

**JOINT WORKSHOP
INDIAN RIVER COUNTY
CITY OF SEBASTIAN
CITY OF VERO BEACH
CITY OF FELLSMERE
TOWN OF INDIAN RIVER SHORES
TOWN OF ORCHID
AGENDA**

MONDAY, DECEMBER 15, 2008 – 5:00 P.M.

**SEBASTIAN CITY COUNCIL CHAMBERS
1225 MAIN STREET, SEBASTIAN, FLORIDA**

RE: INTERLOCAL SERVICE BOUNDARY AGREEMENT (ISBA)

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ISBA REVIEW PRESENTATION – City Manager, Al Minner
5. PRESENTATION OF UNRESOLVED ISSUES
 - A. SEBASTIAN
 1. Point to Point Contiguity
 2. New Town Location
 3. Other Urban Services
 - B. VERO BEACH
 1. Comments
 - C. FELLSMERE
 1. Comments
 - D. INDIAN RIVER SHORES
 1. Reserve the Right to Comment if Needed
 - E. ORCHID
 1. Comments
 - F. INDIAN RIVER COUNTY
 1. Point to Point Contiguity
 2. Section 10(f) and Exhibit F
6. PUBLIC INPUT
7. ELECTED OFFICIAL DISCUSSION ON CONSENSUS FOR DIRECTION TO ISBA WORKING GROUP
8. ADJOURN

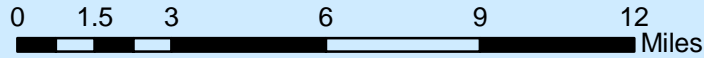
HEARING ASSISTANCE HEADPHONES ARE AVAILABLE IN THE COUNCIL CHAMBERS FOR ALL GOVERNMENT MEETINGS.

Meetings are Aired Live on Comcast Channel 25 and www.cityofsebastian.org

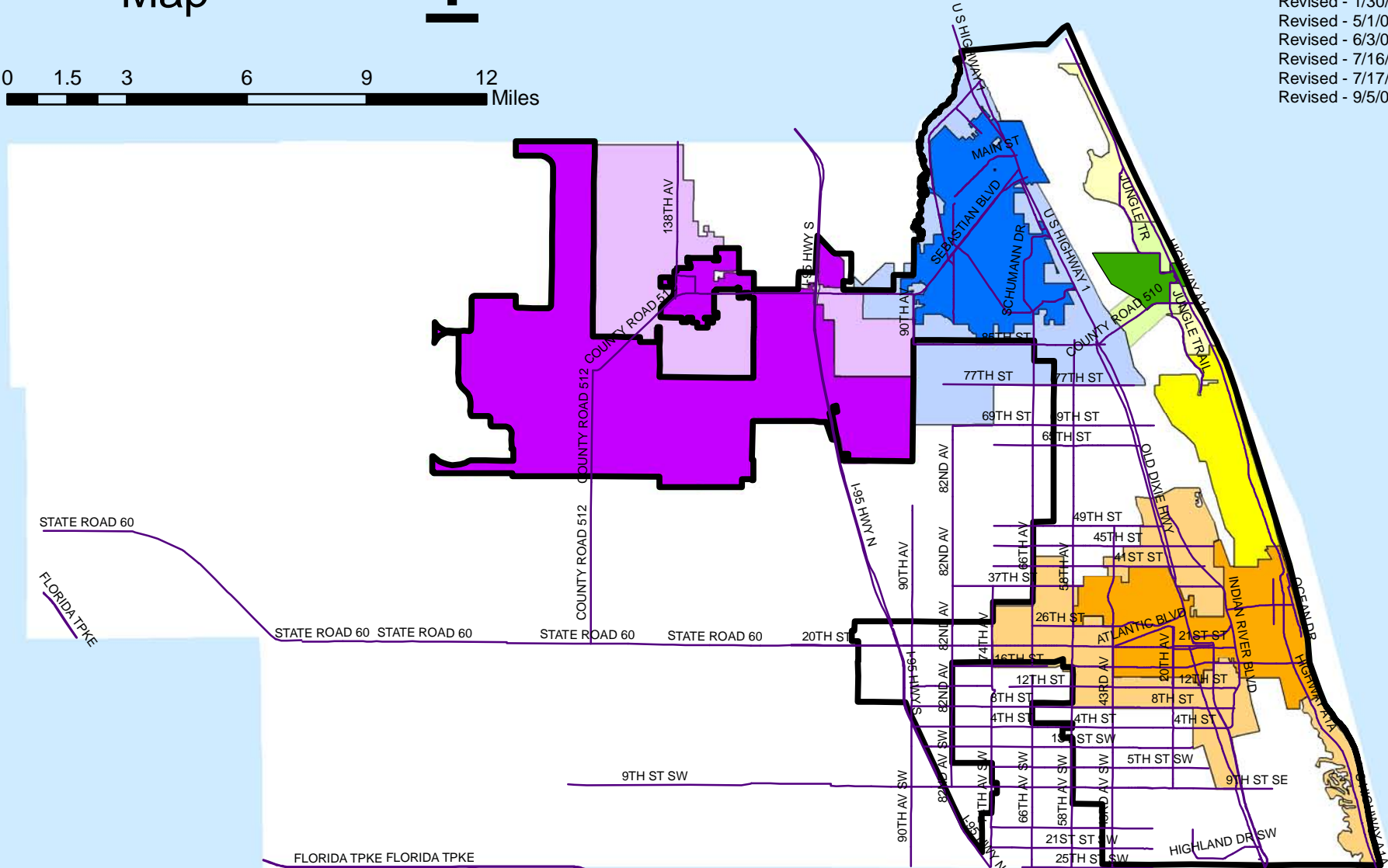
ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE HEARD. (286.0105 F.S.)

