C I T Y O F F O R T P I E R C E

CONFERENCE AGENDA

Conference Agenda Meeting - Monday, October 12, 2015 - 8:30 a.m.
City Hall - Commission Chambers, U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **New Business**

   A. City Attorney Replacement/Transition

   B. Preparation of Agenda for Joint Meeting with St. Lucie County

      1) Draft Interlocal Agreements re: Port of Fort Pierce
      2) Annexation

5. **Adjournment**

City Commission Conference Agenda **Agenda Item # 4. A.**

Meeting Date: 10/12/2015

Re: City Attorney Replacement/Transition

Submitted For: Robert Bradshaw, City Manager, City Manager

SUBJECT:

City Attorney Replacement/Transition

Attachments

Resolution Appointing Robert V. Schwerer

Sec. 45 - City Attorney

Form Review

Form Started By: Jennifer Robinson Started On: 10/08/2015 09:18 AM

Final Approval Date: 10/08/2015

RESOLUTION NO. 04-38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, APPOINTING **ROBERT V. SCHWERER** TO SERVE AS **CITY ATTORNEY** EFFECTIVE JANUARY 1, 2005.

WHEREAS, John T. Brennan was appointed as City Attorney for the City of Fort Pierce, Florida, effective July 7, 1973, pursuant to Resolution No. 73-70; and

WHEREAS, Robert V. Schwerer became Assistant City Attorney in 1981 and has increasingly, particularly within the last several years, served as the principal legal advisor to, and counselor for, the City of Fort Pierce by assuming various duties and responsibilities previously performed by John T. Brennan, who has reduced his activity in such office accordingly; and

WHEREAS, the City Commission is desirous of effecting the formal transition of Robert V. Schwerer to serve as City Attorney, to be effective January 1, 2005, and to also have supervisory capacity over the City Attorney's office commencing on the date hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that attorney Robert V. Schwerer be and he is hereby appointed City Attorney for the City of Fort Pierce, Florida, effective January 1, 2005, to serve at the will of the City Commission, and to further exercise supervisory capacity over the City Attorney's office commencing on the date hereof, and that in such capacity Robert V. Schwerer shall act as the legal advisor to, and counselor for the City and all of its officers in matters relating to their official duties, and to perform services and counseling as City Attorney as promulgated and established by the charter, ordinances and resolutions of the City of Fort Pierce, Florida.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 15th day of November, 2004.

Robert J. Benton, Mayor

ATTEST:

Cassandra Steele, City Clerk

(CITY SEAL)

Sec. 45. - City attorney.

(a) The city commission shall appoint a city attorney for an indefinite term and fix his compensation. He shall be a practicing attorney who is a member in good standing of the Florida Bar who shall act as the legal advisor to, and counselor for, the city and all of its officers in matters relating to their official duties, and shall attend all meetings of the city commission, unless excused by the commission. He shall prepare all contracts, bonds and other instruments in writing in which the city is concerned, and shall endorse on each his approval of the form and correctness thereof, and no contract with the city shall take effect until his approval is so endorsed thereon. The city attorney, subject to the approval of the state's [state] attorney, may be assigned the duties of a special prosecuting attorney in county court at the will of the city commission. If the city attorney shall engage in private practice with the consent of the city commission, he shall, under no circumstances, accept retainerships, temporary or permanent, from the State of Florida or any of its component agencies, the County of St. Lucie, the district school board of St. Lucie County, or any other municipality or special taxing districts situate wholly within the boundaries of St. Lucie County.

(b) The foregoing language in this section shall never be construed to require the city attorney to endorse his approval of the form and correctness on bonds and revenue certificates issued by the city.

(c) When required to do so by the city manager or the city commission, he shall prosecute and defend[,] for and in behalf of the city, all complaints, suits and controversies in which the city is a party. He shall furnish the city commission, the city manager, the head of any department, or an officer or board not included in any department, his opinion on any question of law relating to their respective powers and duties.

(Laws of Fla., Ch. 65-1552, § 8; Laws of Fla., Ch. 71-643, § 8; Ord. No. G-356, § 4, 8-1-77)

Amendment note—Ch. 65-1552, § 8, amended § 45 by adding the provision for assignment of the city attorney to duties as city prosecutor and by adding the last sentence regarding private practice. Ch. 71-643, § 8, amended § 45(a) by adding the words "and shall attend all meetings of the city commission, unless excused by the commission" following the word "duties," and by changing "Board of Public Instruction" to read "district school board."

City Commission Conference Agenda **Agenda Item # 4. B.**

Meeting Date: 10/12/2015

Re: Agenda Preparation for Joint Meeting with St. Lucie County

Submitted For: Robert Bradshaw, City Manager, City Manager

SUBJECT:

Preparation of Agenda for Joint Meeting with St. Lucie County

1) Draft Interlocal Agreements re: Port of Fort Pierce
2) Annexation

Attachments

Memo from City Manager re: Draft Interlocal Agreements

Annexation Map

Draft Revised JPA

Volusia County Sample Annexation

Sample Interlocal Agreement

Form Review

Form Started By: Jennifer Robinson Started On: 10/07/2015 11:09 AM

Final Approval Date: 10/07/2015

INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE

CITY MANAGER

TO : The Honorable Mayor and Members of the City Commission

FROM : Robert J. Bradshaw, City Manager

RE : **Draft Interlocal Agreements with St. Lucie County re: Port of Fort Pierce**

DATE : October 7, 2015

Attached are two draft interlocal agreements with St. Lucie County that are scheduled for discussion at the City Commission Conference Agenda meeting on October 12, 2015. Both agreements have been reviewed by staff and are recommended for approval.

Interlocal Agreement (Cooperation – Development of the Port of Fort Pierce)

The City has the authority to impose and enforce land development regulations on the property within the Port of Fort Pierce. The County is currently designated as the Port Authority for the Port of Fort Pierce. This agreement provides for the City and County to work in partnership for the development of the port.

In addition, the City and County will agree to cooperate in the following objectives: the acquisition of property necessary for development, the development of master plans, the implementation of the approved Port master plan and the scheduling of joint meetings at least once a year to discuss the Port of Fort Pierce.

The agreement also specifies that the initial port project agreement is the Fisherman's Wharf Development Project agreement.

Fisherman's Wharf Land Acquisition (Phase 1) Project Agreement

The City and County agree to acquire the parcels necessary to implement the Conceptual Plan for the development of Fisherman's Wharf, as presented by the FDOT's consultant, TranSystems. The acquisition of the private property requires the County sending "willing seller" letters to the property owners, and the County obtaining quotes from certified appraisers for those parcels that are available for purchase.

As an option, the City may pay half of the appraisal costs. The City may also, as an option, pay a portion of up to 50% of the purchase price for the privately owned parcel(s). If the City funds a portion of the purchase price, the title to the property will be conveyed to both the City and the County as tenants in common according to the percentage of the funding.

If you have any questions or need additional information, please contact me at your earliest convenience.

RJB:jdr

Attachments

c: Nick Mimms, Deputy City Manager
Robert V. Schwerer, City Attorney

INTERLOCAL AGREEMENT
(COOPERATION – DEVELOPMENT
OF THE PORT OF FORT PIERCE)

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____, 2015, by and between **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City") and **ST. LUCIE COUNTY,** a political subdivision of the State of Florida (the "County").

WITNESSETH

WHEREAS, the County and the City will potentially realize substantial economic benefit from the development of the Port of Fort Pierce in the form of new jobs, new maritime industry and commerce and an enhanced tax base; and

WHEREAS, Chapter 163, Florida Statutes provides for the execution of an interlocal agreement as a means for enabling local governments to cooperate and make the most efficient use of their powers; and

WHEREAS, the County and the City have the power to expand funds for the purpose of port improvements; and

WHEREAS, the City has the authority to impose and enforce land development regulations covering property within the Port of Fort Pierce; and

WHEREAS, the County is currently designated as the Port Authority for the Port of Fort Pierce; and

WHEREAS, an interlocal agreement may provide for the parties to cooperate in the development of the Port of Fort Pierce and allocate responsibilities among themselves and designate one or more parties to the agreement to administer or execute the agreement; and

NOW, THEREFORE, in consideration of the premises and undertaking contained herein the parties hereto agree as follows:

1. **GENERAL**

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal

Cooperation Act.

2. **COOPERATION – GENERAL**

A. The Parties agree to:

- Cooperate in the acquisition of property that is necessary for the development of the Port of Fort Pierce; and
- Cooperate in the development of master plans for the Port of Fort Pierce; and
- Cooperate in the implementation of the approved Port master plan; and
- Schedule joint meetings between the governing bodies as needed but not less than annually to discuss items of interest related to the Port of Fort Pierce

3. **SPECIFIC PORT PROJECTS**

The parties contemplate cooperating on specific projects concerning the future development of the Port of Fort Pierce. An example of this cooperation is the project improving North Second Street which predated this Agreement. For future specific port projects the parties may amend the agreement and attach a project agreement to this agreement or, at the parties option, the parties may choose to enter into a separate project agreement. The initial specific port project agreement is the Fisherman's Wharf Development project agreement which is attached to this Agreement as Exhibit 1.

4. **TERMINATION**

Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party. Termination of this Agreement shall not operate to terminate any specific port project agreement.

5. **WHOLE AGREEMENT**

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. **AMENDMENTS**

The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

7. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Fort Pierce City Manger
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

8. **FILING**

This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF FORT PIERCE, FLORIDA

ATTEST:

_____
Clerk

BY: _____
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

Date: _____

ATTEST:

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

BY: _____
Chair

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
County Attorney

Date: _____

FISHERMAN'S WHARF LAND ACQUISITION
(PHASE 1) PROJECT AGREEMENT

THIS PROJECT AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the **CITY OF FORT PIERCE**, a Florida municipal corporation (the "City") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County).

