



Office of  
**INDIAN RIVER COUNTY**  
**ATTORNEY**

Dylan Reingold, County Attorney  
 William K. DeBral, Deputy County Attorney  
 Kate Pingolt Cotner, Assistant County Attorney

**MEMORANDUM**

**TO:** Board of County Commissioners  
**FROM:** Dylan Reingold, County Attorney *DR*  
**DATE:** November 17, 2014  
**SUBJECT:** Interlocal Agreement with Fellsmere for Annexation of the Enclave of 100th Lane and 100th Place

**BACKGROUND.**

On June 17, 2014, Jason Nunemaker, City Manager for the City of Fellsmere (the "City"), requested the Indian River County Board of County Commissioners (the "Board") to consider entering into an interlocal agreement with the City of Fellsmere to authorize the City to annex the roughly five-acre enclave of 100th Lane and 100th Place. At the Board meeting, Stan Boling, Director of the Community Development Department, acknowledged staff's support in moving forward with the request. The Board then voted to direct staff to help facilitate and support the annexation.

Pursuant to section 171.046(2)(a), Florida Statutes, a municipality may annex an enclave of 10 acres or less by interlocal agreement with the county having jurisdiction of the enclave. Per section 171.031 (13), Florida Statutes, an enclave means

- (a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or
- (b) 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.

*Approved for December 2, 2014 BCC Meeting  
 County Attorney's Matters*

*[Signature]*  
 COUNTY ATTORNEY

Indian River Co.	Approved	Date
Admin.		
Co. Atty.	<i>DR</i>	<i>11/17/14</i>
Budget	<i>DR for JB</i>	<i>11/18/14</i>
Department	<i>MB</i>	<i>11/17/14</i>
Risk Management	---	---

This statutory authorization does not apply to undeveloped or unimproved real property.

Pursuant to the statute and the Board's direction, the County Attorney and Mr. Nunemaker have drafted an interlocal agreement, which is attached. The interlocal agreement acknowledges that the area to be annexed is developed or improved, is ten acres or less in size, and is completely surrounded by the City or bounded by the City and a natural or manmade obstacle that allows passage of vehicular traffic to the enclaves only through the City.

The City will conduct a public meeting concerning the annexation on Thursday, November 20, 2014. The City was responsible for mailing notices of the City meeting and the Board meeting to all owners of real property located in the enclaves.

**FUNDING.**

The only cost associated with this item is the \$44.00 recording fee for recordation of the Interlocal Agreement which will be paid from the County Attorney's office budget in the General Fund – Account Number 00110214-034970.

**RECOMMENDATION.**

The County Attorney's Office recommends that the Chair allow for public comment on this matter and then have the Board vote whether to approve the attached interlocal agreement as drafted.

**ATTACHMENT(S).**

Proposed interlocal agreement  
City notice of meetings  
Map of Enclave

**INTERLOCAL AGREEMENT BETWEEN INDIAN RIVER COUNTY, FLORIDA AND  
THE CITY OF FELLSMERE, FLORIDA RELATING TO THE ANNEXATION OF  
ENCLAVES**

THIS INTERLOCAL AGREEMENT is made on this \_\_\_ day of \_\_\_\_\_, 2014 between the CITY OF FELLSMERE, a municipal corporation located in Indian River County, Florida, hereinafter referred to as "City," and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", each entity constituting a "public agency" as defined in Part I, Chapter 163, Florida Statutes (2014).

