

Prepared by: City Clerk

ORDINANCE NO. 2023-35

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, ANNEXING CERTAIN LANDS LYING CONTIGUOUS TO THE CITY LIMITS, PURSUANT TO PETITION NO. 23-18AN BY STEPHEN T. DEANS AND CHERIE L. DEANS, INTO THE CORPORATE LIMITS OF THE CITY OF VENICE, FLORIDA, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITIONS; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Venice, Florida received sworn Petition No. 23-18AN from Stephen T. Deans and Cherie L. Deans, requesting the city to voluntarily annex a total of 10.15± acres of real property into the corporate limits of the City of Venice, Florida; and

WHEREAS, the Venice City Council has received and considered the report of the Planning Commission recommending approval of Annexation Petition No. 23-18AN; and

WHEREAS, the Venice City Council has determined the areas to be annexed have met all the requirements of Chapter 171, Florida Statutes, including being contiguous to the City of Venice and reasonably compact; and

WHEREAS, all other procedural and notice requirements mandated by state law and the City's Charter and Code of Ordinances have been followed and satisfied; and

WHEREAS, it is in the best interest of the public health, safety, and welfare of the citizens of the City of Venice for the City Council to annex the real properties described herein into the municipal boundaries of the City of Venice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. The Whereas clauses above are ratified and confirmed as true and correct.

SECTION 2. The City of Venice hereby accepts Petition No. 22-18AN to voluntarily annex the property into the corporate limits of the City of Venice and hereby determines that the Petition bears the signature of the current owners of the property to be annexed. The property described in Exhibit "A" is hereby annexed into the corporate limits of the City of Venice and the boundary lines of the City of Venice are hereby redefined to include the described property.

SECTION 3. Within seven (7) days after adoption, this Ordinance shall be filed with the Clerk of the Circuit Court of Sarasota County, Florida and the Chairman of the Board of County Commissioners of Sarasota County, Florida, and the Department of State, Secretary of State, State of Florida, pursuant to Section 171.044(3), Florida Statutes.

SECTION 4. The Pre-Annexation Agreement between the City of Venice and Stephen T. Deans and Cherie L. Deans, dated May 23, 2023, and approved by City Council on June 27, 2023,

attached hereto as Exhibit "B", is hereby incorporated by reference into this ordinance. All parties agree to abide by the terms and conditions of the Pre-Annexation Agreement.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. If any part, section, subsection or other portion of this ordinance or any application thereof to any person or circumstance is declared void, unconstitutional or invalid for any reason, such part, section, subsection or other portion, or the prescribed application thereof, shall be severable and the remaining provisions of this ordinance, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The city council specifically declares that no invalid or prescribed provision or application was an inducement to the enactment of this ordinance and that it would have enacted this ordinance regardless of the invalid or prescribed provision or application.

SECTION 7. This ordinance shall become effective immediately upon its approval and adoption, as provided by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 24TH DAY OF OCTOBER 2023.

First Reading: October 10, 2023

Final Reading: October 24, 2023

ADOPTION: October 24, 2023

Nick Pachota, Mayor

ATTEST:

Kelly Michaels, MMC, City Clerk

I, Kelly Michaels, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the City of Venice Council, a meeting thereof duly convened and held on the 24th day of October 2023, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of October 2023.

Kelly Michaels, MMC, City Clerk

Approved as to form:

Kelly Fernandez, City Attorney

Exhibit "A"

LEGAL DESCRIPTION

PID# 0389-00-2001

A Part of the Northeast Quarter of the Northwest Quarter of Section 34, Township 38 South, Range 19 East, Sarasota County, Florida, described as follows:

BEGIN at the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 34, Township 38 South, Range 19 East; thence South $89^{\circ}29'40''$ West, along the South line of said Northeast Quarter of the Northwest Quarter, a distance of 331.50 feet to the Southeast corner of lands described in Official Records Instrument No. 2011150199, of the Public Records of Sarasota County, Florida; thence North $00^{\circ}13'28''$ West, along the East line of said lands described in Official Records Instruments No. 2011150199, a distance of 1,336.28 feet to the Northeast corner of said lands described in Official Records Instrument No. 2011150199, same being a point on the North line of said Section 34; thence South $89^{\circ}21'01''$ East, along said North line of Section 34, a distance of 330.67 feet to the Northeast corner of said Northeast Quarter of the Northwest Quarter; thence South $00^{\circ}15'37''$ East, along the East line of said Northeast Quarter of the Northwest Quarter, a distance of 1,335.48 feet to the POINT OF BEGINNING.