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), ANYONE WHO NEEDS A SPECIAL ACCOMMODATION FOR THIS MEETING SHOULD CONTACT THE CITY'S ADA COORDINATOR AT 589-5330 AT LEAST 48 HOURS IN ADVANCE OF THIS MEETING

Interlocal Service Boundary Agreement Map



Map Created 6/22/07 MZ
 Revised - 7/5/07 MZ
 Revised - 8/23/07 MZ
 Revised - 9/5/07 MZ
 Revised - 9/13/07 MZ
 Revised - 9/17/07 MZ
 Revised - 10/24/07 MZ
 Revised - 1/30/08 MZ
 Revised - 5/1/08 MZ
 Revised - 6/3/08 MZ
 Revised - 7/16/08 MZ
 Revised - 7/17/08 MZ
 Revised - 9/5/08 MZ



Legend

- | | | | |
|--|------------------------------------|-------------------------------------|-------------------|
| USA Boundary | Fellsmere Current | Vero Beach Current | County |
| Orchid Current | Fellsmere Annexation Reserve Areas | Vero Beach Annexation Reserve Areas | Sebastian Current |
| Town of Orchid Reserve Area | Indian River Shores Current | Sebastian Annexation Reserve Areas | |
| Indian River Shores Annexation Reserve Areas | | | |

APPLICATION FOR VOLUNTARY ANNEXATION

THIS APPLICATION, to be filed with the _____ Department, shall be complete and all required documents attached. Fees shall be paid at the time of submittal. The Applicant will be notified of the Public Hearing dates to be scheduled before the City Council. The City and Applicant shall adhere to the Florida Statutes Chapter 171, Part I regarding annexation procedures.

NAME OF APPLICANT: _____

ADDRESS: _____

PHONE: _____ FAX: _____ EMAIL: _____

ADDRESS OF PROPERTY TO BE ANNEXED: _____

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

SECTION: _____ TOWNSHIP: _____ RANGE: _____

SUBDIVISION: _____ BLOCK: _____ LOT/PARCEL: _____

PLAT BOOK/PAGE: _____

TOTAL ACREAGE: _____ DIMENSIONS: _____

CURRENT USE: _____

PRESENT COUNTY ZONING CLASSIFICATION: _____

PRESENT COUNTY FUTURE LAND USE CLASSIFICATION: _____

REQUESTED ZONING CLASSIFICATION: _____

REQUESTED FUTURE LAND USE CLASSIFICATION: _____

REQUIRED EXHIBITS/QUESTIONS:

_____ A. Check for Application fees:

 > *[Insert Fee Schedule]*

_____ B. \$ _____ Deposit for Professional Services Escrow fees. All actual fees are required to be paid by the applicant. *[Insert if Applicable]*
(Only to be paid 1 time for combined applications.)

_____ C. A County Property Appraiser's map showing the exact property and location.

_____ D. A copy of the most recent recorded Warranty Deed.

_____ E. A Certified Survey prepared within one (1) year before the date of Application of the subject property with legal description and acreage. Electronic version of Survey and legal description is required.

_____ F. Notarized statement(s) from all property owners listed on the warranty deed who are authorizing someone other than themselves to act on their behalf as the applicant.

_____ G. Certificate of Title from an Attorney or Title Insurance Company (O and E Report) prepared within six (6) months before date of Application.

_____ H. Certificate of Good Standing for corporate/limited liability company/partnership owner; copy of Articles of Incorporation for Corporation/copy of Articles of Organization for LLC/copy of Partnership Agreement for Partnership/copy of document creating other entities.

_____ I. Is there a lien(s)/mortgage(s) against the property? Yes _____ No _____
 if yes, please attach a letter of authorization from all the lienholders.

_____ J. Describe the existing use of the property. _____

_____ K. Describe the intended use of the property. _____

[Continued on next page.]

APPLICATION FOR VOLUNTARY ANNEXATION

- Page 1 of 2 -

EXHIBIT "B"

[Continued from Page 1.]

The undersigned understands that this Application must be complete and accurate prior to advertising a public hearing. The undersigned further understands that this Application may be required to be reviewed by the Urban Services Advisory Committee created by Interfocal Agreement between Indian River County and all municipalities within the County before it is presented to the City Council.

STATE OF _____
COUNTY OF _____

I, _____, being first duly sworn, depose and say that:

I am the owner of the subject property, or if a corporation/limited liability company/partnership, I am the officer/managing member/general partner authorized to sign this Application.

I am the legal representative of the owner of the subject property of this Application. (If the property is not owned or owned only in part by the applicant, a notarized letter must accompany the Application giving written consent by all property owners of the subject property unless the applicant is the Attorney for the owner.)

ALL THE ANSWERS TO THE QUESTIONS IN THIS APPLICATION AND ALL SURVEYS, SKETCHES AND DATA ATTACHED TO AND MADE A PART OF THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

Dated: _____

(Applicant's Signature)

(Print Name of Applicant)

(Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, who [] is personally known to me or [] has produced a _____ as identification.

[Notary Seal]

Notary Public _____ Commission No. _____
Printed Name: _____
My Commission Expires: _____

FOR CITY OF _____	USE ONLY:
CITY OF _____	ANNEXATION NUMBER: _____
FEES PAID: _____	RECEIPT NUMBER: _____
PZ/LPA MEETING DATE/ACTION: _____	

CITY COUNCIL MEETING/ACTION: _____	

SIGNATURE OF PERSON ACCEPTING APPLICATION: _____	
DATE: _____	

EXHIBIT C

Rules of Procedure for the Urban Services Advisory Committee

- 1) Creation of an Urban Services Advisory Committee
 - a) The Urban Services Advisory Committee ("USAC") is created pursuant to Section 4 of the Interlocal Agreement Among All Local, General-Purpose Governments in Indian River County, Under the Authority of Chapter 171 Part II Florida Statutes, Relating to Annexations, Land Use Changes, and the Urban Service Boundary (the "Interlocal Agreement")
- 2) Membership
 - a) Membership to the Interlocal Agreement shall be comprised of Indian River County, the City of Vero Beach, the City of Sebastian, the City of Fellsmere, the Town of Indian River Shores, and the Town of Orchid (the "Parties").
 - b) The Parties to the Interlocal Agreement shall be represented on the USAC
 - c) The USAC shall be composed of an elected official of each Party or an alternate appointed by the governing body of each Party.
 - d) Each Party, at its annual organizational meeting, shall designate an elected official to serve on the USAC. Each Party shall also designate an alternate to serve on the USAC when the elected official appointed by the governing body is unavailable.
- 3) USAC Chair
 - a) The Chair to the USAC shall be the County Representative.
 - b) The Chair, who after consultation with County staff, shall be responsible for calling the meetings, providing all notices and the taking of minutes, and ensuring that required reports are written.
 - c) The Chair is responsible for ensuring order and decorum during the USAC meeting.
- 4) Quorum
 - a) At anytime a quorum fails to exist, the Chair shall cancel and postpone the USAC meeting.
 - b) No telephonic attendance shall be permitted due to the importance of graphic and detailed information.
 - c) A majority of those members present and voting shall be necessary to carry any action.
- 5) Place
 - a) All meetings of the USAC shall be held in the Indian River County Commission Chambers, County Administration Building, 1801 27th Street, Vero Beach, Florida, 32960.
- 6) Time of Meeting
 - a) The Chair shall set a reasonable time for each USAC meeting.