STATEMENTS OF INTENT

WHEREAS, the City and the County entered into an interlocal agreement on _____, 2015 providing for cooperation between the parties in the development of the Port of Fort Pierce; and

WHEREAS, the _____, 2015 Interlocal Agreement provides that the parties may enter in an agreement for a specific project and attach the project agreement as an amendment to the Interlocal Agreement; and

WHEREAS, the State of Florida Department of Transportation ("FDOT") hired a consultant, TranSystems to develop a conceptual plan for the development of Fisherman's Wharf at the Port of Fort Pierce; and

WHEREAS, TranSystems presented the Conceptual Plan including three options to the governing bodies of the City and the County on May 15, 2015; and

WHEREAS, the City and the County desire to enter into a Project Agreement to attempt to acquire parcels needed to implement those portions of the Conceptual Plan that are feasible

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the County agrees as follows:

1. The City and the County shall coordinate their efforts through their respective Project Managers. The County's Project Manager is Public Works Director Don West, P.E. at (772) 462-2178. The City's Project Manager is _____.

2. **ACQUISITION OF PRIVATE PROPERTY NEEDED TO IMPLEMENT THE FISHERMAN'S WHARF CONCENTUAL PLAN:**

   The parties agree to investigate the feasibility of the voluntary acquisition of private property needed to implement the Fisherman's Wharf conceptual plan as follows:

   a. The County will send out "willing seller" letters to private property owners within the Fisherman's Wharf conceptual plan area. Copies of any letters received will be provided to the City.
   b. The County will obtain quotes from certified appraisers to appraise the parcels whose owners are willing sellers. The County will provide copies of the ~~quotes~~ appraisals to the City for review and comment. The County will contract to have the appraisals completed. The City, at its option, may pay for one half of the appraisal costs. Copies of

the appraisals shall be provided to the City upon receipt.

c. Based on the appraisal amounts and subject to confirmation that sufficient funds are available to fund the purchase of the parcels the County shall make fair market value offers to private property owners. Copies of the offers shall be provided to the City prior to transmittal to the owners.

d. Upon receipt of signed contracts from the owners the County shall provide copies of the contracts to the City. The City may, at its options, pay for a portion of the purchase price. The County shall be the contracting entity and shall perform all required due diligence.

e. At closing, title to the property shall be conveyed to the County, if the County is the entity funding the purchase of the parcels. The City, at its option, may fund a portion of the purchase amount not to exceed fifty (50%) percent of the purchase price. If the City determines to fund a portion of the purchase price, title to the property shall be conveyed to the County and the City as tenants in common as a percentage of each entity participation in the funding of the property acquisition.

3. **SUBSEQUENT PHASES – IMPLEMENTATION OF THE CONCEPTUAL PLAN:**
Depending on the success of the acquisition ~~phase 1~~ (Phase 1), the parties agree to cooperate in implementing subsequent phases of the Conceptual Plan.

4. **TERMINATION**
Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party. Termination of this Agreement shall not operate to nullify any conveyance made prior to termination.

5. **WHOLE AGREEMENT**
This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6. **AMENDMENTS**
The Agreement may only be amended by a written document signed by all parties and filed with the Clerk of Circuit Court of St. Lucie County, Florida.

7. **NOTICES**
All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:

Fort Pierce City Manager
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

With a Copy to:

Fort Pierce City Attorney
100 North U.S. One/P.O. Box 1480
Fort Pierce, FL 34954

As to County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, FL 34982

CITY OF FORT PIERCE, FLORIDA

ATTEST:

_____
Clerk

BY: _____
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
City Attorney

Date: _____

ATTEST:

_____
Deputy Clerk

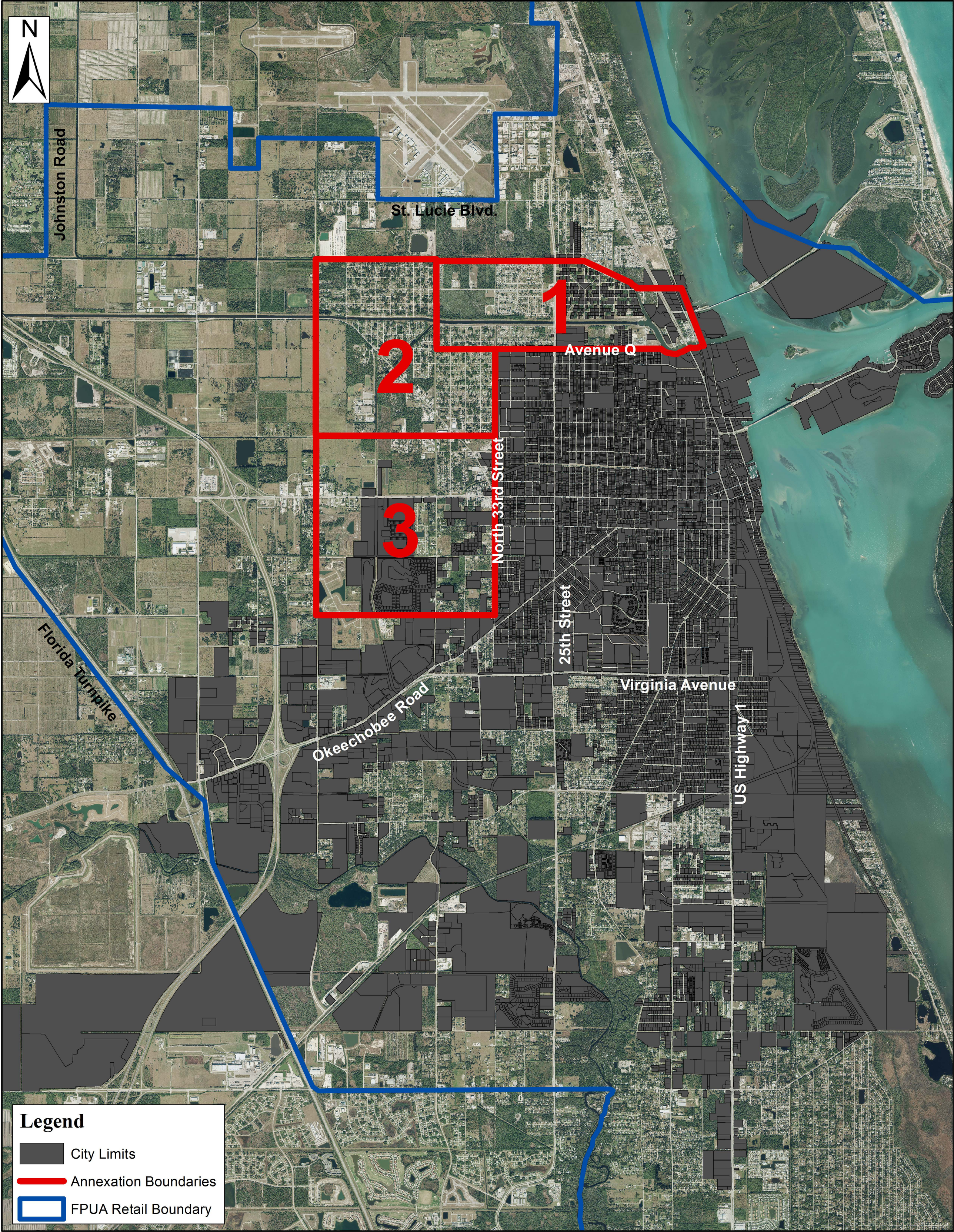
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY

BY: _____
Chair

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
County Attorney

Date: _____


N
Johnston Road
St. Lucie Blvd.
1
2
3
Avenue Q
North 33rd Street
25th Street
Virginia Avenue
Okeechobee Road
Florida Turnpike
US Highway 1
Legend
City Limits
Annexation Boundaries
FPUA Retail Boundary

JOINT PLANNING
AGREEMENT BETWEEN
ST. LUCIE COUNTY / FLORIDA
AND
THE CITY OF FORT PIERCE

This Joint Planning Agreement (the "Agreement") made and entered into as of the _____Day of _____, 2015, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), the CITY OF FORT PIERCE, a Florida municipal corporation (hereinafter referred to as the "City). (The County and City are sometimes collectively referred to as the "Parties".)

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement, the Parties hereto, and the Florida Interlocal Cooperation Act of 1969, as amended and codified as Section 163.01, Florida Statutes (the "Cooperation Act"), and Section 163.3171(3), Florida Statutes, to permit the City and the County to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide the property, facilities and services provided for in this Agreement in the manner that will best accord with the existing and anticipated resources available to each of them and with geographic, economic, population and other factors influencing the needs and developments within an area ("Planning Area"), as designed on the attached map as Exhibit "A"; and,

WHEREAS, it is the purpose of the Cooperation Act to provide for a means by which the Parties may exercise their respective powers, privileges and authorities which they might now or in the future share in common and which each might exercise separately; and,

WHEREAS, the Parties recognize that proper intergovernmental coordination is essential for sound growth management; and,

WHEREAS, a joint planning area agreement will provide a basis for the evaluation of future development applications as well as for the adequate and cost effective provision of public services within the Planning Area; and,

WHEREAS, the County has adopted a Comprehensive Plan within an established Urban Services Boundary which is depicted on Exhibit "A"; and,

WHEREAS, the City has adopted a Comprehensive Plan which applies within the current boundaries of the City which are depicted in Exhibit "A"; and,

WHEREAS, the Parties seek to coordinate and achieve compatible land uses adjacent to their common boundary; and,

WHEREAS, the Parties seek to promote sustainable economic development and quality job creation through consistent and planned development patterns and agree to work cooperatively to preclude urban sprawl; and,

WHEREAS, effective intergovernmental relations will improve the delivery of public services; and,

WHEREAS, Section 163.3171(3), Florida Statutes, authorizes municipalities and counties to enter into joint agreements for the purposes of coordinating the preparation and adoption of municipal and county comprehensive plans, procedures for the administration of land development regulations or land development codes applicable thereto and other purposes under the Local Government Comprehensive Planning and Land Development Act, Section 163.3161, et. seq., Florida Statutes.

