurisdictional limits of the City of Winter Park and would otherwise meet the legal requirements for annexation into the jurisdictional limits of the City of Winter Park if such parcel were not currently within the jurisdictional limits of the City of Maitland; and

WHEREAS, in exchange for an Interlocal Service Boundary Agreement causing the desired effect of Parcel B being within the jurisdictional limits of the City of Winter Park, the City of Winter Park is willing to convey Parcel A to the City of Maitland; and

WHEREAS, this Resolution is intended to be an initiating resolution pursuant to Section 171.203(1), Florida Statutes; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Winter Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this Resolution as the findings of the Winter Park City Commission.

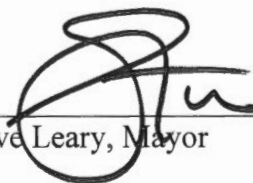
Section 2. Initiation of Negotiations. The City of Winter Park invites the City of Maitland and Orange County to negotiate pursuant to Section 171.203(1), Florida Statutes, an interlocal service boundary agreement generally consistent with the terms set forth in the draft Interlocal Service Boundary Agreement for Contraction and Annexation of a Parcel of Land attached hereto as Exhibit "1" ("Proposed ISB Agreement"). The issues for negotiation are those which are within the scope of the issues set forth in the Proposed ISB Agreement and relate to Parcel A and Parcel B defined in the Whereas clauses of this Resolution.

Section 3. Certified Copy. That the City Clerk shall send a certified copy of this Resolution by U.S. certified mail to the Mayor and County Administrator of Orange County, Florida and to the City Manager of the City of Maitland.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.


PASSED and ADOPTED this 14th day of May, 2018.

CITY OF WINTER PARK



Steve Leary, Mayor

Attest:



Cynthia Bonham, City Clerk

EXHIBIT "1"

AFTER RECORDING RETURN TO:

CITY OF WINTER PARK
ATTN: CITY CLERK
401 South Park Avenue
Winter Park, Florida 32789

For Recording Purposes Only

**INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR
CONTRACTION AND ANNEXATION OF A PARCEL OF LAND**

between

CITY OF WINTER PARK, FLORIDA,

CITY OF MAITLAND, FLORIDA

and

ORANGE COUNTY, FLORIDA

THIS INTERLOCAL SERVICE BOUNDARY AGREEMENT FOR CONTRACTION AND ANNEXATION OF A PARCEL OF LAND (hereinafter referred to as "Agreement") is entered into by and between the **CITY OF WINTER PARK**, a municipal corporation in the State of Florida whose mailing address is 401 South Park Avenue, Winter Park, Florida 32789 ("Winter Park"), the **CITY OF MAITLAND**, a municipal corporation in the State of Florida whose mailing address is 1776 Independence Lane, Maitland, Florida 32751 (hereinafter referred to as "Maitland"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as "County").

WITNESSETH

WHEREAS, Chapter 171, Part II, Florida Statutes, called the "Interlocal Service Boundary Agreement Act" gives counties and municipalities an alternative and more flexible process for adjusting municipal boundaries, including allowing the deviation from the standard contraction and annexation requirements of Chapter 171, Part I, Florida Statutes; and

WHEREAS, this Agreement is being entered into pursuant to the legal authority of Interlocal Service Boundary Agreement Act, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, and the applicable provisions of Chapters 125, 163, and 166, Florida Statutes; and

WHEREAS, Winter Park recently acquired fee simple ownership of a 3.38 +/- acre parcel of land located within the jurisdictional limits of Maitland, which has an Orange County

Tax Identification Number 29-21-30-0000-00-003 and a graphical depiction of which is attached hereto as Exhibit "A" ("Parcel A"); and

WHEREAS, further Winter Park recently acquired fee simple ownership of a 8.85 +/- acre parcel of land located within the jurisdictional limits of Maitland, which has an Orange County Tax Identification Number 29-21-30-0000-00-002 and a graphical depiction of which is attached hereto as Exhibit "B" (herein "Parcel B"); and

WHEREAS, Winter Park and Maitland desire to readjust their respective boundaries to provide that Parcel B be contracted from Maitland's jurisdictional limits and annexed into Winter Park's jurisdictional limits; and

WHEREAS, Parcel B is contiguous to the jurisdictional limits of Winter Park and would otherwise meet the legal requirements for annexation into the jurisdictional limits of Winter Park if such parcel were not currently within the jurisdictional limits of Maitland;

WHEREAS, the parties desire to and hereby waive the requirements of Chapter 171, Part I, Florida Statutes to the extent necessary to allow Winter Park to annex Parcel B; and

WHEREAS, Winter Park and Maitland desire for Winter Park to convey ownership of Parcel A to Maitland at no charge; and

WHEREAS, the County joins into this Agreement to consent to the agreement reached between Winter Park and Maitland as set forth herein.

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. In order to approve this Agreement, Winter Park and Maitland shall each adopt an ordinance approving this Agreement and its execution and delivery, and specifically make reference to the approval of the contraction of Parcel B from Maitland and its annexation into Winter Park. Winter Park and Maitland agree to coordinate on the form of the ordinances they respectively plan to adopt to approve this Agreement. The Effective Date of this Agreement shall be the date when all of the following has been satisfied: (i) an ordinance is adopted by Winter Park approving this Agreement and Winter Park has executed this Agreement; (ii) an ordinance is adopted by Maitland approving this Agreement and Maitland has executed this Agreement; and (iii) the County has approved and executed this Agreement.

SECTION III. On the Effective Date of this Agreement, Parcel B is hereby contracted (subtracted) from the jurisdictional limits of Maitland and simultaneously annexed into the

jurisdictional limits of Winter Park. Thereafter, Winter Park shall have jurisdiction of Parcel B for all purposes, and within a reasonable period of time Winter Park shall take action to assign an Open Space & Recreational (PR) Future Land Use designation to Parcel B. As the current property owner of Parcel B, Winter Park consents to such simultaneous contraction of Parcel B from Maitland and its annexation into Winter Park.

SECTION IV. Within thirty (30) days from the Effective Date of this Agreement, Winter Park shall cause the conveyance of Parcel A by quit claim deed to Maitland for no charge. Winter Park will pay for the preparation and the recording cost for the quit claim deed. The conveyance of Parcel A to Maitland shall be "as-is" without representations or warranties of any type, either expressed or implied.

SECTION V. 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 and 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.

6. The parties will work together to take any further actions necessary to implement and achieve the objectives of this Agreement.

7. This Agreement is limited to the specific items set forth herein.

SECTION VI. 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 VII. Following its execution by Winter Park, Maitland and the County, this Agreement shall be recorded in the Public Records of Orange County, Florida.

CITY OF WINTER PARK, a Florida municipal corporation

By: _____
Steve Leary, Mayor

Attest: _____
Cynthia Bonham, City Clerk

APPROVED BY THE CITY OF WINTER PARK CITY COMMISSION
AT ITS PUBLIC MEETING HELD ON _____, 2018

CITY OF MAITLAND, a Florida municipal corporation

By: _____
A. Dale McDonald, Mayor

Attest: _____
Maria T. Waldrop, City Clerk

APPROVED BY THE CITY OF MAITLAND CITY COUNCIL
AT ITS PUBLIC MEETING HELD ON _____, 2018

"COUNTY"

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Date: _____

EXHIBIT "A"
MAP OF PARCEL A

EXHIBIT "B"

MAP OF PARCEL B