EXHIBIT C

- 7) Rules of Debate
 - a) *Presiding officer may debate.* The Chair may debate and move for any motion and shall not be deprived of any of the rights and privileges of a USAC member by reason of acting as presiding officer.
 - b) *Getting the floor.* Any USAC member desiring to speak shall address the chair and upon recognition by the presiding officer, shall be confined to the questions under debate.
 - c) *Introduction before committee.* All substantive matters requiring action by the USAC shall be introduced by motion and supported by a second. If the substantive matter being voted on relates to the issuance of a report as required by the Interlocal Agreement, and no motion receives a second, or no motion receives a majority of the USAC members approval, then the official report of the USAC shall consist of any reports written by the individual members of the USAC. Where the USAC committee makes an official recommendation based upon a majority vote of the members present and constituting a quorum, any member not in agreement with the majority may author a minority report.
 - d) *Interruptions.* Any USAC member who has the floor shall not be interrupted unless it is to preserve order or to ask for an explanation. If a USAC member is called to order, speaking shall cease until the question of order is determined.
 - e) *Privilege of closing debate.* The Chair shall have the privilege of speaking last.
 - f) *Motion to reconsider.* A motion to reconsider an action taken by the USAC may be made only during the meeting at which such action was taken. Such motion must be made by one on the prevailing side, but may be seconded by any member. This section shall not preclude any item on which USAC action has already been taken from being placed on a subsequent agenda.

- 8) Addressing the USAC
 - a) Any person who desires to address the USAC may be recognized by the Chair, and when recognized shall step to the microphone, give his name and address, and then give his remarks, limiting his remarks to three minutes unless additional time is granted by the Chair. All persons who address USAC must be sworn in under oath.

- 9) Silence constitutes affirmative vote
 - a) Unless a member of the USAC states he is abstaining, his silence shall be recorded as an affirmative vote.

- 10) Required Reports
 - a) If a USAC report is required as a result of the Interlocal Agreement, that report shall be written by the County based on direction from a majority of the USAC. That report shall be submitted to the applicable jurisdictions based on the Interlocal Agreement.

- 11) Right of USAC Members to File Dissent

EXHIBIT C

- a) USAC members who do not agree with a majority of the Committee may elect to file "minority" reports. Individual USAC members or their representatives shall be responsible for producing the minority reports.

EXHIBIT "D"

Sebastian Extended Planning Area

The Sebastian Extended Planning Area (SEPA) is that portion of its Annexation Reserve Area located outside of the Urban Service Area Boundary. To address the unique needs of Sebastian, future development of the (SEPA) will be guided by the principles set forth in this Exhibit.

I. Western Employment Center (WEC). Sebastian has been prevented from fulfilling its Comprehensive Plan provisions concerning job-producing land uses as a result of large industrial tracts being purchased by the public for conservation uses. Additionally, the large-scale platting of the Sebastian Highlands subdivision fifty years ago has made it difficult to integrate housing choices and provide workforce-housing options into the existing single-family neighborhoods. The WEC is intended to become an employment center mixing commercial and light industrial uses while providing choices in housing styles and prices in adjacent residential areas. The guidelines for development within the WEC are:

1. **Location.** The WEC will emanate from the future corridor of Citrus Highway (82nd Avenue) at one or more intersections with an east-west arterial or major collector roadway. The City reserves the flexibility to determine the specific boundaries for land uses in order to address efficient provision of services and development patterns.
2. **Size.** The lands designated for the WEC shall have a minimum land area of 500 acres. Additional complementary phases may be integrated into the WEC thereafter.
3. **Land Use Mix.** The WEC will require a proper mix of land uses that minimizes transportation and other public service burdens.
 - A. **Required Land Uses:**
 - i. Work areas that provide employment including: research and development complexes, educational facilities, industrial and office parks, resource management and tourism.
 - ii. Shopping areas.
 - iii. Residential areas, with a focus on work force/affordable multi-family housing.
 - iv. Public facilities and institutional uses including schools, fire/police stations, cultural and community facilities, and places of worship.
 - v. Recreational uses with passive and active recreation facilities.
 - vi. Natural open space, including agriculture.
 - B. **Standards for Land Use Mix:**
 - i. Employment areas (industrial, business, office) must be at least 30% of total WEC area.
 - ii. Retail is limited to a maximum 10% of total WEC area and must be located along arterial or major collector roadways.
 - iii. Multi-family Residential development areas shall range from 15% (minimum) to 25% (maximum) of total WEC area.

- iv. Single-family Residential shall be limited to a maximum of 15% of total WEC area.
- v. Designated Open Space/Conservation tracts, which includes agricultural operations, must be at least 25% of total WEC area.

C. Timing of Land Uses:

Phasing commitments must be made as to the timing of work place and non-residential development. Initial job-producing and non-residential uses should be developed up front to prevent creation of a de-facto residential only community and to ensure development of a job-producing core for the WEC. Final approval for residential areas cannot exceed land area under development for employment generating uses.

D. Required Open Space within Uses:

- i. Multi-family parcels must have minimum 30% total recreation/open space; no less than half of which must be significant passive-park and/or conservation areas.
- ii. Single-family housing parcels must have minimum 35% total recreation/open space; no less than half of which must be significant passive-park and/or conservation areas.
- iii. For purposes of this open space requirement, such green space shall not include conventional private yard areas, but may include stormwater management ponds and facilities.

E. Densities, Use Credits and Bonuses:

- i. The base density for single-family development shall be a maximum two units per acre.
- ii. The base density for multi-family development shall be 8 units per acre.
- iii. Upon meeting criteria to be developed for deed-restricted income limits for work force/affordable housing, multi-family may be allowed at a density of up to 15 units an acre with an increased maximum roof-line height of 50 feet.
- iv. A system will be established to provide parameters for the transfer of densities above the base levels from Designated Open Space/Conservation tracts to residential uses.

4. Integration into Major Street Grid. The WEC shall have multiple connections to major roads, and extend major roads planned to traverse the rural area in it is located. This requirement ensures adequate and convenient circulation for both residents within the WEC and other citizens employed in the job-producing core.