WHEREAS, the Local Government Comprehensive Planning and Land Development Act encourages joint agreements entered into pursuant thereto to be formally stated and approved in appropriate action by the governing bodies involved and the administration be governed by the Florida Interlocal Cooperation Act of 1969; and,

WHEREAS, the City and the County have held public hearings with public notice thereof to consider the adoption of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement, the City and the County agree as follows:

ARTICLE 1
AUTHORITY

1. **Authority.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, Section 163.400, Florida Statutes; Part III, Chapter 163, Florida Statutes; Section 163.3171(3), Florida Statutes, and other applicable provisions of law, all as amended and supplemented from time to time.

ARTICLE 2
DEFINITIONS

2.1 **Definitions.** The following definitions shall apply to this Agreement:

Agreement: The interlocal planning agreement.

City: The City of Fort Pierce, Florida.

Cooperation Act: The Florida Interlocal Cooperation Act of 1969 as amended and codified as Section 163.01, F.S.

County: St. Lucie County, Florida.

Development Permits: Development Permit includes any building permit, zoning permit, subdivision approval, rezoning, certification, certificates of occupancy, building inspections, special exception, variance or any other official action of local government having the effect of permitting the development of land.

Parties: St. Lucie County, Florida, and the City of Fort Pierce, Florida.

Planning Area: The area depicted in Exhibit "A".

ARTICLE 3
PURPOSE, FINDINGS, INTENT

3.1 The purpose of this Agreement is to provide certain procedures for joint action by City and the County within the Planning Area in the preparation and adoption of changes to the comprehensive plan and on procedures for the administration of land development regulations or the land development code applicable thereto.

3.2 It is the intent of the parties to provide for the cooperation in managing growth within the Planning Area by providing for the coordination of comprehensive plan and land development regulations for the Planning Area.

COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND CODE ENFORCEMENT

4.1 To provide for better integrated land use planning and land development within the Planning Area, the Parties agree as follows:

4.1.1. The City agrees to provide the County Administrator and County Attorney with ~~30~~ 15 days prior written notice of all annexations into the City (first reading of annexation ordinance). This notice shall include copies of all annexation ordinances, staff reports and recommendations, and copies of all agreements, contracts or other similar instruments effecting any voluntary annexations. The County

agrees to provide any written comments it may have on the proposed annexation to the City Manager and City Attorney at least three (3) days prior to the first reading of the annexation ordinance. Any comments submitted for consideration will be made a part of the record prior to final approval of the annexation.

4.1.2 In order to promote coordination of land use and development activities within the community, the County shall have the right to designate a non-voting representative to attend the City's technical review committee and the City shall have the right to designate a non-voting representative to attend the County's development review committee. Each party shall provide the other party written notice of committee meetings.

4.2 Notwithstanding anything provided in this Agreement, neither the City's nor the County's duties, obligations, or responsibilities under any section of this Agreement shall affect the Parties' right, duty, obligation, authority or power to act in its governmental or regulatory capacity in accordance with applicable laws, ordinances, codes or other building regulations nor in the exercise of any discretionary act or power within its respective jurisdiction. In no event shall the Parties, due to any provision of this Agreement, be obligated to take any action concerning regulatory approvals for development permits except through its established processes and in accordance with applicable provisions of law. Failure to comply in any respect with this Agreement by either Party, including the providing of notice, shall neither affect nor serve as a basis to invalidate any land use development approvals.

4.3 In order to better the delivery of municipal services and to eliminate problems with planning and growth management, City of Fort Pierce shall have the right to annex any enclaves that comply with Section 171.046, Florida Statutes.

4.4 The City desires to annex properties by way of interlocal service boundary agreement (ISBA) as outlined in the Florida Statutes Chapter 171 Part II. The Parties agree to cooperate in the development of agreements as defined in Sec. 171.203 Florida Statutes. City staff will designate specific Target Annexation Areas for annexation through the ISBA agreements by adopting the initiating resolution pursuant to Sec. 171.203(1)(a) Florida Statutes.

MISCELLANEOUS

5.1 Amendments. This Agreement may be amended by the mutual written agreement of the County and the City at any time from time to time, which amendments shall become effective upon filing thereof with the Clerk of the Circuit Court of St. Lucie County, Florida, pursuant to Section 163.01(11), Florida Statutes.

5.2 Assignment. None of the parties may assign or transfer any or all of its duties, rights, responsibilities, or obligations under this Agreement to any other party or any person not a party to this Agreement without the express prior approval of the other party to this Agreement.

5.3 Severability. The provisions of this Agreement are severable, and it is the intention of the parties to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

5.4 Members of the City and County Not Liable.

(1) All covenants, stipulations, obligations and agreements of the City and the County contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the County, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement controlled herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of the governing body or agent or employee of the City or the County in its, his or their individual capacity, and neither the members of the Governing Body of the City or the County or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining or contemplated hereby.

5.5 Term of the Agreement

The initial term of this Agreement shall be five (5) years from the Effective Date unless sooner terminated by either Party. The term of the Agreement shall be automatically extended in five (5) year increments unless either party notifies the other party of its desire to terminate the Agreement which notice must be provided in writing at least ninety (90) days before the end of the then current term. Either Party may terminate this Agreement by providing thirty (30) days written notice to the other.

5.6 Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. It is the intent of the parties hereto that this Agreement and all its provisions are intended to be and are for the sole and exclusive benefit of the parties hereto.

5.7 Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with the City or the County· shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, or by direct personal delivery:

To the County:
St. Lucie County Administrator
(With a copy to St. Lucie County Attorney)
2300 Virginia Avenue
Fort Pierce, Florida 34982

To the City:
Fort Pierce City Manager
(With a copy to City of Fort Pierce Attorney)
Post Office Box 1480
Fort Pierce, Florida 34954

5.8 Execution of Agreement. This Agreement shall be executed by both Parties and approved as to form and execution by the its Attorney, and their seal affixed hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing of this Agreement as provided in Section 6.11 hereof, his or her signature shall nevertheless be valid and sufficient for all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of the execution of this Agreement shall be the

proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold office.

5.9 Filing with Circuit Court Clerk. The County is hereby authorized and directed after approval of this Agreement by the Governing Body of the County and the City and the execution thereof by the duly qualified and authorized officers of each of the parties hereto as provided, to file this Agreement with the Clerk of the Circuit Court of St. Lucie County, Florida, as provided in Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

Board of Commissioners
St. Lucie County

By: _____
Chairman

Approved as form and correctness:

By: _____
County Attorney

Attest:

_____
City Clerk

Approved as form and correctness:

By: _____
City Attorney

ORDINANCE 2015-17

AN ORDINANCE OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE COUNTY OF VOLUSIA, FLORIDA, AND THE CITY OF EDGEWATER, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida Statutes, the city council of the City of Edgewater approved Resolution No. 2014-R-06 (Initiating Resolution) on April 7, 2014, and the county council of the County of Volusia approved Resolution No. 2014-55 (Responding Resolution) on April 17, 2014, identifying lands that are logical candidates for future annexations, agreeing to negotiate the appropriate land uses, infrastructure needs and the provider of services for such lands, and to ensure protection of natural resources; and

WHEREAS, the city and county have met since the approval of the resolutions to discuss the issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary Agreement; and

WHEREAS, the city council of the City of Edgewater approved the proposed Interlocal Service Boundary Agreement on first reading on August 17, 2015, and will consider it for final adoption on September 28, 2015; and

WHEREAS, the county council finds that the Interlocal Service Boundary Agreement will serve the best interests and welfare of the citizens of Volusia County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA AS FOLLOWS:

SECTION I. The foregoing recitals are incorporated herein by reference.

SECTION II. The county council hereby approves the Interlocal Service Boundary Agreement attached hereto as **Exhibit A**, and authorizes and directs the execution of the agreement by the county chair and county manager.

SECTION III. The county council further authorizes and directs all necessary and appropriate action to amend the county's comprehensive plan as required by section 171.203(9), Florida Statutes.

SECTION IV. The Interlocal Service Boundary Agreement shall be recorded and filed with the clerk of court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes.

SECTION V. This ordinance, and the agreement attached hereto as **Exhibit A**, have been approved in accordance with section 171.203(14), Florida Statutes.

SECTION VI. SEVERABILITY - Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence,

subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION VII: CONFLICTING ORDINANCES - All ordinances, or parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION VIII: EFFECTIVE DATE - This ordinance shall take effect upon electronic filing of a certified copy with the Department of State.

ADOPTED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY COUNCIL CHAMBERS AT THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA THIS 24TH DAY OF SEPTEMBER, A.D., 2015.

	COUNTY COUNCIL
ATTEST:	COUNTY OF VOLUSIA, FLORIDA
_____	_____
JAMES T. DINNEEN	JASON P. DAVIS
COUNTY MANAGER	COUNTY CHAIR

Interlocal Service Boundary Agreement

City of Edgewater and County of Volusia

INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF EDGEWATER AND COUNTY OF VOLUSIA

This Interlocal Service Boundary Agreement ("ISBA"), (collectively referred to as "the Agreement") is made and entered into this _____ day of_____, 2015, by and between the City of Edgewater ("City") and County of Volusia ("County"), sometimes herein referred to as "Party" or "Parties" as the context requires.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, Chapter 166, Florida Statutes, and _____, of the City of Edgewater Charter; and

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the City invited the County to enter into negotiations for an Interlocal Service Boundary Agreement by Resolution 2014-R-06 on April 7, 2014; and

WHEREAS, the county council responded to the City's invitation by Resolution 2014-55 on April 17, 2014, and agreed therein to participate in negotiations for an Interlocal Service Boundary Agreement; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation, joint planning, and the delivery of services; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and the provider for such lands, and to ensure protection of natural resources; and

WHEREAS, Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, allows an interlocal service boundary agreement to establish a process for land use decisions consistent with part II of Chapter 163, including those which may allow a municipality to adopt land use

changes consistent with part II of Chapter 163 for areas that are scheduled to be annexed within the term of an interlocal service boundary agreement; and

WHEREAS, Section 171.204, Florida Statutes, allows a municipality to annex land that is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171; and

