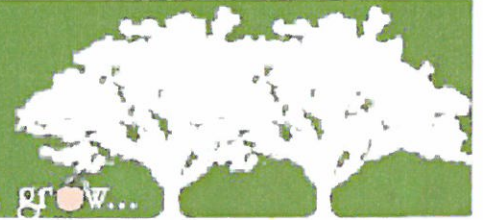


Joel Tyson, Mayor  
Jason Nunemaker, City Manager



cultivate. nurture. grow...

# Fellsmere

CERTIFIED MAIL 7006 2760 0003 8871 0807

July 17, 2017

Mr. Joseph Flescher  
Board of County Commissioners  
Indian River County  
1801 - 27<sup>th</sup> Street  
Vero Beach, FL 32960 - 3365

RE: Voluntary Annexation

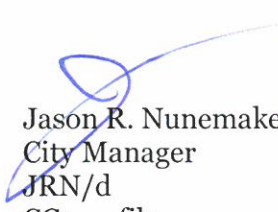
Dear Commissioner Flescher:

Pursuant to F.S. 171.044 we are notifying you of our intent to annex 9.92 acres, more or less, known as Gerald W. Renick Property, into the City of Fellsmere. The first reading of Ordinance 2017-19, will be held during our City Council Meeting on August 3, 2017 with anticipated adoption approval on August 17, 2017.

Enclosed please find a copy of Ordinance No. 2017-19, the Annexation Agreement, the display advertisement along with a location map.

Should you have any questions or require any additional information please feel free to contact me.

Sincerely,

  
Jason R. Nunemaker  
City Manager  
JRN/d  
CC: file

DISTRIBUTION LIST

- Commissioners BCC
- Administrator JB
- Attorney DR
- Community Dev. SB
- Emerg. Services \_\_\_\_\_
- General Services \_\_\_\_\_
- Human Resources \_\_\_\_\_
- OMB \_\_\_\_\_
- Public Works BS
- Recreation \_\_\_\_\_
- Utilities Services VB
- Other READ

RECEIVED

JUL 19 2017

BOARD OF COUNTY  
COMMISSION

**ORDINANCE  
No. 2017-19**

**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PROVIDING FOR VOLUNTARY ANNEXATION OF TWO PARCELS OF LAND CONSISTING OF 9.92 ACRES MORE OR LESS, LOCATED AT 13875 AND 13945 89<sup>TH</sup> STREET RESPECTIVELY, SOUTH OF DITCH 18 AND THE GAROFALO TRACT INTO THE CITY OF FELLSMERE; PROVIDING FOR RATIFICATION; PROVIDING FOR LEGAL DESCRIPTION OF THE PROPERTY ANNEXED; PROVIDING FOR REDEFINING THE BOUNDARY OF THE CITY LIMITS; PROVIDING FOR INTERIM LAND USE AND ZONING CLASSIFICATION; PROVIDING FOR FILING WITH THE CLERK OF THE CIRCUIT COURT, DEPARTMENT OF STATE AND THE CHIEF ADMINISTRATIVE OFFICER OF INDIAN RIVER COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Gerald W. Renick, as Trustee of the Gerald W. Renick Revocable Trust U/T/A dated October 21, 2015 (the "Owner"), the Owner of the land described herein, has petitioned the City for voluntary annexation of said land and due public notice of this action has been given; and

**WHEREAS**, the City Council has determined that the land described herein is substantially contiguous to the present boundary of the City, will not result in the creation of any enclaves and constitutes a reasonably compact addition to the incorporated territory of the City; and

**WHEREAS**, the City Council of the City of Fellsmere, Florida, finds and determines that the annexation of said land is in the best interest of the City.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RATIFICATION.** The above recitals are hereby ratified, confirmed, adopted and incorporated herein as legislative findings of the City Council.