5. Form. The WEC shall have a buffered perimeter edge, except along the shared border to the Urban Service Area Boundary, with a central core of employment generating uses surrounded by residential uses. Retail districts will be located convenient to significant intersections in areas that compliment the flow of traffic from the residential areas to the central core, as well as servicing the existing residential areas of the City.

Residential areas shall be based upon Traditional Neighborhood Design principles that shall provide:

- A. A network of interconnected streets in a grid or modified grid pattern that are ungated and open to the public.
- B. An interconnected pedestrian sidewalk/path system that serves and integrates residential and non-residential units.
- C. Promotion of multi-modal transportation options.

II. Alternative Method of Development

In the alternative to the development program set forth above, the City of Sebastian may utilize Indian River County's "New Town" concept for development so long as the tract involved is a minimum of five hundred acres.

Otherwise, development within the SEPA may be undertaken in accordance with the general provisions of this Interlocal Service Boundary Agreement.

Exhibit E

INDIAN RIVER COUNTY NEW TOWN ALLOWANCES

1. Size, Density, and Height Requirements in New Towns

The size, density, and height allowances for a new town shall allow a sufficient area to create a sustainable new town population and level of commercial activity, as well as a sufficient greenbelt area. A minimum build-out population for a small new town is about 5,000 persons, a number which translates to about 2,500 residential units.

- A. Minimum size east of I-95: 1,500 contiguous acres.
Minimum size west of I-95: 4,000 contiguous acres.
- B. Maximum gross density of New Town designated land: 2 units an acre.
- C. Height shall be limited to 35 feet for residential structures and 50 feet for non-residential structures, plus 15 feet for architectural embellishments.

2. Location and Number

No new town project development/density receiving site shall be located within an AG-3 designated area. The number of new town projects shall be limited as follows:

- East of I-95: 2
- West of I-95: 2

3. Transfer of Development Rights (TDR)

New Towns may be receiver sites for development rights sent from conservation or agricultural preservation areas that are not adjacent to the New Town and are located outside the Urban Service Area. Sending areas should be defined and shall be stripped of development rights as part of a new town approval. Density transferred from sending areas east of I-95 shall not exceed 1 unit per acre or 1 unit per 2 acres for sending areas west of I-95.

4. Integration into the major street grid

New towns need to have multiple connections to major roads, and extend major roads planned to traverse the rural area in which the New Town is located. This requirement ensures adequate circulation for New Town residents and also makes the New Town a convenient attraction for residents within the rural area that surrounds the New Town.

5. Land use mix

New Towns need a proper mix of land uses that result in a sustainable small town rather than merely an amenitized residential community.

A. Required land uses:

1. Residential area for single-family and multi-family units, including residential units

behind or over businesses.

2. Shopping area.
3. Work areas that provide employment for New Town residents, including: office, educational, industrial, resource management and tourism, agricultural uses and related industries.
4. Public facilities and institutional uses including schools, fire/police stations, cultural and community facilities, and places of worship.
5. Recreational uses with passive and active recreation facilities.
6. Natural open space and agricultural areas.

B. Standards for land use mix:

1. Commercial, office.... 3 to 10 acres per 1,000 residential units.
2. Public facilities (schools, excluding university campuses or similar uses, fire/police stations)... not to exceed 5% of new town designated area.
3. Residential development areas.... 15% (minimum) – 35% (maximum) of new town designated area.
4. Employment areas (industrial, business, office)... at least 1% of new town designated area.

C. Timing of land uses:

Commitments must be made at the time of new town approval as to the timing of developing work places and non-residential uses. Initial job-producing and non-residential uses should be developed up front to prevent creation of a de-facto residential only community and to ensure development of a job-producing “anchor tenant” to sustain the new town’s economy.

6. Open space

At least fifty (50) percent of the entire New Town area shall be preserved or provided as common open space. Open space areas shall be retained as natural areas, used for agricultural purposes, used for recreational purposes, used for stormwater management ponds, used for similar uses that complement the rural nature of the area. At least seventy (70) percent of the *minimum* required common open space area shall be located along main project boundaries and shall function as perimeter greenbelts or shall be in the form of a large contiguous block of land. If a proposed New Town shares a boundary with land identified as conservation either through easement or by comprehensive land use designation, then the required greenbelt perimeter/open space block shall have a contiguous boundary with the conservation area. If a New Town shares a boundary with multiple existing conservation areas, emphasis should be given to connect the areas, but the greenbelt/open space block shall always be contiguous to the larger conservation area. For purposes of this 50% common open space requirement, such green space shall not include conventional private yard areas and shall not include any areas already in conservation, but may include:

- agricultural areas (crops, pasture, equestrian)
- parks and recreation areas
- conservation and natural areas (uplands, wetlands, re-created natural areas)
- waterbodies (not to exceed 30% of the open space requirement)

[Note: For all types of open space (including private yards), the county requires a minimum

60% open space in AG-1 and 80% open space in AG-2 and AG-3]

7. Form

The new town shall have a perimeter edge and a center. A significant greenbelt shall be provided along the perimeter edge and may consist of natural areas, agricultural areas, and/or “no-build” areas designated on large acreage parcels. A project center shall be established for the concentration of residential and commercial uses. Major roadways should run through the project center. Traditional Neighborhood Design (TND) principles, such as those contained in county FLUE Policy 18.1, shall be required. Project design principles shall provide standards that require the following:

- A network of interconnected streets in a grid or modified grid pattern that are ungated and open to the public.
- An interconnected pedestrian sidewalk/path system that serves and integrates residential and non-residential uses.
- A “walkable community” with appropriately sized blocks and pedestrian improvements that provides a layout that maximizes residential development in clusters around town centers. Town centers are defined to include but not be limited to public squares, parks, commercial centers, employment centers.
- Wide sidewalks, street trees, and on-street parking in the town center.

8. Affordable/Workforce Housing

Provisions for affordable/workforce housing shall be required to ensure that there is housing available within the New Town for the workers employed in the New Town. At least 10% of the total housing units shall be affordable and/or workforce housing units as defined by county regulations.

Exhibit F

It is the purpose of this exhibit to outline certain conditions and restrictions to be placed on the properties generally known as Fellsmere Joint Ventures (FJV) and Ro-Ed Corporation (Ro-Ed). Together these properties constitute approximately 21,000 acres located within the City of Fellsmere as well as the Urban Service Area (USA) of the City and County respectively.