WHEREAS, the County will support annexations within the Interlocal Service Boundary Agreement area that will further create efficiencies for the delivery of municipal services; and

WHEREAS, the extension of City and County facilities and services, and the annexation of lands, are most efficiently provided if the process and timing of long range planning, annexation, and development review processes by the City and County are clearly identified and part of a coordinated joint effort, and the commitment by the City and County to do so are material inducements to the parties for entering into this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, an interlocal service boundary agreement may, under section 171.203, Florida Statutes, address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which may include but are not necessarily limited to:

1. Identification of a Municipal Service Area ("MSA"), which for purposes of this Agreement is defined (consistent with section 171.202(11), Florida Statutes) as being unincorporated land depicted in Map 1 attached to this Agreement that:

   a. may receive municipal services from the city; and/or
   b. may be annexed by the city;

2. Providing a process and schedule for the annexation of lands in an MSA;

3. Establishing procedures for the adoption of comprehensive plan amendments, land use changes, administering land development regulations, and issuing development orders consistent with Chapter 163, Part II, Florida Statutes;

4. Addressing other service delivery issues;

5. Land use planning; and

WHEREAS, an interlocal service boundary agreement that addresses responsibilities for land use planning must establish procedures for adopting comprehensive plan amendments, administration of land development regulations, and the issuance of development orders consistent with Chapter 163, Florida Statutes; and must, in accordance with section 171.204, Florida Statutes, include a joint planning agreement under section 163.3171, Florida Statutes; and

WHEREAS, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning, and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125, 163, 166, 171, and 180, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. *Incorporation of Recitals*. The recitals above are true and correct and are incorporated into this ISBA as if fully set forth herein, as the legislative findings of the City and County.

2. *Incorporation of Map 1*. Map 1 attached hereto is fully incorporated as if fully set forth herein.

3. *Term and Effective Date of Agreement.* The ISBA shall become effective when filed with Clerk of Court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes. The initial term of the Agreement shall be ten (10) years from the effective date of the Agreement. At the end of the fifth year, the City and County shall review the effectiveness and performance of this Agreement. Based upon the review, this Agreement, may continue for the remainder of the initial term, be amended as the parties desire, or be terminated in accordance with paragraph 5 of this Agreement.

4. *Renewal of Agreement.* The City and County shall, in the event the Parties desire to extend the initial term of the Agreement, initiate negotiations in accordance with section 171.203(12), Florida Statutes, no later than eighteen (18) months prior to the termination of the initial term.

5. *Termination of Agreement.* The City or County may terminate this Agreement at anytime upon written notice of termination to the other Party delivered no later than May 1st in order for termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands that have been annexed prior to termination of any agreement and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate agreement in writing that has been approved by both Parties.

6. *Dispute Resolution.* The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

b. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph "a", above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. The Parties agree this dispute resolution procedure is intended to satisfy the requirements of section 163.01(5)(p), section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

7. *Duplication of Services*. In furtherance of the purpose of this Agreement, the City and County shall not undertake any action that will result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. *Roads; transfer of jurisdiction*. This paragraph is intended to satisfy the requirements of section 335.0415(3), Florida Statutes.

   a. *County Thoroughfare Roads.* For the purpose of this agreement and until such time that the County transfers ownership, the County shall retain jurisdiction, ownership and control of the entire length of County Thoroughfare Roads within the JPA/MSA regardless of any parcel annexations by the City, including the existing thoroughfare roads listed below and subsequent addition to the County's thoroughfare roadways in the Volusia County Comprehensive Plan:

      (1) Air Park Road (from Indian River Boulevard to Park Avenue)

      (2) Cow Creek Road (south of S.R. 442)

      (3) Josephine St/10th St.

      (4) Old Mission Road

      (5) Volco Road

      (6) W. Park Ave

      County thoroughfare roadways that are removed from the Volusia County Comprehensive Plan thoroughfare roadway network are subject to transfer to the City per the terms of this ISBA per Section 8(b).

   b. *Non-thoroughfare Roads.* The permanent transfer within the JPA/MSA of non-thoroughfare roadway maintenance responsibilities from the County to the City shall occur as follows:

      (1) For purposes of this agreement, "road segment" shall mean the portion of a County road between two intersecting roads.

      (2) Non-thoroughfare county roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility when at least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City.

      (3) All County non-thoroughfare roads within the MSA shall transfer to the City's jurisdiction and maintenance responsibility by segment upon the annexation of at least fifty-one percent (51%) of

a road segment.

(4) The 51% segment ratio shall be calculated based on the frontage of annexed parcels of the road segment between two intersecting roads or termination of said road.

(5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads will be deemed annexed into the City and transferred to the City's jurisdiction, and ownership; and the City will be fully responsible for all maintenance and other responsibilities.

(6) As the City accepts jurisdiction and responsibility over a road segment, it shall have the same right of access for purposes of maintenance as the County, to the fullest extent the County is able to grant such right.

(7) Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Agreement, in which case the terms of this Agreement shall prevail. It is the intention of the parties that no additional "mutual agreements" shall be necessary to effect road segment annexation. This Agreement is intended to convey the will of the parties concerning all road segments within the JPA/MSA.

(8) The following local roads will be transferred to the city upon adoption of this agreement:

(i) Air Park Road – Park Avenue to Massey Road

(ii) Eels Grove Rd - Cow Creek Rd to end of road

(iii) Flying M Ct – End of road to Massey Ranch Blvd

(iv) Godfrey Rd – S. Ridgewood Ave to end of County maintenance

(v) Massey Ranch Blvd – End of road to Park Ave

(vi) O Possum Camp Rd – Begin County maintenance to I-95 on-ramp

(vii) Palm Breeze Dr - US1 to end of road

(viii) Relocation Rd – US1 to end of road

(9) Road transfer includes infrastructure in the right-of-way, to include, but not limited to drainage, sidewalks and traffic control devices.

c. *Transportation Planning and Coordination.*

(1) The City and County agree to use the adopted Volusia Transportation Planning Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate the review and mitigation of development impacts on road, transit, bicycle and pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA Guidelines shall utilize the latest adopted level of service standards and transportation plans within the impacted jurisdiction's comprehensive plans including the adopted Volusia TPO Long Range Transportation Plan.

(2) In the event the standards or plans may be different, the TIA methodology and/or mitigation plan shall address coordination. When necessary, comprehensive plans shall be updated to reflect the latest coordination plans. In the event the TIA Guidelines are ever repealed or become no longer applicable, the City and County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.

d. *Funding*. The City and County agree to work together to obtain funding sources for capital transportation improvements, including capital and operating expenses for the provision of transit service, within the JPA/MSA.

e. *Maintenance*. The City and County may enter into maintenance agreements for certain segments of County roads within the JPA/MSA. The County agrees that the City shall be justly compensated for any and all maintenance responsibilities that may be transferred to the City through a maintenance agreement.

f. *Continuing jurisdiction*. All roads over which jurisdiction is transferred to the City under the terms of this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files that identify County maintenance responsibilities. Road transfers include associated roadway drainage and right-of-way infrastructure or any structures or improvements in the right-of-way that includes but is not limited to sidewalks, guardrails, signs and multi-use trails.

9. *Solid Waste.*

a. Annexed properties shall be transferred to the City's solid waste service on the first of the following month after annexation.

b. All City residential and commercial waste collection within the Agreement area shall be disposed at the County's solid waste disposal facilities located at 1990 Tomoka Farms Road Landfill or the West Volusia Transfer Station.

10. *Stormwater; transfer of jurisdiction*. Two ditches/canals will be transferred to the City upon adoption of this agreement; one located on W. Turgot Avenue and one located on E. Indian Boulevard, and includes continued City maintenance responsibilities.

11. *Growth and Resource Management.*

a. Environmental Management. The County shall issue tree, Class II Overlay, and wetland permits, conduct inspections, and provide code enforcement until a property annexes.

b. Planning and Development Services.

(1) The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, within six months of the effective date of this ISBA, by adopting a policy referencing this Agreement. The County's policy shall read as follows, and shall be inserted in Chapter 14 of the county comprehensive plan:

14.1.2.__ Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Edgewater have established an Interlocal Service Boundary Agreement (ISBA) adopted on _____, 2015. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ISBA.

(2) The City shall adopt a Municipal Service Area ("MSA"), as that term is defined in Section 171.202(11), Florida Statutes, as an amendment to its comprehensive land use plan within six months of the effective date of the ISBA, in accordance with Section 171.203 (11), Florida Statutes. The MSA shall include the area depicted in Map 1, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA.

(3) Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within a JPA/MSA; and section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the County comprehensive plan, zoning, and land development regulations shall apply to, and the County shall enforce on, all lands in the JPA/MSA until the City annexes the land at issue or amends its comprehensive plan with respect to those lands

(4) Joint Planning Area ("JPA"). The following additional finding is intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

Urban in Character. The unincorporated area in the JPA as depicted in Map 1 is anticipated for municipal annexation because it is "urban in character", as that term is defined by section 171.031(8), Florida Statutes.

c. Building and Zoning.

The County shall issue building permits, conduct inspections, and provide code enforcement until a property annexes.

d. Permits in progress.

The County will finish processing, issuing and inspecting applications for permits that were submitted prior to the effective date of this ISBA, or until the property annexes.

12. *Notice.* All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:	County of Volusia Attn: County Manager Copy to: County Attorney 123 West Indiana Avenue DeLand, FL 32720
If to the City:	City of Edgewater Attn: City Manager

Copy to: City Attorney
104 North Riverside Drive
Edgewater, FL 32132

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

13. *Sole Benefit.* This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

14. *Authority.* The City and County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

15. *Enforcement.* This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

16. *Defense.* If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

17. *Amendments.* Amendments to the Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and County.

18. *Supremacy.* The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise provided by this Agreement or by law, in the event the terms of this Agreement conflict with

previous agreements between the Parties, the terms of this Agreement shall control; provided however that all other terms of existing agreements remain in full force and effect.

19. *Entire Understanding.* Except as otherwise specifically set forth herein or in any subagreement, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting the Agreement or any part thereof.