**SECTION 2. PROPERTY ANNEXED.** The following described land being situated in the unincorporated area of Indian River County, State of Florida, is hereby annexed into the City of Fellsmere, Florida:

The East ½ of Tract 1930, of unsurveyed Township 31 South, Range 37 East, as shown on the Plat of FELLSMERE FARMS COMPANY, according to the map or plat thereof, as recorded in Plat Book 2, Pages 1 and 2, of the Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida; comprising 5.0 acres more or less.  
Parcel ID No.: 31-37-00-00001-1930-00001.0

The West ½ of Tract 1931, of unsurveyed Township 31 South, Range 37 East, as shown on the Plat of FELLSMERE FARMS COMPANY, according to the map or plat thereof, as recorded in Plat Book 2, Pages 1 and 2, of the Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida; comprising 4.92 acres more or less.  
Parcel ID No.: 31-37-00-00001-1931-00001.0

The annexed land is also shown on the map attached hereto, as Exhibit "A", and by this reference made a part hereof.

**SECTION 3. BOUNDARY OF CITY LIMITS REDEFINED.** On the effective date of this Ordinance, the corporate limits and boundary lines of the City of Fellsmere, Indian River County, Florida, shall be redefined to include therein the above described land.

**SECTION 4. INTERIM LAND USE AND ZONING CLASSIFICATION.** The interim land use and zoning classifications for this property shall be consistent with the provisions of State law.

**SECTION 5. FILING.** Following adoption of this Ordinance, the City Clerk is hereby directed to file a copy with the Clerk of Circuit Court, Indian River County, Florida, the Chief Administrative Officer of Indian River County, Florida and with the Department of State within seven (7) days after adoption. Following adoption of this Ordinance, the City Clerk is hereby directed to file a revision of Article I Boundaries of the City Charter with the Department of State within thirty (30) days after adoption. The City Clerk is also hereby directed to submit within said thirty (30) days a copy of such revision to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

**SECTION 6. SEVERABILITY.** If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part.

**SECTION 7. CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

**SECTION 8. EFFECTIVE DATE.** Following its adoption and recordation, including the Annexation Agreement attached hereto as Exhibit "B", signed by the Owner/Developer and any Mortgagee(s), this Ordinance shall become effective.

The foregoing Ordinance was moved for adoption by Council Member \_\_\_\_\_.  
The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson \_\_\_\_\_  
Council Member Fernando Herrera \_\_\_\_\_  
Council Member Gerald J. Piper \_\_\_\_\_  
Council Member Sara J. Savage \_\_\_\_\_  
Council Member Jessica Salgado \_\_\_\_\_

The Mayor thereupon declared this Ordinance fully passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF FELLSMERE, FLORIDA