FJV

**Bernard A. Egan Groves, Inc.
Fellsmere East, LLC (now known as Fellsmere Estates, LLC)
Fellsmere Joint Venture, LLP**

- **Density:** Density shall be limited to a maximum of two (2) dwelling units per acre, calculated over the gross acreage of the properties.
- **Height:** Height shall be limited to a maximum of 35 feet for residential structures and 65 feet for non-residential structures plus 15 feet for architectural embellishments.
- **Agricultural Preservation:**
 - FJV shall be allowed to continue all existing agricultural operations and practices.
 - FJV shall agree to maintain a minimum of 40% of the Annexation Properties for Agricultural uses for a period of 10 years from the Effective Date of the Annexation Agreement unless citrus production becomes impractical due to any Force Majeure events or until Owner provides substantive evidence of regional, national, or global market forces compelling conversion to other uses in a faster time frame.
 - The City agrees to support a continued Greenbelt exemption for ad valorem tax purposes (the so-called “agricultural exemption”) for any portion of the Annexation Properties used for agricultural purposes prior to non-agricultural development.
- **Open Space:** The City shall require that FJV effectively maintain a minimum of 50% of the gross Annexation Properties as open space including but not limited to conservation areas; greenways and trails; all public parks greater than one acre, whether passive or recreational; agricultural land; golf courses; all common open space; all drainage/water resource systems, whether conveyance, retention, or detention; upland preserves; and all public institutional property that is donated (not sold); all subject to the requirements of the Fellsmere Comprehensive Plan

and reasonable discretion of the City Council through amendments to the Land Development Code.

- **Design Standards:** Development and design standards shall be promulgated by the City of Fellsmere to ensure that development be of a sustainable nature and shall:
 - Preserve the heritage and character of the City of Fellsmere;
 - Encourage the preservation of agricultural opportunities while providing more diverse employment with higher wages;
 - Protect and enhance the natural environment;
 - Provide for the means to achieve water quality objectives within the St. Johns river Water Management District;
 - Increase the quality of life of its citizens;
 - Manage water resources comprehensively throughout the area;
 - Provide an interconnected system of native habitat preserves, greenways, parks, and open space;
 - Promote reduction in automobile trips;
 - Balance housing with workplaces, jobs, retail and civic uses;
 - Provide a variety of housing types to support residents of diverse ages, incomes, family sizes, and lifestyles;
 - Create predictability and efficiency in planning and in the provision and the long term maintenance of infrastructure;
 - Allocate infrastructure and public service costs in a fair manner to those creating the need;
 - Encourage the utilization of sustainable “Green” building and neighborhood design and low impact site planning practices.

RO-ED

Ro-Ed Corp. and Roland M. Ansin (2,592 acres)

Ro-Ed Corp. (300 acres)

- **Density:**
 - Density shall be limited to a maximum of two (2) dwelling units per acre, calculated over the gross acreage of the properties on the Ro-Ed 2,592.
 - Density shall be limited to a maximum of three (3) dwelling units per acre, calculated over the gross acreage of the properties on the Ro-Ed 300.
- **Height:** Height shall be limited to a maximum of 35 feet for residential structures and 65 feet for non-residential structures plus 15 feet for architectural embellishments.
- **Agricultural Preservation:**
 - RO-ED shall be allowed to continue all existing agricultural operations and practices.

- The City agrees to support a continued Greenbelt exemption for ad valorem tax purposes (the so-called “agricultural exemption”) for any portion of the Annexation Properties used for agricultural purposes prior to non-agricultural development.
- **Open Space:** The City shall require that RO-ED effectively maintain a minimum of 50% of the gross Annexation Properties as open space including but not limited to conservation areas; greenways and trails; all public parks greater than one acre, whether passive or recreational; agricultural land; golf courses; all common open space; all drainage/water resource systems, whether conveyance, retention, or detention; upland preserves; and all public institutional property that is donated (not sold); all subject to the requirements of the Fellsmere Comprehensive Plan and reasonable discretion of the City Council through amendments to the Land Development Code. This requirement does not apply to the Ro-Ed 300 property.
- **Design Standards:** Development and design standards shall be promulgated by the City of Fellsmere to ensure that development be of a sustainable nature and shall:
 - Preserve the heritage and character of the City of Fellsmere;
 - Encourage the preservation of agricultural opportunities while providing more diverse employment with higher wages;
 - Protect and enhance the natural environment;
 - Provide for the means to achieve water quality objectives within the St. Johns river Water Management District;
 - Increase the quality of life of its citizens;
 - Manage water resources comprehensively throughout the area;
 - Provide an interconnected system of native habitat preserves, greenways, parks, and open space;
 - Promote reduction in automobile trips;
 - Balance housing with workplaces, jobs, retail and civic uses;
 - Provide a variety of housing types to support residents of diverse ages, incomes, family sizes, and lifestyles;
 - Create predictability and efficiency in planning and in the provision and the long term maintenance of infrastructure;
 - Allocate infrastructure and public service costs in a fair manner to those creating the need;
 - Encourage the utilization of sustainable “Green” building and neighborhood design and low impact site planning practices.

An Interlocal Agreement Among
All Local, General-Purpose Governments in Indian River County
Under the Authority of Chapter 171 Part II Florida Statutes
Relating to Annexations, Land Use Changes, and the Urban Service Boundary.

This Agreement is made the date last written below by and between Indian River County, the City of Vero Beach, the City of Sebastian, the City of Fellsmere, the Town of Indian River Shores, and the Town of Orchid (the "Parties").

WITNESS:

WHEREAS, the undersigned Parties wish to protect the quality of life in the entire county by restricting future height and density increases for certain property now in the non-urban area, without unduly restricting the rights of municipalities to annex land when consistent with good growth management practices; and

WHEREAS, the Parties also wish to ensure that larger annexations are consistent with good growth management practices relating to the provision of municipal services to the area proposed for annexation, and thus feel that it is appropriate and beneficial to create a committee of appointed representatives from the Parties to review these proposed annexations; and

WHEREAS, the Parties have an interest in ensuring that development in rural areas does not result in urban sprawl, and therefore have an interest in the pattern of development that occurs regardless of whether the land has been annexed or is still part of the unincorporated area of the county; and

WHEREAS, such land use regulations governing multiple local governments may be adopted in Florida by charter, special act of the legislature, or agreement of the local governments; and

WHEREAS, the Parties desire to adopt appropriate good growth management regulations by agreement rather than by charter or special act; and

WHEREAS, the Parties are empowered to enter into cooperative agreements by Section 163.01 Florida Statutes, the "Florida Interlocal Cooperation Act of 1969";

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained the Parties agree as follows:

SECTION 1. Adoption of the Interlocal Service Boundary Area Map.