20. *Governing Law and Venue.* The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Volusia County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 ("Dispute Resolution") paragraph 6 shall control.

21. *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

22. *Compliance with Chapter 171, Part II, Florida Statutes*. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions that provide for the transfer of powers over lands within the JPA/MSA by the City and County; and the authority by the City to exercise powers extraterritorially over said lands, including but not necessarily limited to the application and enforcement of the codes.

23. *Amendment of Intergovernmental Coordination Element of Comprehensive Plans.* Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

24. *Adoption by County.* The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.

25. *Adoption by City.* The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Agreement.

COUNTY OF VOLUSIA

By: _____
Jason P. Davis, County Chair

Attest: _____
James T. Dinneen, County Manager

Approved by: _____
County Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Jason P. Davis and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the county. They are [ ] personally known to me, or [ ] have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission
And Expiration of Commission Term

CITY OF EDGEWATER

By: _____
Michael Ignasiak, Mayor

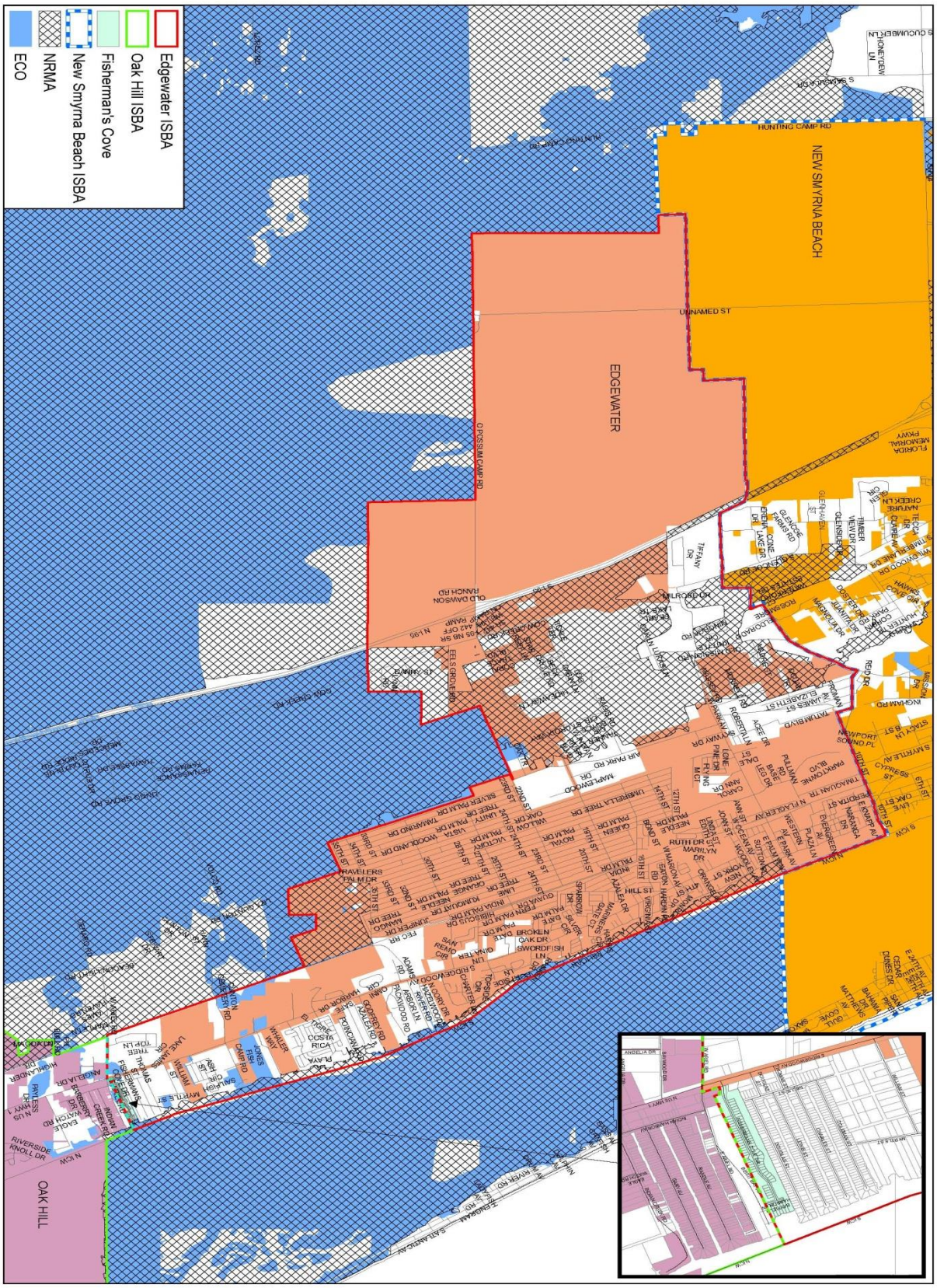
Attest: _____
Tracey Barlow, City Manager

Approved by: _____
Aaron Wolfe, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Michael Thomas and Tracey Barlow, as Mayor and City Manager, respectively, on behalf of the City of Edgewater, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the city. They are [ ] personally known to me, or [ ] have produced _____ as identification.

_____
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission
And Expiration of Commission Term



Map #1

Edgewater Interlocal Service Boundary Agreement

43-20

RESOLUTION 2014-55

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, SERVING AS A RESPONDING RESOLUTION IN ACCORDANCE WITH SECTION 171.203(2), FLORIDA STATUTES; RESPONDING TO INITIATING RESOLUTION OF THE CITY OF EDGEWATER FOR PURPOSES OF THE NEGOTIATION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT IN ACCORDANCE WITH PART II OF CHAPTER 171, FLORIDA STATUTES; AGREEING TO PARTICIPATE IN NEGOTIATIONS; RESPONDING TO PROPOSED ISSUES AND GEOGRAPHIC AREA OF CITY FOR NEGOTIATION.

WHEREAS, Part II of Chapter 171, Florida Statutes, titled the "Interlocal Service Boundary Act" (the "Act") provides an alternative to Part I of said chapter for local governments regarding the annexation of territory into a municipality; and

WHEREAS, the stated intent of the Act is to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability; and

WHEREAS, the stated intent of the Act is to prevent inefficient service delivery and insufficient tax base to support the delivery of those services; and

WHEREAS, on April 7, 2014, the Edgewater City Commission adopted Resolution No. 2014-R-06 inviting the county to discuss an interlocal service boundary agreement; and

WHEREAS, the Volusia County Council accepts the opportunity to engage in these discussions, consult with all affected jurisdictions, and proffer a responsive resolution.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNCIL CHAMBERS OF THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 17th DAY OF APRIL 2014 AS FOLLOWS:

SECTION I: Acceptance of invitation. The council hereby accepts the invitation of the City of Edgewater (the "City") set forth in Resolution 2014-R-06 (the "Initiating Resolution") to engage in negotiations with the County of Volusia (the "County") for an interlocal service boundary agreement in accordance with Part II of Chapter 171, Florida Statutes.

SECTION II: Terms.

The county council hereby responds to the issues described in the initiating resolution of the City and suggested for negotiation with the county:

A. **City issue #1:** *The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Fla. Stat. (2013).*

County response: The County agrees to discuss a process and schedule for annexations within a negotiated and defined municipal service area in accordance with section 171.203, Florida Statutes, and describe the prerequisites for annexation in accordance with section 171.204, Florida Statutes. The defined municipal service area shall be determined during the ISBA process.

B. **City issue #2:** *The establishment of municipal services areas, as defined in §171.202(11)(a), Fla. Stat.*

County response: The County agrees to discuss the establishment of municipal services areas within a negotiated and defined the boundary.

C. **City issue #3:** *The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statues, for lands in the municipal service*

area. Such land use decisions shall include preparation and adoption of comprehensive plan and issuance of development orders.

County response: The County agrees to discuss the establishment of a process for land use decisions for lands in a defined municipal service area boundary map. The county also agrees to discuss preparation and adoption of comprehensive plan amendments, administration of land development regulations and issuance of development orders.

D. **City issue #4:** *The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within defined unincorporated areas. These powers may be in addition to other municipal powers that otherwise exist in the City.*

County response: The County agrees to discuss the delegation of extraterritorial powers to the city for the area located within the municipal service area as negotiated and defined during the ISBA process, so long as such delegated powers are consistent with section 171.208, Florida Statutes.

The county council designates the following additional issues for negotiation:

E. **County issue #1:** The identification of the local government responsible for the delivery or funding of the following services within the municipal service area:

1. Public safety
2. Fire, emergency rescue, and medical
3. Water and wastewater
4. Road ownership, construction, and maintenance
5. Conservation, parks, and recreation
6. Stormwater management and drainage
7. Solid waste collection
8. Land development and building permits

F. **County issue #2:** The incorporation of mutually agreed upon decisions regarding service delivery, including the transfer of services and infrastructure and the fiscal compensation, if any, between Volusia County and the City of Edgewater.

G. **County issue #3:** The provision to co-locate services or to jointly use existing facilities.

H. **County issue #4:** Declaration and legislative intent and a presumption that annexations that occur pursuant to any alternative procedures established by the City and Volusia County.

I. **County issue #5:** Establishment of a recommended term of 10 years for any interlocal service boundary agreement negotiated to completion, with a review of such agreement to be performed by the parties after the initial six (6) years.

SECTION III: Interpretation; direction to county manager. This resolution shall not be construed to bind the county council to approve an interlocal service boundary agreement or to include any terms suggested by the city in its initiating resolution. Pursuant to section 171.203(4), Florida Statutes (2013), he county manager or designee is directed to initiate discussions with the city for purposes of the negotiation of a proposed agreement within sixty (60) days after receipt of this resolution by the city.

SECTION IV: Notification of City. The county manager shall send this resolution to city manager of the city by United States certified mail within seven (7) days after the adoption of this resolution in accordance with section 171.203(2)(a), Florida Statutes (2013).