\_\_\_\_\_  
Joel Tyson, Mayor

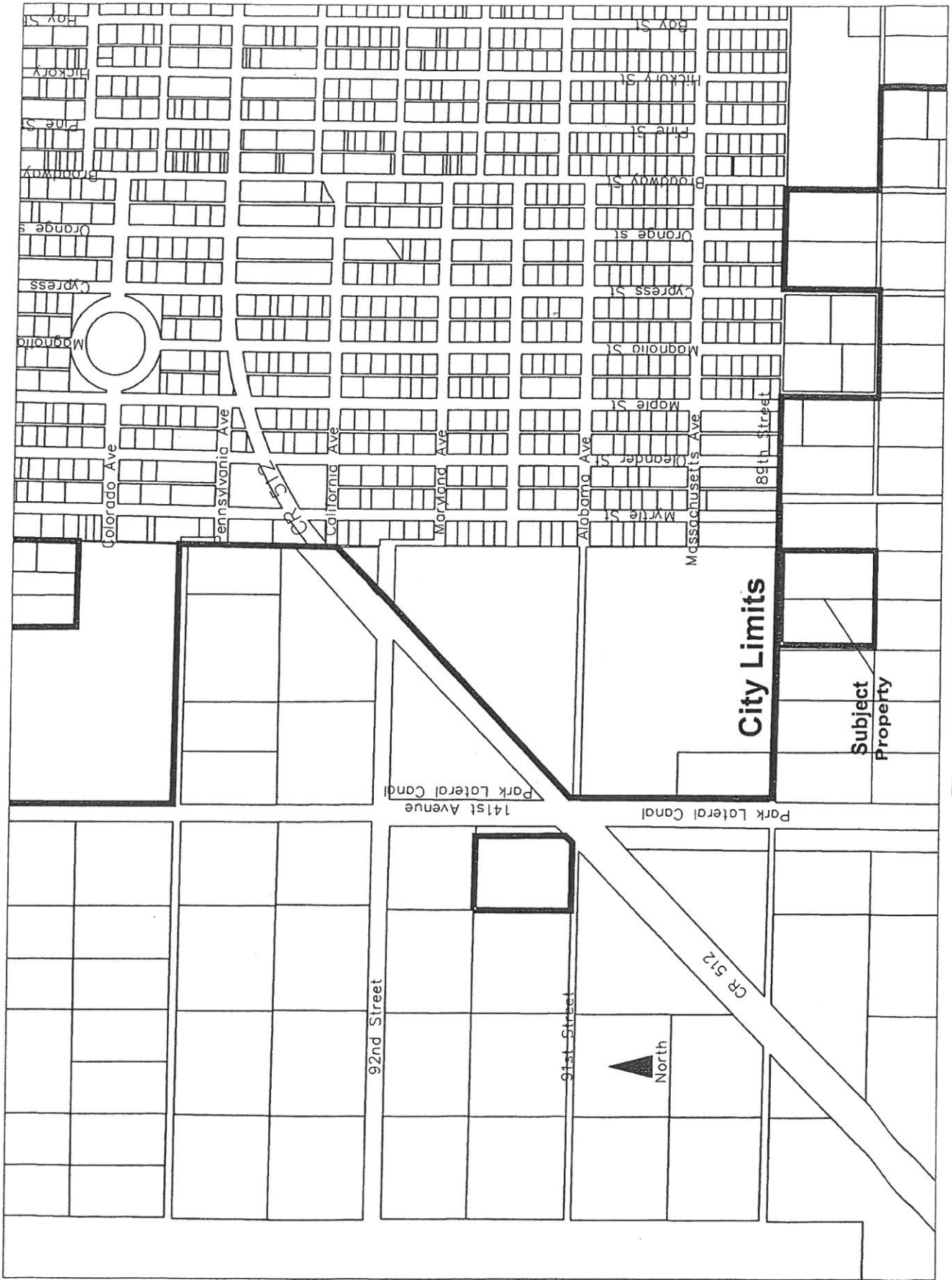
**ATTEST:**

\_\_\_\_\_  
Deborah C. Krages, CMC, City Clerk

I HEREBY CERTIFY that Notice of the public hearings on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2017, and the first reading was held on the \_\_\_\_ day of \_\_\_\_\_, 2017, and that the first public hearing was held on the \_\_\_\_ day of \_\_\_\_\_, 2017, and that the second public hearing and final reading was held on the \_\_\_\_ day of \_\_\_\_\_, 2017.

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Deborah C. Krages, CMC, City Clerk



City Limits

Subject Property

Exhibit "A"

## ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the CITY OF FELLSMERE, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as “City”) and GERALD W. RENICK, Trustee of the Gerald W. Renick Revocable Trust U/T/A dated October 21, 2015 (hereinafter referred to as “Owner/Developer”).

