

RESOLUTION 2017-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING PERMITTING VERTICAL AND HORIZONTAL IMPROVEMENTS FOR THE DEVELOPMENT ON CRANE ISLAND; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Range at Crane Island LLC (the "Range") is the owner of approximately 207 acres of land located in Nassau County, Florida, commonly referred to as "Crane Island"; and

WHEREAS, the Range intends to develop Crane Island as a residential community; and

WHEREAS, in furtherance of development, the Range, or its predecessor-in-interest, sought and was granted a change in zoning by Nassau County to Planned Unit Development for Crane Island; and

WHEREAS, in connection with the development of the Crane Island PUD, the Range, or its predecessor-in-interest, entered into: (i) that certain Agreement Between the City of Fernandina Beach and the Owners of Crane Island dated April 1, 2008, which requires the Range to apply for annexation into the City within thirty (30) days after recordation of the first plat for the Property; and, (ii) that certain Order of Dismissal with the City dated October 17, 2005, which also provides, among other things, for annexation of the Property into the City; and

WHEREAS, as the City and the County desire to cooperate with each other in connection with the approval processes related to the development of the Property, the parties propose to enter into this Interlocal Agreement to facilitate the cost-effective and orderly provision of public services to the Property, and to delineate responsibility for providing said public services, specifically permitting and inspections of vertical and horizontal improvements; and

WHEREAS, this Interlocal Agreement is authorized by the provisions of Section 163.01, Florida Statutes, which authorizes the joint exercise by agreement of two or more public agencies of any power common to them; and

WHEREAS, this Interlocal Agreement is further authorized by the provisions of Chapters 468 and 553, Florida Statutes, which authorize the delegation of the responsibility regarding the issuance and inspection of all building permits by agreement between county and municipal governments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the Interlocal Agreement with Nassau County, and the Interlocal Agreement is attached hereto as Exhibit "A".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Interlocal Agreement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 4th day of April, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:



Caroline Best
City Clerk



Tammi E. Bach
City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FERNANDINA BEACH, FLORIDA
AND NASSAU COUNTY, FLORIDA REGARDING CRANE ISLAND**

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of the _____ day of _____, 2017, is entered into by and between:

The City of Fernandina Beach, a municipal corporation located in Nassau County, Florida, whose address is 204 Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as "City"); and

Nassau County, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Yulee, Florida 32097 (hereinafter referred to as "County").

RECITALS

WHEREAS, the Range at Crane Island LLC (the "Range") is the owner of approximately 207 acres of land located in Nassau County, Florida, commonly referred to as "Crane Island," and more particularly described in the legal description attached hereto as **Exhibit "1"** (hereinafter referred to as the "Property"); and

WHEREAS, the Range intends to develop the Property as a residential community; and

WHEREAS, in furtherance of development, the Range, or its predecessor-in-interest, sought and was granted a change in zoning by the County to Planned Unit Development for the Property (the "Crane Island PUD"); and

WHEREAS, in connection with the development of the Crane Island PUD, the Range, or its predecessor-in-interest, entered into: (i) that certain Agreement Between the City of Fernandina Beach and the Owners of Land Commonly Known as "Crane Island" dated April 1, 2008, which requires the Range to apply for annexation into the City within thirty (30) days after recordation of the first plat for the Property (the "Annexation Agreement"); and, (ii) that certain

Order of Dismissal with the City dated October 17, 2005, which also provides, among other things, for annexation of the Property into the City ("Order"); and

WHEREAS, as the City and the County desire to cooperate with each other in connection with the approval processes related to the development of the Property, the parties propose to enter into this Interlocal Agreement to facilitate the cost-effective and orderly provision of public services to the Property, and to delineate responsibility for providing said public services; and

WHEREAS, this Interlocal Agreement is authorized by the provisions of Section 163.01, Florida Statutes, which authorizes the joint exercise by agreement of two or more public agencies of any power common to them; and

WHEREAS, this Interlocal Agreement is further authorized by the provisions of Chapters 468 and 553, Florida Statutes, which authorize the delegation of the responsibility regarding the issuance and inspection of all building permits by agreement between county and municipal governments; and

WHEREAS, the parties are otherwise authorized to make and enter into this Interlocal Agreement, pursuant to lawful action by their respective legislative governing bodies;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and or other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, are incorporated as if fully set forth herein, and form a material part of this Interlocal Agreement upon which the parties have relied.