The "Interlocal Service Boundary Area Map", attached and incorporated herein as Exhibit "A", is hereby adopted as the official guide for future municipal annexations in Indian River County. No municipality may annex property that is outside that municipality's Annexation Reserve Area as shown on the map.

SECTION 2. Adoption of Urban Service Area Boundary.

The "Urban Service Area Boundary", as shown on Exhibit "A", is hereby adopted as the delineation between the area of the unincorporated area of the county which generally is non-urban and that area which is urban.

SECTION 3. Form for Voluntary Annexation

To provide uniformity for reviewing voluntary annexations, each municipality shall use an annexation application in substantially the form provided on Exhibit "B" attached and incorporated herein.

SECTION 4. Urban Services Advisory Committee.

a) There is hereby created the "Urban Services Advisory Committee ("USAC" or "Committee")," which shall be composed of an elected official of each Party and an alternate appointed by the governing body of each Party. The chair of the USAC shall be the County

representative, who after consultation with County staff shall be responsible for calling the meetings, providing all notices and the taking of minutes, and ensuring that required reports are written. To constitute a quorum, the representative from the County and at least three (3) other municipalities, one of which must be the Party requesting the action, shall be present. The County and the municipalities shall each have one vote. The USAC shall have the powers and duties as described in this agreement. The USAC shall operate under the rules of procedure attached and incorporated herein as Exhibit "C". The USAC may amend the rules of procedure from time to time to accommodate any change in circumstances.

b) When any matter is referred to the USAC, it shall review and comment on all issues relevant to the matter and shall issue a report approved by majority vote of the committee and written by the chair or the chair's designee. There may be one or more minority reports if the minority so chooses.

c) The USAC report(s) shall be submitted to all the Parties pursuant to the procedures contained in this agreement.

d) The cost of USAC report shall be paid by the initiating Party and such cost shall be based on the number of hours spent creating the USAC report at a rate established by the Indian River County Human Resources Department for the median hourly salary of a "Senior Planner" or its equivalent. In no event will such cost exceed \$3,000. The median hourly rate of a "Senior Planner" shall be available upon request.

SECTION 5. Notice of Proposed Annexation to be provided to all Parties

Any municipality which has received a request for voluntary annexation, or which plans to undertake an involuntary annexation pursuant to provisions of Florida Statutes Chapter 171, Part I, must provide notice sent by certified mail, return receipt requested, to all Parties within

103

ten (10) days of the receipt of a completed application or at least 10 days before the first reading of an Ordinance for involuntary annexation. Any Party wishing to request a meeting in accordance with subsection 6b) shall do so within 30 days after receipt of the notice.

SECTION 6. Annexation of Property within the Urban Service Area

a) Unless the provisions of b) or c) apply, a municipality may proceed, after giving the notice required by Section 5, to use the methods provided by Florida Statutes Chapter 171, Part I, to annex land that is included in that municipality's Annexation Reserve Area when such land is wholly within the Urban Service Area. However, pursuant to Section 171.204 Florida Statutes, the Indian River Shores Annexation Reserve Area lying East of the Indian River Lagoon and North of the Town of Orchid, the Northern boundary of the Town of Orchid and its Annexation Reserve Area shall be considered contiguous to the Town of Indian River Shores for annexation purposes. In addition, any point-to-point, or greater, contiguity of land located in the City of Sebastian Annexation Reserve Area with the boundaries of the City of Sebastian shall be considered contiguous to the boundaries of the City of Sebastian for annexation purposes.

b) If the property proposed for annexation is greater than 10 acres, but less than 160 acres, any Party may request in writing and within the 30-day notice period, that, before the annexation occurs, there be a meeting among the County, the property owner, any requesting Party, and the annexing Party to discuss and make recommendations regarding the merits of the proposed annexation. This meeting shall be held within 30 days of receipt of the notice requesting such meeting. The issues and recommendations discussed at this meeting shall be reported to the annexing municipality by the requesting Party, after which the governing body of the annexing municipality may take whatever action it deems proper concerning the annexation request.

104

c) If the property proposed for annexation is 160 acres or larger, no annexation shall occur until the proposal has been reviewed by the USAC. The USAC shall hold a review meeting within 30 days from the date notice, as provided in Section 5, is received by the County. The USAC shall issue a written report(s) within 30 days after its review meeting. Prior to scheduling the first reading of an Annexation Ordinance, the annexing municipality shall first hold an advertised public hearing for the sole purpose of addressing the USAC report(s). The governing body of the annexing municipality shall publicly respond to the recommendations of the Committee at such hearing and may then take what action it deems proper concerning the annexation request.

SECTION 7. Annexation of Property Outside the Urban Service Area Boundary.

If the property proposed for annexation is outside the Urban Service Area Boundary and within the municipality's Annexation Reserve Area, no annexation shall occur until the proposal has been reviewed by the USAC in accordance with the procedures in subsection 6c), except that when the property to be annexed does not exceed 10 acres in size, any review shall be in accordance with the procedures in subsection 6b). The above notwithstanding, there is no review at all when the annexed property consists of existing platted lots of record. All annexations shall be in accordance with Florida Statutes Chapter 171, Part I.

SECTION 8. Height and Density Change Restrictions for Annexed Property within a Municipality's Annexation Reserve Area and Outside the Urban Service Area Boundary.

a) If the Property to be annexed is within a municipality's Annexation Reserve Area, but outside the Urban Service Area Boundary, the property, if annexed after the effective date of

105

this agreement, may not thereafter have its height or density limits increased unless otherwise changed as provided in Section 12.

b) Notwithstanding the limitations provided for in subsection a), Fellsmere may increase heights and density for property within its Annexation Reserve Area, but outside the Urban Service Area Boundary, if that increase is in accordance with the County's New Town Policy as those policies exist at the date of annexation. If the County amends its New Town Policy after the date of annexation, Fellsmere may elect to utilize the amended New Town Policies if the amended policy would apply to the annexed property, if that property were still in the unincorporated area. However, no height or density increase shall occur unless the property is developed in full accordance with the County's New Town Policies.

c) Notwithstanding the limitations provided for in subsection a), development of that portion of Sebastian's Annexation Reserve Area outside of the Urban Service Area Boundary shall be in accordance with Exhibit "D" attached and incorporated herein.