WHEREAS, Section 163.01, Florida Statutes (2014), known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments and public agencies 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, Section 171.046, Florida Statutes (2014), provides for annexation of certain enclaves by interlocal agreement between the annexing municipality and the county having jurisdiction of the enclave; and

WHEREAS, Section 171.046, Florida Statutes (2014), limits annexation by interlocal agreement to enclaves of ten (10) acres or less in size; and

WHEREAS, Section 171.031(13), Florida Statutes (2014), defines enclaves as unincorporated developed or improved property bounded on all sides by a single municipality, or bounded by a single municipality and by a natural or manmade obstacle that allows passage of vehicular traffic to that unincorporated area only through the municipality; and

WHEREAS, the County and the City have determined that it is appropriate and will promote efficient provision of governmental services for the City to annex certain enclaves; and

WHEREAS, the parcels to be annexed via this Interlocal Agreement meet the requirements set out in Sections 171.031(13) and 171.046, Florida Statutes (2014), as such enclaves are developed or are improved, are ten (10) acres or less in size, and are completely surrounded by the City or are bounded by the City and a natural or manmade obstacle that allows passage of vehicular traffic to the enclaves only through the City; and

WHEREAS, the County and the City agree that the parcels to be annexed via this Agreement are subject to the Indian River County Comprehensive Plan, including the Future Land Use Map, and the County Land Development Regulations until the City adopts a Comprehensive Plan amendment to include the parcels to be annexed into the City,

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 annex the unincorporated enclaves, identified in Exhibit "A", attached hereto and made a part hereof, into the City's municipal boundaries.

### Section 2. Definitions

The following definitions apply to this Agreement:

1. The term "enclave" shall be defined as set forth in Section 171.031 (13) (a) and (b), Florida Statutes (2014).
2. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

### Section 3. Annexation

The enclaves identified in Exhibit "A", which is attached hereto and made a part hereof, are hereby annexed into and are included in the corporate boundaries of the City.

### Section 4. Future Land Use

The parcels to be annexed via this Agreement are subject to the Indian River County Comprehensive Plan, including the Future Land Use Map, and the County Land Development Regulations until the City adopts a Comprehensive Plan amendment to include the parcels to be annexed into the City.

### Section 5. Effective Date

This Agreement shall take effect upon execution by both parties.

### Section 6. 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 Indian River County.

### Section 7. Notification

The City hereby acknowledges that it has provided written notice to all owners of real property located in the enclaves identified in Exhibit "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Indian River County Property Appraiser. The written notice described the purpose of the Agreement and stated the date, time, and place of the meeting in the City where this Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Indian River County staff person to contact regarding the date, time, and place when the Indian River County Board of County Commissioners is to consider the adoption of this Agreement.

### Section 8. Captions

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

Section 9. Severability

In the event a court of competent jurisdiction hereof holds any section, paragraph, sentence, clause, or provision to be invalid, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 10. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representations, or agreements, 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.

**CITY OF FELLSMERE, FLORIDA**

By: \_\_\_\_\_  
Susan P. Adams, Mayor

Date of City approval: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Larry W. Napier, Deputy City Clerk

Approved as to form and legal  
sufficiency:

By: \_\_\_\_\_  
Warren W. Dill  
City Attorney

**INDIAN RIVER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Wesley S. Davis, Chairman  
Board of County Commissioners

ATTEST: Jeffrey R. Smith, Clerk  
of Court and Comptroller

Date of BCC approval: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal  
sufficiency:

By: \_\_\_\_\_  
Dylan Reingold  
County Attorney

DESCRIPTION:

"PLAT OF LINCOLN PARK, BEING A SUBDIVISION OF NORTH 370 FEET OF TRACT 1339, TOWNSHIP 31 SOUTH, RANGE 37 EAST, INDIAN RIVER COUNTY, FLORIDA, AS SHOWN UPON THE PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UN-SURVEYED PART OF TOWNSHIP 31 SOUTH OF RANGE 37 EAST, IN ST. LUCIE COUNTY, STATE OF FLORIDA, DATED MARCH 1, 1911, AND RECORDED AMONG THE PUBLIC RECORDS OF SAID COUNTY ON THE 7TH DAY OF JULY, A.D., 1911, IN PLAT BOOK 2 ON PAGES 1 AND 2." SAID PLAT OF LINCOLN PARK RECORDED IN PLAT BOOK 1, PAGE 60 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE PLAT OF LINCOLN PARK AS RECORDED IN PLAT BOOK 1, PAGE 60 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, RUN NORTH 00°00'00" EAST ALONG THE NORTH LINE OF SAID PLAT A DISTANCE OF 650.50 FEET TO THE NORTHEAST CORNER OF SAID PLAT; THENCE RUN SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SAID PLAT A DISTANCE OF 370.00 FEET TO THE SOUTHEAST CORNER OF SAID PLAT; THENCE RUN NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID PLAT, SAID SOUTH LINE ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF FIRST STREET (A 30 FOOT RIGHT OF WAY AS DEPICTED ON SAID PLAT) A DISTANCE OF 650.50 FEET TO THE SOUTHWEST CORNER OF SAID PLAT; THENCE RUN NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID PLAT A DISTANCE OF 370.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA AND CONTAINING 240,685 SQUARE FEET OR 5.525 ACRES, MORE OR LESS.