### RECITALS

**WHEREAS**, Owner/Developer owns property (hereinafter referred to as the “Property”) in Indian River County, Florida, as more particularly described in Exhibit “1” attached hereto and incorporated herein by this reference; and

**WHEREAS**, at this time the Owner/Developer has no specific plans to develop the Property and has requested that the Indian River County Comprehensive Plan designation and zoning district classification remain in place on the Property; and

**WHEREAS**, as a part of its plan for annexation, future comprehensive plan amendment and rezoning of the Property, the Owner/Developer and City wish to plan for compatibility with the surrounding area and assure the installation of proper public and private facilities and services; and

**WHEREAS**, the City is authorized to regulate development of the Property.

**NOW, THEREFORE**, for and in consideration of the premise, the annexation of the Property and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. The City shall not be required or obligated in any way to pay for, construct or maintain or participate in the construction or maintenance of the improvements required by this Agreement, except for maintenance of improvements dedicated to and accepted by the City. The Owner/Developer, its grantees, successors or assigns in interest or an association and/or assigns satisfactory to the City shall be responsible for the perpetual maintenance of all

{00058250.DOC.1 }



improvements not dedicated to and accepted by the City.

2. In connection with its development of the Property, Owner/Developer shall be required to install or have installed by private providers, where applicable, all private utilities (electric, cable, gas), surface water or stormwater management systems, water and wastewater facilities, that relate to the overall development to meet City specifications and determination, concurrency management requirements of the City, County or other regulatory agencies, and the City's Land Development Codes. All utilities shall be underground.
3. The Owner/Developer acknowledges responsibility to obtain all required Federal, State, County and Local permits as may be applicable to the development of the Property. The Owner/Developer shall comply with all regulations and ordinances of the City for the development of the Property.
4. In connection with the development of the Property, the Owner/Developer shall construct both on-site and off-site wastewater collection and force main system facilities per City specifications and determination. Upon request by the City, the Owner/Developer shall dedicate the utility improvements to the City. Any line sizing beyond the level required to support development of the Property shall be constructed by the Owner/Developer with provisions made to allow the Owner/Developer to recover any costs resulting from the upsizing from future developers. The Owner/Developer shall provide permanent standby emergency generators and radio telemetry units with each sewer pump station constructed by the Owner/Developer to serve the development of the Property.
5. All public or private improvements required under the terms of this Agreement or by the City's regulations/codes, shall be constructed at the expense of and by the Owner/Developer as approved by the City.
6. Owner/Developer shall contract for solid waste pick up services to serve the Property at such time it is developed.
7. The Owner/Developer owns land fronting on 89<sup>th</sup> Street and shall dedicate without compensation one-half (1/2) of land for the ultimate right-of-way for 89<sup>th</sup> Street as

determined by the City when requested by the City.

8. In the event of a violation of any of the provisions contained in this Agreement, the City shall have the right to refuse to issue any Building Permits or Certificates of Occupancy as the case may be for the development of the Property until such violation(s) is/are corrected. This Agreement may also be enforced by all appropriate Sections of the Code of Ordinances and the Land Development Code of the City, as they may be amended, as well as through Code Enforcement action and/or other appropriate legal action.
9. Owner/Developer, upon execution of this Agreement, shall pay to the City the cost of recording Ordinance No. 2017-19 in the Indian River County Clerk's Office.
10. This Annexation is subject to various provisions contained in Chapter 171 Florida Statutes, Municipal Annexation or Contraction. A substantial portion of the boundary of the Property is contiguous to the City. "Contiguous" is defined in Section 171.031(11) F.S. to mean "that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality." Should there be any legal challenge to the annexation of the Property, whether based on contiguity, enclaves, Comprehensive Plan inconsistencies, zoning or otherwise, the Owner/Developer agrees to assume all risk to Owner/Developer associated with the challenge. The Owner/Developer further agrees to indemnify and hold harmless the City from all claims, suits, judgments, attorneys' fees and costs in any way arising out of or relating to the annexation of the Property.
11. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors or assigns. This Agreement shall run with the Property and be binding upon any person, firm or other entity who may become the successor in interest directly or indirectly to the Property, and such successor shall be subject to the above referenced conditions as approved by the City Council on \_\_\_\_\_, 2017. In the event a court of competent jurisdiction issues a final order declaring the annexation to be in violation of the law, the Owner/Developer agrees that the City will adopt an ordinance in accordance with Section 171.051 for the sole purpose of contraction of the municipal boundaries to remove the Property from the City limits, without any liability whatsoever to the City.