SECTION 9. Changes by the County to the Urban Service Area Boundary and Comprehensive Plan Changes for Land Outside the Urban Service Area Boundary.

a) Proposed changes by the County to the County's Urban Service Area Boundary shall first be brought to the USAC for review and comment. The Urban Service Area Boundary shall not be moved unless approved by the procedure in Section 12 of this agreement. Should the Urban Service Area Boundary be moved, the height and/or density for such newly included land shall not thereafter be changed unless approved by the procedure in Section 12 of this agreement.

b) Unincorporated land outside the Urban Service Area Boundary may be designated by the County as a County "New Town", and that designation shall not shift or be construed to

106

shift the Urban Service Area Boundary. Land with a County "New Town" designation shall be entitled to develop as permitted by the County's Comprehensive Land Use Plan, but in no event shall such development exceed two (2) units per acre or exceed a height of 35 feet for residential structures and 50 feet for non-residential structures, plus 15 feet for architectural embellishments, provided no portion of the 15 feet may be used for human occupancy. See Exhibit "E" attached and incorporated herein, for criteria for such County "New Town" designation.

c) Except as provided in Subsection 9.b) above, the review provisions of this Subsection c) shall apply to all Future Land Use Map (FLUM) or text amendments by the County to the Comprehensive Plan that increase the height or density for land outside the Urban Service Area Boundary after the effective date of this agreement. The FLUM or text amendment to the Comprehensive Plan shall first be brought to the USAC for review and comment prior to the public hearings to be held by each Party in accordance with Section 12. The report(s) by the USAC shall be presented to the County at an advertised public hearing called for that purpose by the County. The Board of County Commissioners shall publicly respond to the recommendations at such hearing. Thereafter, subject to any changes to the FLUMs or text that may be made as a result of the USAC report(s) by the County, the amendment(s) must be approved by the procedure in Section 12. The County shall provide the USAC with the complete amendment package, including supporting data and analysis pursuant to Chapter 9J-5, Florida Administrative Code, that would be considered by the County for action at any transmittal or adoption public hearings.

SECTION 10. Review of Comprehensive Plan Amendments For Annexed Property within the Urban Service Area Boundary.

107

a) The review provisions of this Section shall apply to amendments to the Comprehensive Plan of any municipality that changes the Future Land Use Maps (FLUMs) for any area annexed after the effective date of this agreement, within the Urban Service Area Boundary, except as provided for in subsections d) and e) of this Section.

b) The review provisions of this Section shall apply also to text amendments to the Comprehensive Plan of any municipality that increase density or height limitations, for any area annexed after the effective date of this agreement, within the Urban Service Area Boundary, except as provided for in subsections d) and e) of this Section.

c) The amendment of the Comprehensive Plan shall first be brought to the USAC. The municipality amending its Comprehensive Plan FLUMs or text shall not hold a transmittal hearing until a subsequent meeting following the meeting at which the USAC written report(s) were presented. The report(s) by the USAC shall be presented to the municipality amending its Comprehensive Plan at an advertised public hearing called for that purpose by the amending municipality. The governing body of the municipality amending its Comprehensive Plan shall publicly respond to the recommendations at such hearing and may then take what action it deems proper concerning the proposed Comprehensive Plan amendment. The USAC written report(s) and the local governing body's response to the report(s) shall be included in the Comprehensive Plan amendment package to be submitted to DCA and other appropriate reviewing agencies.

d) Any amendment to the Comprehensive Plan that provides for a FLUM designation or text amendment for the annexed property that contains the same residential density or a reduction in residential density when compared to the County FLUM designation or text provision either as of the date of annexation or any future County FLUM designation or text provision that would be applicable to the annexed property, if such property were still in the

unincorporated area, whichever is least restrictive, shall be exempt from the review provisions of this Section. Likewise, to be exempt, the maximum building height for residential structures shall not exceed that allowed by the County's regulations either as of the date of annexation or as allowed by the County for the annexed property at any future date, if the property were still in the unincorporated area, whichever is higher. This exemption does not apply to a Comprehensive Plan FLUM designation or text amendment for annexed property that changes to a nonresidential use.

e) Small scale amendments pursuant to Section 163.3187(1)(c) Florida Statutes that do not increase the height above 35 feet for residential structures and 65 feet for non-residential structures, plus 15 feet for architectural embellishments, provided that no portion of the 15 feet may be used for human occupancy, or increase the density in excess of two (2) units per acre for annexed properties, which properties are within the Urban Service Area Boundary, are exempt from the review provisions of this Section.

f) Changes to the City of Fellsmere's Comprehensive Plan, Future Land Use Element, initiated after the effective date of this agreement that provide for a FLUM designation or text amendment(s) to the site specific Objectives and/or Policies related to the following properties which were annexed after May 22, 2007, but before the effective date of this agreement:

Bernard A. Egan Groves, Inc.

Fellsmere East, LLC (now known as Fellsmere Estates, LLC)

Fellsmere Joint Venture, LLP

Ro-Ed Corp. (300 acres)

Ro-Ed Corp. and Roland M. Ansin (2,592 acres)

109

shall be brought to the USAC. Such Comprehensive Plan FLUM or text amendment(s) to the Future Land Use Element shall be in accordance with Exhibit "F" attached and incorporated herein. The City of Fellsmere shall provide the USAC with the complete amendment package, including supporting data and analysis pursuant to Chapter 9J-5, Florida Administrative Code. The USAC shall hold a review meeting and issue its report(s) within 45 days of receiving the proposed Comprehensive Plan FLUM or text amendment(s) and supporting data and analysis. The City of Fellsmere shall not hold a transmittal hearing until a subsequent meeting following the meeting at which the USAC written report(s) were presented. The report(s) by the USAC shall be presented to the City of Fellsmere at an advertised public hearing called for that purpose. The City Council shall publicly respond to the recommendations at such hearing and may then take what action it deems proper concerning the proposed Comprehensive Plan FLUM or text amendment(s). The USAC written report(s) and the City of Fellsmere's response to the report(s) shall be included in the Comprehensive Plan amendment package to be submitted to DCA and other appropriate reviewing agencies. Notwithstanding all of the above, the provision of this subsection 10 f) shall not apply to the initial Comprehensive Plan FLUM designation or text amendment(s), change(s) or modification(s) submitted by letter dated August 22, 2008 from the City of Fellsmere City Manager to the Florida Department of Community Affairs for Bernard A. Egan, Inc., Fellsmere East, LLC/Fellsmere Estates, LLC, Fellsmere Joint Venture, LLP (hereinafter collectively referred to as Fellsmere Joint Venture), Ro-Ed Corp. and Roland M. Ansin (2,592 acres) and Ro-Ed Corp (300 acres), nor shall this subsection 10 f) apply to any Comprehensive Plan FLUM designation or text amendment(s), change(s) or modification(s) that may be made by the Fellsmere City Council upon their own initiative in the course of or as a result of the review by the Department of Community Affairs, Division of Administrative

110

Hearings of the Department of Management Services or the Administrative Commission that are necessary to bring such Comprehensive Plan FLUM or text amendment(s) into compliance.