SECTION 2. PROPOSED ANNEXATION. Pursuant to the Annexation Agreement and Order, the Range has represented to the City and the County that it wishes to annex the Property into the City and will submit a petition for voluntary annexation not later than thirty (30) days after recordation of the first plat for the Property.

SECTION 3. ELECTRICITY. Florida Public Utilities (FPU), or its successor-in-interest, will provide electricity to the Property.

SECTION 4. WATER AND SEWER. Pursuant to the Order, the City will provide water and sewer service to the Property; provided, however, that all costs of extending the lines from existing locations to the Property shall be borne by the Range. The City will review for permitting and inspection the water and sewer service to the Property and will ensure compliance with all applicable laws, regulations and procedures of the City.

SECTION 5. PERMITTING AND ENFORCEMENT FOR VERTICAL IMPROVEMENTS. The City will review for permitting and inspection all Vertical Improvements within the Property, and the issuance of any and all building permits and certificates of occupancy within the Property shall be in accordance with established laws, regulations and procedures of the City. With regard to enforcement related to all Vertical Improvements, the City shall ensure compliance with all applicable laws, regulations and procedures of the City. "Vertical Improvements" are defined as buildings and other vertical structures and begins with the building foundations.

SECTION 6. TRANSPORTATION MOBILITY FEES. Pursuant to Nassau County Ordinance 2014-16, as amended from time to time, mobility fees for development of the Property shall be collected by the City at the time a building permit is issued. The City, on a

monthly basis, shall remit all such fees collected to the Clerk of the Court to be deposited into the County's Mobility Fee Trust Fund for use within Nassau County Mobility Zone 1.

SECTION 7. IMPACT FEES. The City shall collect all impact fees due at the time a building permit is issued and shall remit the same to the appropriate local government, board or entity, as directed by applicable law, on a monthly basis.

SECTION 8. TERM. The effective date of this Interlocal Agreement will be the date of recording with the Nassau County Clerk of Courts as required by Section 163.01(11), Florida Statutes. This Interlocal Agreement may be terminated by the mutual written agreement of the parties.

SECTION 9. BINDING EFFECT. Each party represents to the other that it has undertaken all necessary actions to execute this Interlocal Agreement, that it has the legal authority to enter into this Interlocal Agreement, and to undertake all obligations imposed upon it.

SECTION 10. APPLICABLE LAW AND VENUE. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Nassau County, Florida.

SECTION 11. SEVERABILITY. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable, and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

SECTION 12. ENTIRE AGREEMENT; AMENDMENT. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreements between them relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal agreement.

SECTION 13. CONSTRUCTION. The parties stipulate and agree that they have each taken part in the negotiation of this Interlocal Agreement. Therefore, this Interlocal Agreement shall not be more strictly construed against the party which prepared it.

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

[Signature Pages Follow]

ATTEST:

By: Caroline Best
CAROLINE BEST
Its: City Clerk

CITY OF FERNANDINA BEACH

By: Robin C. Lentz
ROBIN C. LENTZ

Approved as to form and legality:

By: TAMMI BACH
TAMMI BACH
Its: City Attorney

**ATTEST AS TO CHAIRMAN'S
SIGNATURE:**

By: _____
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

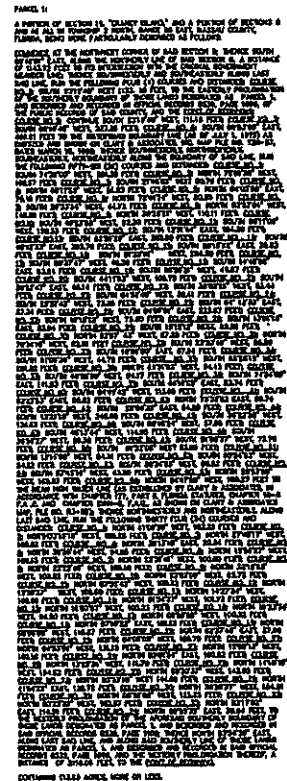
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: _____
DANIEL B. LEEPER
Its: Chairman