SECTION V: Effective date. This resolution shall become effective immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING:

ATTEST:

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

James T. Dinneen, County Manager/Clerk

Jason P. Davis, County Chair

(for)

RESOLUTION NO. 2014-R-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THEREUNDER FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; PROVIDING FOR TRANSMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act (Act) provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated areas of the county; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the affects of annexations; and

WHEREAS, the overriding goal of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government and increase the level of service of residents within the boundary of unincorporated Volusia County; and

WHEREAS, the boundary area as shown in Exhibit "A" is generally surrounded on the south and west by unincorporated portions of the City of Edgewater and on the north by incorporated areas of the City of New Smyrna Beach; and

WHEREAS, the City of Edgewater pursuant to this interlocal service boundary agreement with the County of Volusia wishes to fill in its municipal boundaries; and

WHEREAS, the boundary generally outlined by our established Utility Service Area as adopted in our Comprehensive Plan contains lands that serve a substantially important economic development interest to the residents of Volusia County and the City of Edgewater and consistent planning and development rules and procedures are vital to the process; and

WHEREAS, it is the intent of the City Council of the City of Edgewater to initiate discussions with Volusia County regarding the development of an interlocal service boundary agreement for lands shown in Exhibit "A" to address the above-referenced concerns.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Edgewater, Florida:

Section 1. That the City of Edgewater hereby invites Volusia County to enter into negotiations under the act to address issues concerning planning and annexation for the areas identified in Exhibit "A".

Section 2. That the City of Edgewater hereby identifies the issues to be negotiated as follows:

A. The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Florida Statutes (2012).

B. The establishment of municipal services areas, as defined in §171.292(11)(a), Fla. Stat. for which the City may plan for an annex, which consists of planning areas in the area as shown in Exhibit "A".

C. The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service area. Such land use decisions shall include preparation and adoption of comprehensive plan issuance of development orders.

D. The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within unincorporated areas a as shown in Exhibit "A". These powers may be in addition to other municipal powers that otherwise exist in the City.

Section 3. All conflicting purchasing policies are superseded by this policy.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. This resolution shall take effect upon adoption.

After motion by _____ and second by _____, the vote on this resolution was as follows:

	AYE	NAY
Mayor Michael Thomas		_____
Councilwoman Christine Power		_____
Councilwoman Gigi Bennington		_____
Councilman Mike Ignasiak		_____
Councilman Gene Emter		_____

PASSED AND DULY ADOPTED this _____ day of March, 2014.

ATTEST:

_____
Bonnie A. Wenzel
City Clerk

CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA

By:_____
Michael Thomas
Mayor

_____
Robin L. Matusick
Paralegal

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by: Aaron R. Wolfe, Esquire City Attorney Doran, Sims, Wolfe, Kundid, Ciocchetti & Wagner	Approved by the City Council of the City of Edgewater at a meeting held on this ____ day of April, 2014 under Agenda Item No. 8____.

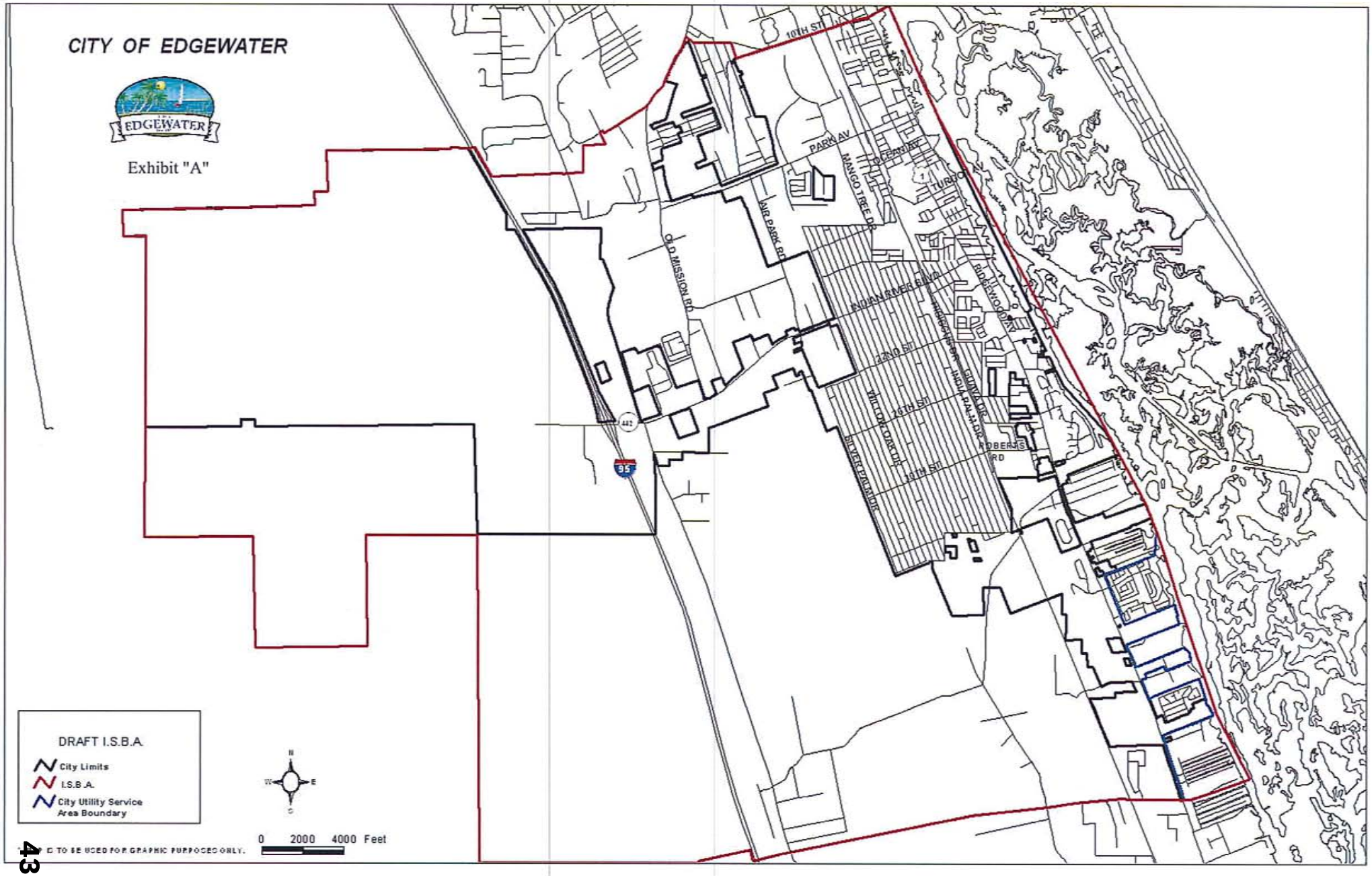

CITY OF EDGEWATER
EDGEWATER
Exhibit "A"
10TH ST
PARK AV
MANGO TREE DR
OLEANDER
TURO
AIR PARK RD
OLD MISSION RD
INDIAN RIVER BLVD
RIDGEWOOD DR
HIBISCUS DR
GUAVA DR
INDIAN PALM DR
22ND ST
16TH ST
WILLOW OAK DR
10TH ST
ROBERTS RD
SILVER PALM DR
95
DRAFT I.S.B.A.
City Limits
I.S.B.A.
City Utility Service Area Boundary
N
W
E
S
0 2000 4000 Feet
MAP IS TO BE USED FOR GRAPHIC PURPOSES ONLY.

EXHIBIT A

RESOLUTION NO. 2014-R-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA, PURSUANT TO CHAPTER 171, PART II, FLORIDA STATUTES, THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ACT, INITIATING THE PROCESS PROVIDED FOR THEREUNDER FOR THE PURPOSE OF ADDRESSING THE ISSUES MORE PARTICULARLY SET FORTH THEREIN; PROVIDING FOR TRANSMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part II, Chapter 171, Florida Statutes, entitled the "Interlocal Service Boundary Agreement Act (Act) provides an alternative to Part I of said Chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated areas of the county; and

WHEREAS, the Act further intends to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the affects of annexations; and

WHEREAS, the overriding goal of the process set forth within the Act is to promote sensible boundaries that reduce the cost of local government and increase the level of service of residents within the boundary of unincorporated Volusia County; and

WHEREAS, the boundary area as shown in Exhibit "A" is generally surrounded on the south and west by unincorporated portions of the City of Edgewater and on the north by incorporated areas of the City of New Smyrna Beach; and

WHEREAS, the City of Edgewater pursuant to this interlocal service boundary agreement with the County of Volusia wishes to fill in its municipal boundaries; and

WHEREAS, the boundary generally outlined by our established Utility Service Area as adopted in our Comprehensive Plan contains lands that serve a substantially important economic development interest to the residents of Volusia County and the City of Edgewater and consistent planning and development rules and procedures are vital to the process; and

WHEREAS, it is the intent of the City Council of the City of Edgewater to initiate discussions with Volusia County regarding the development of an interlocal service boundary agreement for lands shown in Exhibit "A" to address the above-referenced concerns.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Edgewater, Florida:

Section 1. That the City of Edgewater hereby invites Volusia County to enter into negotiations under the act to address issues concerning planning and annexation for the areas identified in Exhibit "A".

Section 2. That the City of Edgewater hereby identifies the issues to be negotiated as follows:

A. The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Florida Statutes (2012).

B. The establishment of municipal services areas, as defined in §171.292(11)(a), Fla. Stat. for which the City may plan for an annex, which consists of planning areas in the area as shown in Exhibit "A".

C. The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statutes, for lands in the municipal service area. Such land use decisions shall include preparation and adoption of comprehensive plan issuance of development orders.

D. The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within unincorporated areas a as shown in Exhibit "A". These powers may be in addition to other municipal powers that otherwise exist in the City.

Section 3. All conflicting purchasing policies are superseded by this policy.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 5. This resolution shall take effect upon adoption.