SECTION 11. Review of Comprehensive Plan Amendments for Annexed Property Outside the Urban Service Area Boundary.

a) The review provisions of this Section shall apply to amendments to the Comprehensive Plan of any municipality that changes the FLUM for any area annexed after the effective date of this agreement, outside the Urban Service Area Boundary, except as provided for in subsections d) and e) of this Section.

b) The review provisions of this Section shall apply also to text amendments to the Comprehensive Plan of any municipality that increase density or height limitations for any area annexed after the effective date of this agreement, outside the Urban Service Area Boundary, except as provided for in subsection d) and e) of this Section.

c) The FLUM or text amendment to the Comprehensive Plan shall first be brought to the USAC for review and comment prior to the public hearings to be held by each Party in accordance with Section 12. The report(s) by the USAC shall be presented to the municipality amending the FLUM or text of its Comprehensive Plan at an advertised public hearing called for that purpose by the amending municipality. The governing body of the municipality amending its Comprehensive Plan shall publicly respond to the recommendations at such hearing. Thereafter, subject to any changes to the FLUM or text that may be made as a result of the USAC report(s) by such governing body, the public hearings required by Section 12 shall be held. The municipality shall provide the USAC with the complete amendment package, including supporting data and analysis pursuant to Chapter 9J-5, Florida Administrative Code,

111

that would be considered by its local governing body for action at any transmittal or adoption public hearings.

d) Any amendment to the Comprehensive Plan that provides for a FLUM designation or text amendment for the annexed property that contains the same residential density or a reduction in residential density when compared to the County FLUM designation or text provision either as of the date of annexation or any future County FLUM designation or text provision that would be applicable to the annexed property, if such property were still in the unincorporated area, whichever is less restrictive, shall be exempt from the review provisions of this Section. Likewise, to be exempt, the maximum building height for residential structures shall not exceed that allowed by the County's regulations either as of the date of annexation or as allowed by the County for the annexed property at any future date, if the property were still in the unincorporated area, whichever is higher. This exemption does not apply to a Comprehensive Plan FLUM designation or text amendment for annexed property that changes to a nonresidential use.

e) Small scale amendments pursuant to Section 163.3187(1)(c) Florida Statutes for annexed properties which are outside the Urban Service Area Boundary that consist of existing platted lots of record shall be exempt from the review provisions of this Section.

SECTION 12. Restrictions May be Changed by Unanimous Agreement.

Amendment of the provisions contained in this agreement, changes to the Interlocal Service Boundary Area Map, increase in height and/or density for annexed land outside the Urban Service Area Boundary (as required by Section 8), changes by the County to the County's Urban Service Area Boundary (as required by Section 9), increase in height and/or density for land brought by the County into the County's Urban Service Area Boundary (as required by

Section 9), increase in height and/or density by the County for land outside the Urban Service Area Boundary (as required by Section 9), changes to the FLUMs or text of the Comprehensive Plan or change to a nonresidential use for annexed land outside the Urban Service Area Boundary (as required by Section 11) and any revisions made pursuant to the periodic review provisions of Section 15 may be made only by unanimous agreement of all the Parties. The governing body of each Party shall hold an advertised public hearing and vote thereafter as to whether to make or approve any such changes or revisions. All actions shall be by resolution. A certified copy of the adopted resolution shall be presented to the chair of USAC who shall thereafter advise every Party as to the vote of all other Parties and whether there was unanimous agreement to make or approve any proposed change or revision.

SECTION 13. Right of Enforcement.

All Parties to this agreement shall have the legal right to enforce the provisions of this agreement as provided in Section 171.212 Florida Statutes (2007). Nothing herein should be construed as a waiver to any other right granted by law.

SECTION 14. Execution of Multiple Copies.

This agreement may be signed in multiple copies, each of which shall be deemed an original.

SECTION 15. Term.

a) This agreement shall be for a term of 20 years and shall be reviewed every five years after its execution date. In addition, as required by Section 171.203(12) Fla. Statutes (2007) this agreement shall be reviewed 18 months before its termination date.

b) This agreement represents a unified effort by Parties to regulate annexations and land uses within Indian River County without resorting to a county home rule charter form of

government. To continue with this agreement while an attempt is made to establish a charter form of government, would be inconsistent with the purpose for which this agreement was created. Therefore, notwithstanding the 20-year term provided for in subsection a), upon the occurrence of any one of the following:

- 1) The appointment of a charter commission either following the adoption of a resolution by the Board of County Commissioners or following the submission of a petition to the county commission signed by at least fifteen percent (15%) of the qualified electors of the county requiring that a charter commission be established, in accordance with the procedures set forth in Section 125.61 Florida Statutes.
- 2) The adoption of an ordinance by the Board of County Commissioners proposing a charter form of government in accordance with Section 125.82 Florida Statutes.
- 3) The passage of a bill by either House of the State of Florida legislature to create a special law relating to a charter form of government for Indian River County.

any Party may withdraw from this agreement upon adoption of a Resolution calling for withdrawal by such Party. The resolution calling for withdrawal from this agreement may be adopted at any time, so long as the cause set forth above had not been rendered moot. The resolution shall set forth which of the items above has occurred, with documentation attached and as of the effective date of such Resolution, the withdrawing Party shall no longer be bound by or subject to this agreement. Thereafter, this agreement shall remain in full force and effect, but as to only those Parties that have not withdrawn from this agreement.

SECTION 16. Effective Date.

This agreement shall become effective upon filing with the Clerk of the Circuit Court of Indian River County pursuant to Section 163.01(11) Florida Statutes (2007).

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the date written below.

115