{00058250.DOC.1 }



12. The terms "dedicate", "dedication" or "convey" as used in this Agreement mean to transfer ownership to the City or other governmental body without any cost to or payment by the City or other governmental body.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST:

CITY OF FELLSMERE, FLORIDA  
22 S. Orange Street  
Fellsmere, Florida 32948

\_\_\_\_\_  
DEBORAH C. KRAGES, CMC, CITY CLERK  
(S E A L)

\_\_\_\_\_  
JOEL TYSON, MAYOR  
As Approved by the Council on \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by JOEL TYSON, Mayor of the CITY OF FELLSMERE, FLORIDA, who is personally known to me or who produced \_\_\_\_\_ as identification.

( S E A L )

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_







Location Map



NOTICE OF PUBLIC HEARING  
FOR ANNEXATION

The City Council of the City of Fellsmere, Indian River County, Florida, will hold a Public Hearing on August 17, 2017 beginning at 7:00 p.m. in the City Council Chambers, 21 S. Cypress Street, Fellsmere, FL to consider the adoption of an Ordinance entitled:

ORDINANCE  
No. 2017-19

AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PROVIDING FOR VOLUNTARY ANNEXATION OF TWO PARCELS OF LAND CONSISTING OF 9.92 ACRES MORE OR LESS, LOCATED AT 13875 AND 13945 89<sup>TH</sup> STREET RESPECTIVELY, SOUTH OF DITCH 18 AND THE GAROFALO TRACT INTO THE CITY OF FELLSMERE; PROVIDING FOR RATIFICATION; PROVIDING FOR LEGAL DESCRIPTION OF THE PROPERTY ANNEXED; PROVIDING FOR REDEFINING THE BOUNDARY OF THE CITY LIMITS; PROVIDING FOR INTERIM LAND USE AND ZONING CLASSIFICATION; PROVIDING FOR FILING WITH THE CLERK OF THE CIRCUIT COURT, DEPARTMENT OF STATE AND THE CHIEF ADMINISTRATIVE OFFICER OF INDIAN RIVER COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

"The area to be annexed is the West ½ of Tract 1931 and the East ½ of Tract 1930 of the Plat of Fellsmere Farms Company. The complete legal description by metes and bounds and the Ordinance can be obtained from the Office of the City Clerk."

**INSERT MAP Exhibit "A" here**

Copies of the proposed Ordinance and legal description by metes and bounds are available for review in the Office of the City Clerk 22 S. Orange Street, Fellsmere, FL between the hours of 8:30 a.m. and 12 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday. The meeting is open to the public and the public is invited to attend and be heard with respect to the proposed Ordinance. Public Hearings may be continued from time to time. Any person who may wish to appeal any decision which may be made at this hearing will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person who may need special accommodations for this meeting must contact the City Clerk's Office at (772) 646-6301 at least 48 hours in advance of the meeting.

Cualquiera que desea apelar cualquier decisión que se puede hacer en esta reunión, necesitará tomar en cuenta que un registro al pie de la letra de los actos se hace, que el registro incluye el testimonio y la evidencia sobre que la apelación se basará. Cualquier persona que puede necesitar los alojamientos especiales para esta reunión debe contactar al Empleado de la Ciudad (772) 646-6301 por lo menos 48 horas en avance de la reunión.

CITY OF FELLSMERE  
by: Deborah C. Krages, CMC  
City Clerk

**PUBLISH: DISPLAY AD** Local Section-Press Journal-(**August 1<sup>st</sup> & August 8<sup>th</sup>, 2017**)  
WIN:\\Ph annexation\_9.92acres\_Renick\_Final.DOC