After motion by _____ and second by _____, the vote on this resolution was as follows:

	AYE	NAY
Mayor Michael Thomas		_____
Councilwoman Christine Power		_____
Councilwoman Gigi Bennington		_____
Councilman Mike Ignasiak		_____
Councilman Gene Emter		_____

PASSED AND DULY ADOPTED this _____ day of March, 2014.

ATTEST:

CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA

_____
Bonnie A. Wenzel
City Clerk

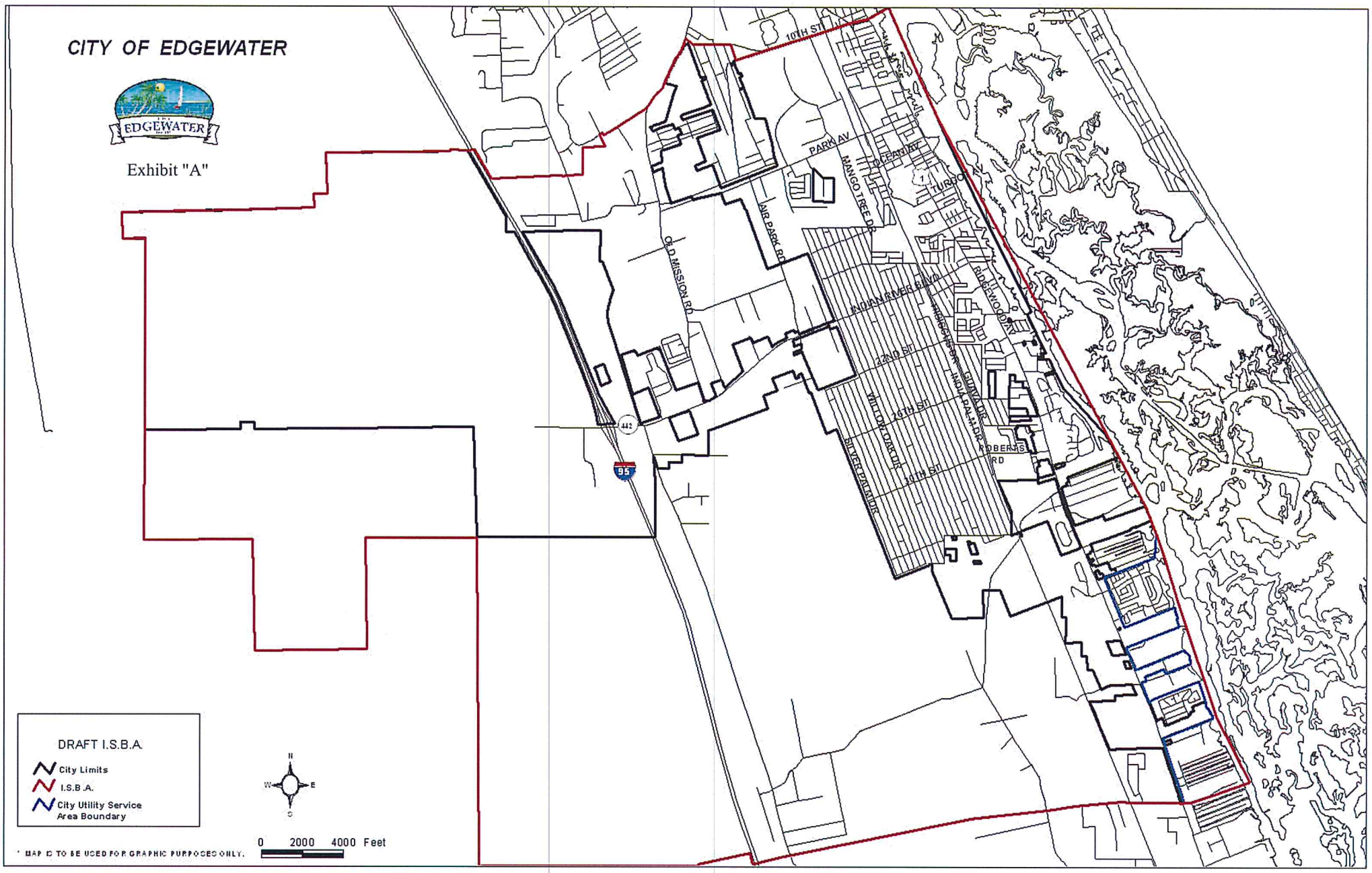
By:_____
Michael Thomas
Mayor

_____
Robin L. Matusick
Paralegal

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by: Aaron R. Wolfe, Esquire City Attorney Doran, Sims, Wolfe, Kundid, Ciocchetti & Wagner	Approved by the City Council of the City of Edgewater at a meeting held on this ____ day of April, 2014 under Agenda Item No. 8____.

CITY OF EDGEWATER

Exhibit "A"



RESOLUTION 2014-55

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, SERVING AS A RESPONDING RESOLUTION IN ACCORDANCE WITH SECTION 171.203(2), FLORIDA STATUTES; RESPONDING TO INITIATING RESOLUTION OF THE CITY OF EDGEWATER FOR PURPOSES OF THE NEGOTIATION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT IN ACCORDANCE WITH PART II OF CHAPTER 171, FLORIDA STATUTES; AGREEING TO PARTICIPATE IN NEGOTIATIONS; RESPONDING TO PROPOSED ISSUES AND GEOGRAPHIC AREA OF CITY FOR NEGOTIATION.

WHEREAS, Part II of Chapter 171, Florida Statutes, titled the "Interlocal Service Boundary Act" (the "Act") provides an alternative to Part I of said chapter for local governments regarding the annexation of territory into a municipality; and

WHEREAS, the stated intent of the Act is to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability; and

WHEREAS, the stated intent of the Act is to prevent inefficient service delivery and insufficient tax base to support the delivery of those services; and

WHEREAS, on April 7, 2014, the Edgewater City Commission adopted Resolution No. 2014-R-06 inviting the county to discuss an interlocal service boundary agreement; and

WHEREAS, the Volusia County Council accepts the opportunity to engage in these discussions, consult with all affected jurisdictions, and proffer a responsive resolution.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNCIL CHAMBERS OF THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 17th DAY OF APRIL 2014 AS FOLLOWS:

SECTION I: Acceptance of invitation. The council hereby accepts the invitation of the City of Edgewater (the "City") set forth in Resolution 2014-R-06 (the "Initiating Resolution") to engage in negotiations with the County of Volusia (the "County") for an interlocal service boundary agreement in accordance with Part II of Chapter 171, Florida Statutes.

SECTION II: Terms.

The county council hereby responds to the issues described in the initiating resolution of the City and suggested for negotiation with the county:

A. **City issue #1:** *The process, definitions, schedule and criteria for voluntary and referendum annexations in the municipal service area in replacement or modification of the requirements of Chapter 171, Part I, Fla. Stat. (2013).*

County response: The County agrees to discuss a process and schedule for annexations within a negotiated and defined municipal service area in accordance with section 171.203, Florida Statutes, and describe the prerequisites for annexation in accordance with section 171.204, Florida Statutes. The defined municipal service area shall be determined during the ISBA process.

B. **City issue #2:** *The establishment of municipal services areas, as defined in §171.202(11)(a), Fla. Stat.*

County response: The County agrees to discuss the establishment of municipal services areas within a negotiated and defined the boundary.

C. **City issue #3:** *The establishment of a process for land use decisions consistent with Part II of Chapter 163, Florida Statues, for lands in the municipal service*

area. Such land use decisions shall include preparation and adoption of comprehensive plan and issuance of development orders.

County response: The County agrees to discuss the establishment of a process for land use decisions for lands in a defined municipal service area boundary map. The county also agrees to discuss preparation and adoption of comprehensive plan amendments, administration of land development regulations and issuance of development orders.

D. **City issue #4:** *The incorporation of mutually agreed upon extraterritorial powers to be exercised by the city within defined unincorporated areas. These powers may be in addition to other municipal powers that otherwise exist in the City.*

County response: The County agrees to discuss the delegation of extraterritorial powers to the city for the area located within the municipal service area as negotiated and defined during the ISBA process, so long as such delegated powers are consistent with section 171.208, Florida Statutes.

The county council designates the following additional issues for negotiation:

E. **County issue #1:** The identification of the local government responsible for the delivery or funding of the following services within the municipal service area:

1. Public safety
2. Fire, emergency rescue, and medical
3. Water and wastewater
4. Road ownership, construction, and maintenance
5. Conservation, parks, and recreation
6. Stormwater management and drainage
7. Solid waste collection
8. Land development and building permits

F. **County issue #2:** The incorporation of mutually agreed upon decisions regarding service delivery, including the transfer of services and infrastructure and the fiscal compensation, if any, between Volusia County and the City of Edgewater.

G. **County issue #3:** The provision to co-locate services or to jointly use existing facilities.

H. **County issue #4:** Declaration and legislative intent and a presumption that annexations that occur pursuant to any alternative procedures established by the City and Volusia County.

I. **County issue #5:** Establishment of a recommended term of 10 years for any interlocal service boundary agreement negotiated to completion, with a review of such agreement to be performed by the parties after the initial six (6) years.

SECTION III: Interpretation; direction to county manager. This resolution shall not be construed to bind the county council to approve an interlocal service boundary agreement or to include any terms suggested by the city in its initiating resolution. Pursuant to section 171.203(4), Florida Statutes (2013), he county manager or designee is directed to initiate discussions with the city for purposes of the negotiation of a proposed agreement within sixty (60) days after receipt of this resolution by the city.

SECTION IV: Notification of City. The county manager shall send this resolution to city manager of the city by United States certified mail within seven (7) days after the adoption of this resolution in accordance with section 171.203(2)(a), Florida Statutes (2013).