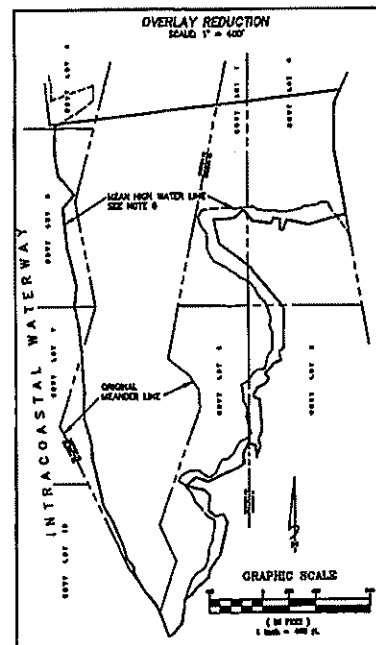
Approved as to form:

By: _____
MICHAEL S. MULLIN
Its: County Attorney

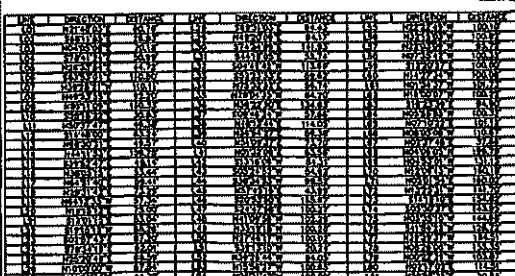




OVERLAY REDUCTION
SCALE 1" = 400'

[illegible]

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100-443887-100

DETAIL "A"
NOT TO SCALE

DETAIL "B"
NOT TO SCALE

DETAIL "C"
NOT TO SCALE

CHECKED BY WJ MFW

[illegible]

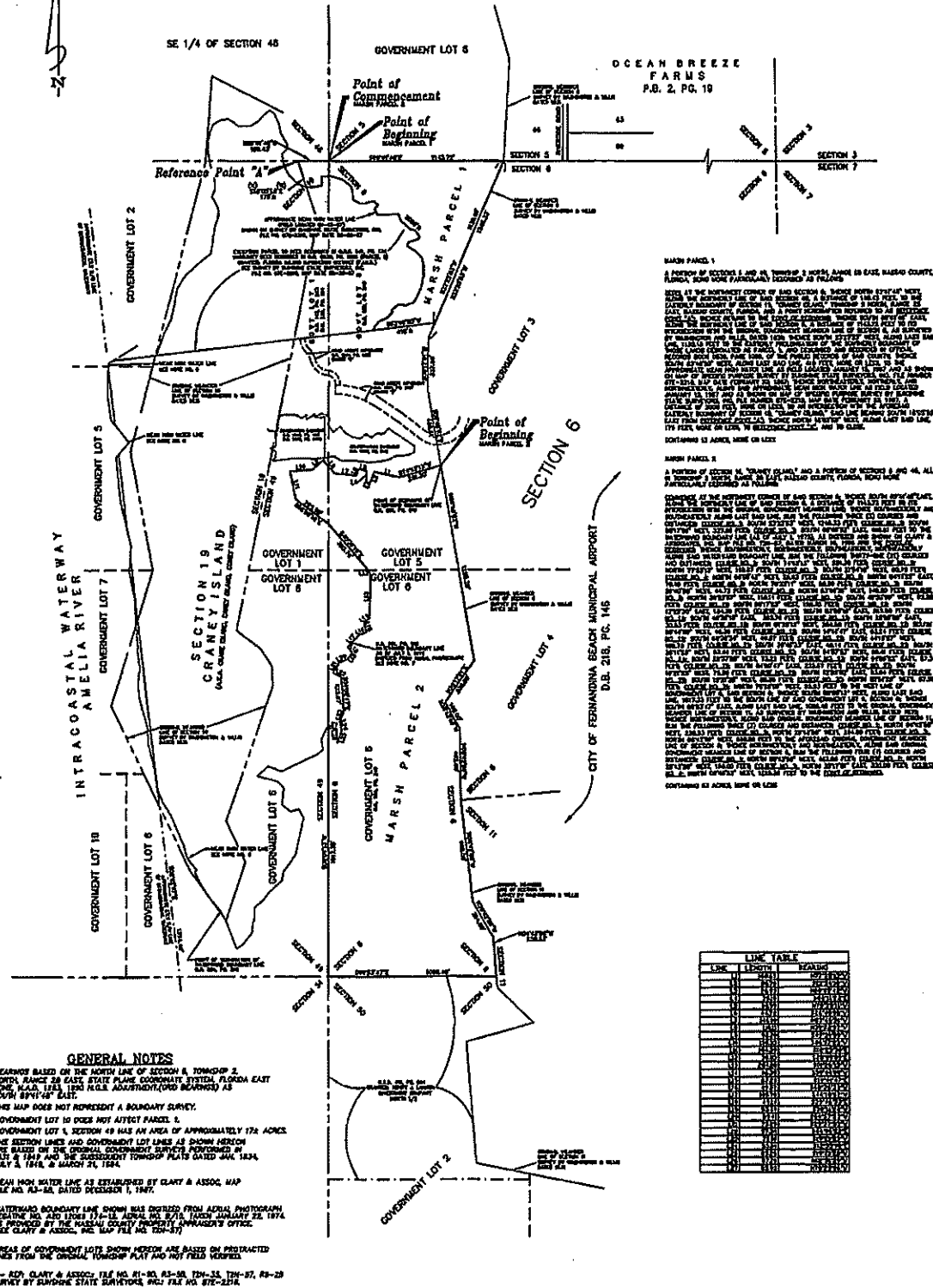
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PARCEL 2
SHEET 3 OF 4