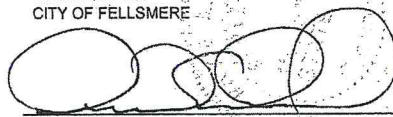
SURVEYOR'S NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. NO SEARCH WAS MADE OF THE PUBLIC RECORDS BY THIS FIRM OR SURVEYOR FOR RIGHTS-OF-WAY, RESERVATIONS, EASEMENTS AND RESTRICTIONS OF RECORDS.
3. ANY EXISTING IMPROVEMENTS, FOUNDATIONS AND UNDERGROUND UTILITIES WERE NOT OBSERVED OR RECORDED FOR THIS SKETCH AND DESCRIPTION.
3. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2007, AND ARE PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901) AND ARE REFERENCED TO THE ESTABLISHED AND MONUMENTED LINE SHOWN HEREON LABELED AS THE "BEARING BASIS".
4. THIS MAP IS A SKETCH AND DESCRIPTION ONLY. A BOUNDARY SURVEY WAS NOT PERFORMED TO DELINEATE THE BOUNDARY LIMITS OF THE DESCRIBED DRAINAGE EASEMENT.
5. THE DESCRIPTION SHOWN HEREON WAS DEVELOPED BY THE PROFESSIONAL SURVEYOR AND MAPPER WITH THE AID OF THE PROPOSED ENGINEERS SITE PLAN.
6. THIS SKETCH AND DESCRIPTION IS COMPRISED OF 2 PAGES. ONE IS NOT VALID WITHOUT THE OTHER.

**LEGEND**

- (P) PLAT DATA
- O.R.B. OFFICIAL RECORD BOOK
- S/D SUBDIVISION
- R.O.W. RIGHT OF WAY
- I.R.C. INDIAN RIVER COUNTY
- ID IDENTIFICATION
- FL. FLORIDA
- PG. PAGE
- 30 LOT NUMBER DESIGNATION
- TRACT 1339 TRACT 1339 OF THE "PLAT OF FELLSMERE FARMS COMPANY'S SUBDIVISION OF ALL UNSURVEYED PART OF TOWNSHIP 31 SOUTH, RANGE 37 EAST IN ST. LUCIE COUNTY, STATE OF FLORIDA", ACCORDING TO THE CLERK OF THE COURT OF ST. LUCIE COUNTY, FLORIDA, IN PLAT BOOK 2, AT PAGES 1 AND 2, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA

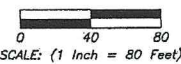
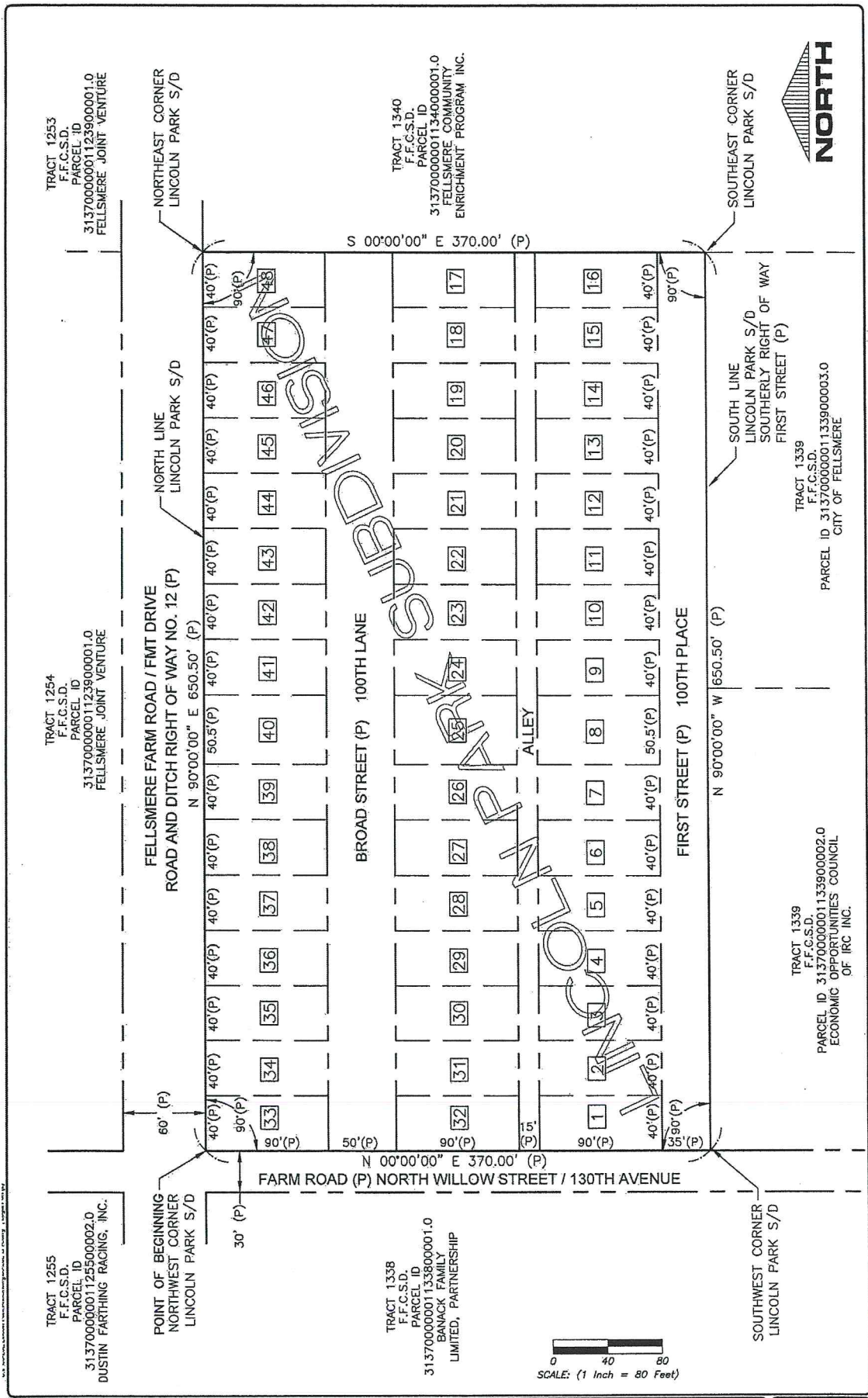
CERTIFIED TO:  
CITY OF FELLSMERE



DAVID E. LUETHJE, FL. PSM 5728  
C.A.I. LB. 205 SIGNATURE DATE: 11/3/14

SCALE: AS SHOWN ON THE PLAT BOOK 1, PAGE 60 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA

<p><b>CAI</b> Serving Florida Since 1911 <b>CARTER ASSOCIATES, INC.</b> CONSULTING ENGINEERS AND LAND SURVEYORS 1708 21st STREET, VERO BEACH, FL 32960 TEL: (772) 562-4191 FAX: (772) 562-7180</p>	<p>DATE : 10-08-2014 PROJ.# : 06-26 E DRAWN BY: DBM APPD. BY: DEL PLOT BY : Dominic Mile REF.# : F.B. &amp; PG. :</p>	<p><b>SKETCH AND DESCRIPTION</b> LINCOLN PARK SUBDIVISION PLAT BOOK 1, PAGE 60, I.R. COUNTY, FLORIDA INDIAN RIVER COUNTY, FLORIDA</p>	<p>SHEET <b>1 of 2</b> Dwg. #: 19778 A</p>
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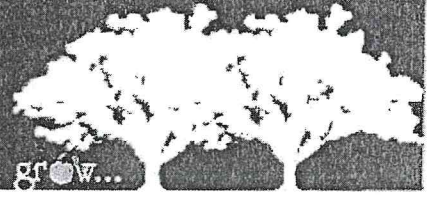


**CAI** Serving Florida Since 1911  
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 CONSULTING ENGINEERS AND LAND SURVEYORS  
 1708 21st STREET, VERO BEACH, FL 32960  
 TEL: (772) 562-4191 FAX: (772) 562-7180

DATE: 10-09-2014  
 PROJ #: 06-58 E  
 DRAWN BY: DJM  
 APPD BY: DEL  
 PLOT BY: Domenico Melo  
 REF. #  
 F.B. & PG.

**SKETCH AND DESCRIPTION**  
 LINCOLN PARK SUBDIVISION  
 PLAT BOOK 1, PAGE 60, I.R. COUNTY, FLORIDA  
 N. 370 FEET OF TRACT 1339 TWP. 31 SOUTH, RGE. 37 EAST  
 INDIAN RIVER COUNTY, FLORIDA

**SHEET**  
**2 of 2**  
 Dwg. #: 19779 A



# Fellsmere

*Lawrence L. White*  
7006 2760 003 8871 1125

November 4, 2014

RE: Annexation by the City of Fellsmere

Dear Property Owner:

The City of Fellsmere is pursuing the annexation of your property via interlocal agreement with Indian River County pursuant to the provisions of Chapter 171 of the Florida State Statutes. The City is taking action due to the status of the area as an enclave and the numerous life safety and quality of life issues that have challenged the area such as: illegal dumping; illicit drug sales, prostitution; abandoned structures; unsafe structures; and general profligate illegal activities.

The property is also being annexed because the small lot layout is generally incommensurate with the services provided by the County outside of the urban service area. Given the allowable density of your property and the surrounding properties on 100<sup>th</sup> Lane and 100<sup>th</sup> Place, connection to a public water supply is strongly advisable to avoid conflicts with onsite sewer treatment (septic systems). Annexation into the City will also afford enhanced police services, drainage/roadway maintenance, code enforcement, and more proximate access to the Building Department and your elected leaders.

Please be advised that the City Council of Fellsmere will be considering the approval of the interlocal agreement that implements the annexation at the November 20<sup>th</sup>, 2014 City Council meeting starting at 7:00PM. You are encouraged to attend the meeting and provide your perspective on the annexation. The meeting will be held in the City Council Chambers located at 22 South Cypress Street, Fellsmere, Florida 32948. You may also contact me directly at 772-646-6303 to discuss the matter. Subsequent to the City Council action the Indian River County Board of County Commissioners (BOCC) will consider the interlocal agreement at the December 2<sup>nd</sup>, 2014 Commission meeting commencing at 9:00AM. The BOCC meeting will be held in the Commission Chambers at 1801 27<sup>th</sup> Street Vero Beach, Florida 32960. Questions for the County related to this process may be directed towards County Attorney Dylan Reingold at 772-226-1424. The annexation will become effective upon execution by both parties.

November 3, 2014

Page 2

Sincerely,



Jason Nunemaker  
City Manager

C: City Council  
Community Development Department  
County Manager

130TH AV

101ST ST

Fellsmere

100TH LN

Lincoln Park Sub

100TH PL