SECTION V: Effective date. This resolution shall become effective immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING:

ATTEST:

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

James T. Dinneen, County Manager/Clerk

Jason P. Davis, County Chair

Office of
INDIAN RIVER COUNTY ATTORNEY

Dylan Reingold, County Attorney
William K. DeBraal, 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

COUNTY ATTORNEY

Indian River Co.	Approved	Date
Admin.		
Co. Atty.	DR	11/17/14
Budget	for JB	11/18/14
Department	MB	11/17/14
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 AGREEEMNT 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 lnterlocal 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 lnterlocal 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 lnterlocal 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

Date of BCC approval: _____

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

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

By: _____
Dylan Reingold
County Attorney

F:\Attorney\Nancy\DOCS\DYLAN\Fellsmere Enclave ILA.docx

EXHIBIT "A"

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 F.F.C.S.D.	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

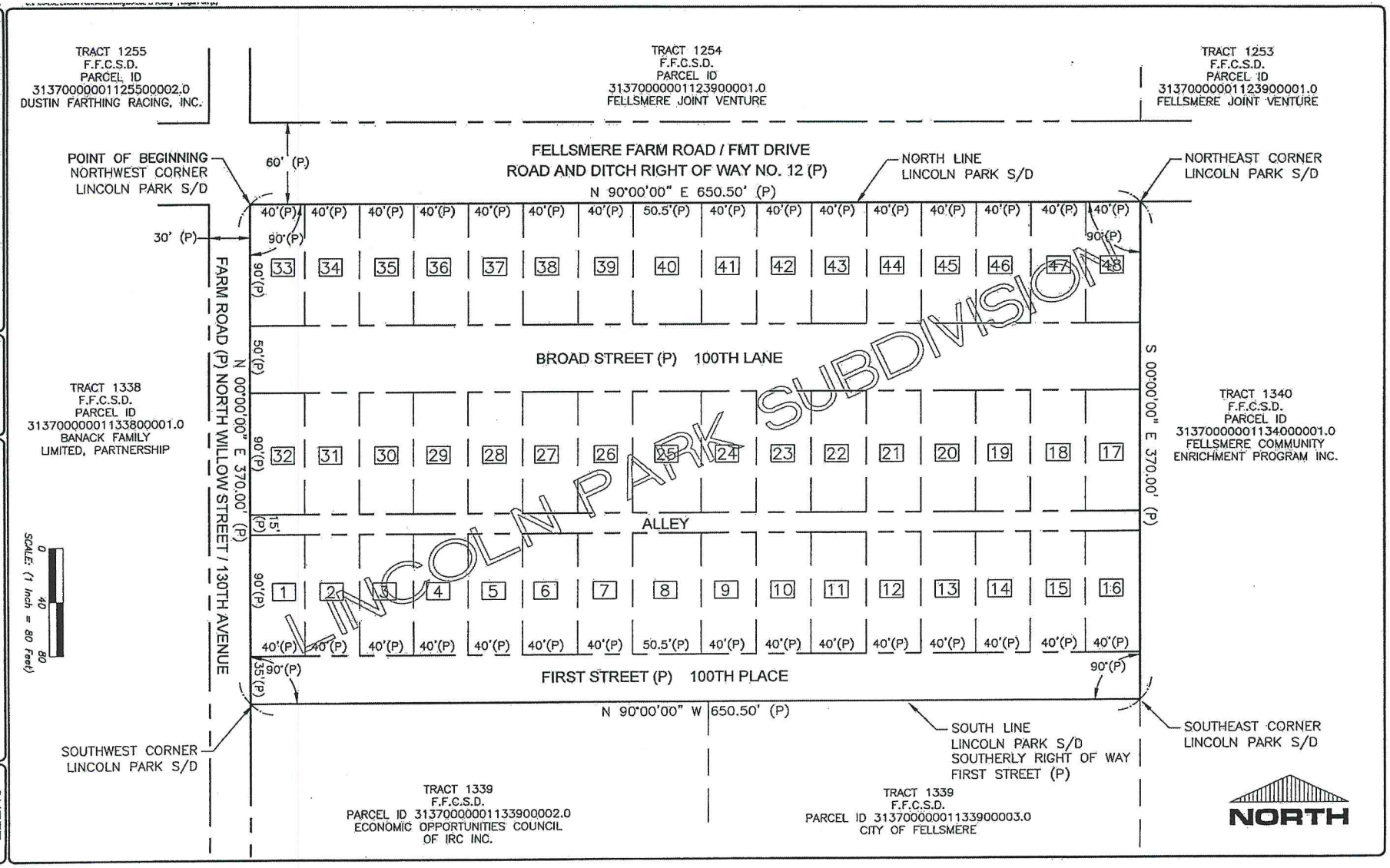
DAVID E. LUETHJE, FL. PSM 5728
C.A.I. LB. 205 SIGNATURE DATE: 11/3/14

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

DATE : 10-08-2014
PROJ. # : 06-26 E
DRAWN BY: DJM
APPD. BY : DEL
PLOT BY : Domonic Miele
REF. # :
F.B. & PG. :

SKETCH AND DESCRIPTION
LINCOLN PARK SUBDIVISION
PLAT BOOK 1, PAGE 60, I.R. COUNTY, FLORIDA
INDIAN RIVER COUNTY, FLORIDA

SHEET
1 of 2
Dwg. #: 19779 A



CARTER ASSOCIATES, INC.
Serving Florida Since 1911
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DATE : 10-06-2014
PROJ. # : 06-95 E
DRAWN BY : DJM
APPD. BY : DEL
PLOT BY : Domenic Millo
REF. # :
F.B. & PG. :

SKETCH AND DESCRIPTION

LINCOLN PARK SUBDIVISION
PLAT BOOK 1, PAGE 80, 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

EXHIBIT "A"

Susan Adams, Mayor
Jason Nunemaker, City Manager

cultivate. nurture. grow...

Fellsmere

Lorence L. White
7006 2760 0003 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 100th Lane and 100th 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.

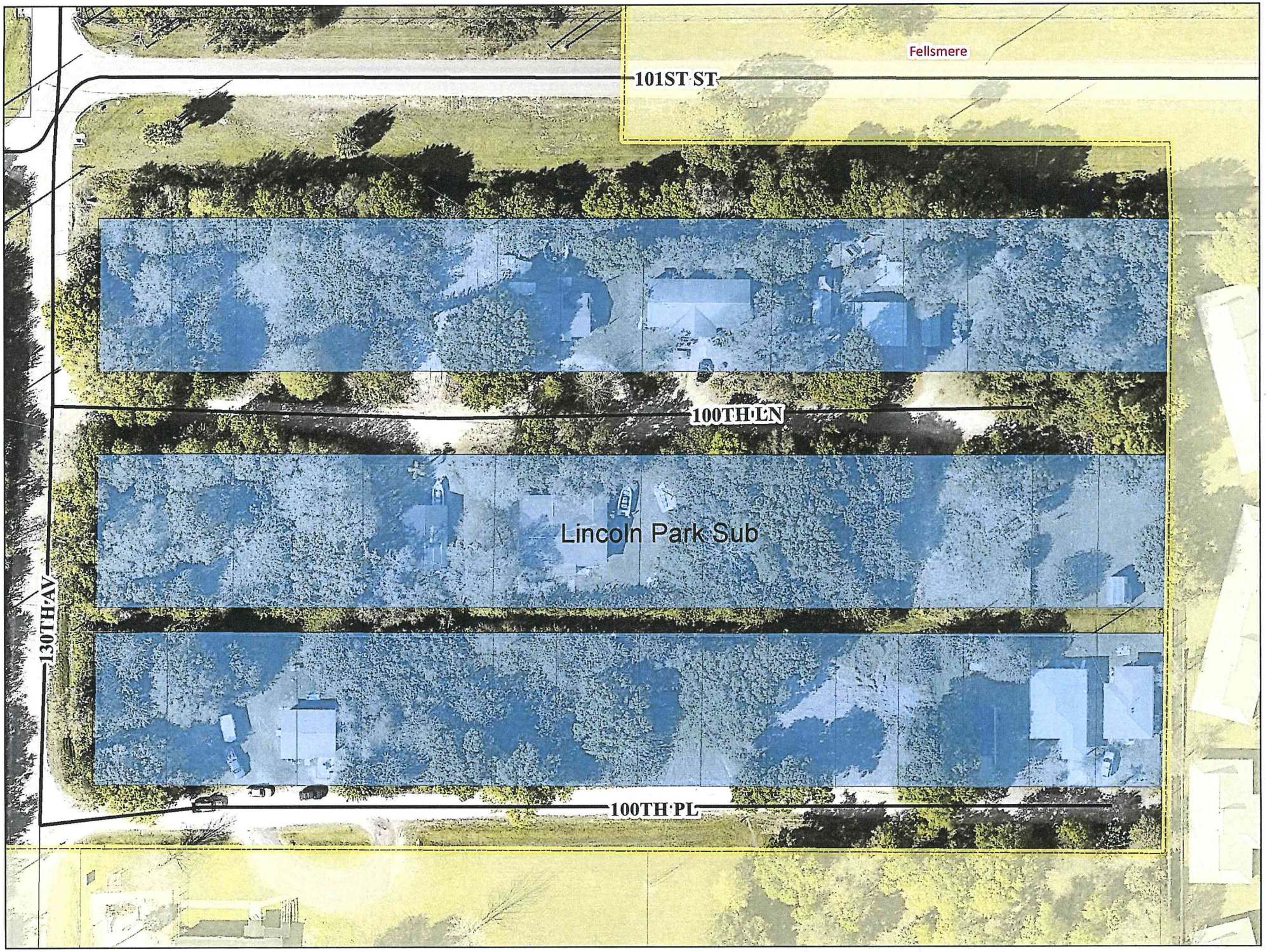
Please be advised that the City Council of Fellsmere will be considering the approval of the interlocal agreement that implements the annexation at the November 20th, 2014 City Council meeting starting at 7:00PM. You are encouraged to attend the meeting and provide your perspective on the annexation. 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 2nd, 2014 Commission meeting commencing at 9:00AM. The BOCC meeting will be held in the Commission Chambers at 1801 27th 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.

22 South Orange Street Fellsmere, Florida 32948-6700
Phone: 772-571-1616 Fax: 772-571-8615

Sincerely,

Jason Nunemaker
City Manager

C: City Council
Community Development Department
County Manager



Source: IRC Community Development Department November 14, 2014