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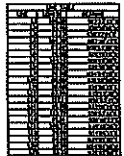
Map Showing

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.



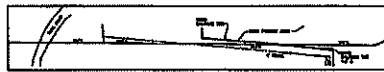
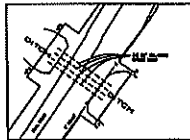
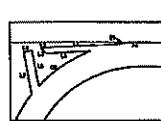
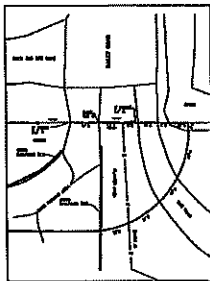
MARSH PARCELS 1 & 2
SHEET 4 OF 4

NAME	CLARY & ASSOCIATES
ADDRESS	1000 N. W. 10th Ave., Suite 100, Fort Lauderdale, FL 33304
PHONE	(305) 555-1234
FAX	(305) 555-1234
DATE	01-18-14
PROJECT	CLARY & ASSOCIATES
FILE NO.	T24-147

[illegible]

STATION			
STATION	DATE	TIME	REMARKS
STATION	DATE	TIME	REMARKS
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PARCEL 2
SHEET 3 OF 4

[illegible]

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution
Interlocal Agreement - Crane Island

2017-56

ITEM TYPE: Resolution

REQUESTED ACTION: Adopt Resolution 2017-56

SYNOPSIS: The Interlocal Agreement provides that the property owners of Crane Island will request voluntary annexation by the City within 30 days of filing of the subdivision plat with Nassau County. Currently, the Crane Island owners plan to file the subdivision plat in April 2017. The Interlocal Agreement states that the City will be responsible for permitting and collecting fees for all vertical improvements which begins with foundation slabs. Nassau County will be responsible for permitting and collecting fees for horizontal improvements including roadways, sidewalks and grading.

FISCAL IMPACT: The City will receive permit fees and impact fees associated with new construction in this development.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2017-56.

Dale Martin, City Manager

Tammi Bach, City Attorney

Patti Clifford, Comptroller

Date:03/29/2017

COMMISSION ACTION: Adopt