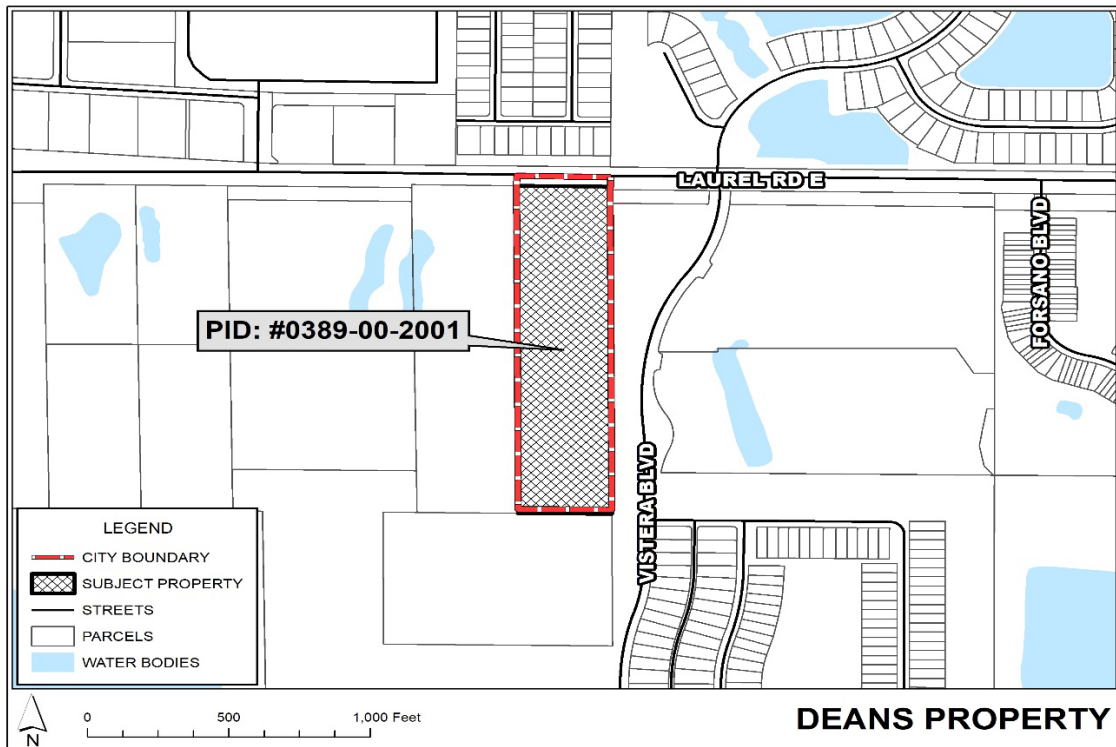


Exhibit "B"

PRE-ANNEXATION AGREEMENT

This Agreement is made this 23rd day of MAY, 2023, by and between the CITY OF VENICE, FLORIDA, a municipal corporation (hereinafter referred to as the "City"), and STEPHEN T. DEANS, JR., and CHERIE L. DEANS, husband and wife, (hereinafter collectively referred to as the "Owner").

WHEREAS, the Owner owns one parcel of land comprising approximately 10.15 (+/-) acres located in Sarasota County, Florida, which is more particularly described by the legal description and map attached hereto as Exhibit "A" (hereinafter referred to as the "Subject Property"); and

WHEREAS, the Owner has filed an annexation petition pursuant to Section 171.044, Florida Statutes, seeking to voluntarily annex and include the Subject Property within the corporate limits of the City; and

WHEREAS, the City has determined it will receive certain benefits from the development of the Subject Property under the jurisdiction of the City that it would otherwise forego should the Subject Property develop in unincorporated Sarasota County; and

WHEREAS, the Subject Property is an enclave and therefore authorized for annexation by the City; and,

WHEREAS, this Agreement is a contract between the parties and is not meant as nor shall it be construed as a development order or any form of development approval; and

WHEREAS, the City has determined that in the event the Subject Property is annexed into the City, it would best serve the public interest that it be annexed subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, the City and the Owner, and their successors and assigns, agree as follows:

1. INTRODUCTORY CLAUSES. The above Whereas clauses are ratified and confirmed as true and correct.
2. CONDITION PRECEDENT. This Agreement shall not be binding or enforceable by either party unless and until the City duly adopts an ordinance annexing the Subject Property into the corporate limits of the City.

3. COMPREHENSIVE PLAN AND ZONING. The Subject Property currently has a Sarasota County Future Land Use designation of Major Employment Center, a Sarasota County zoning designation of Open Use Estate 1. The Owner, or their successors and assigns, shall petition the City to redesignate the Subject Property to a City Future Land Use designation and rezone the Subject Property to a district or districts under the City Zoning Code concurrent with the City's consideration and adoption of an ordinance annexing the property into the corporate limits of the City. Following annexation, the Subject Property shall be subject to all codes, laws, ordinances, and regulations in force within the City.
4. CONCURRENCY EVALUATION NOT MADE: NO RELIANCE OR, VESTED RIGHT. Nothing contained in this Agreement, nor any review of the impacts of the proposed development of the Subject Property upon public facilities and services that has occurred during the process of reviewing or negotiating this Agreement, shall be considered a determination that adequate public facilities will be available concurrent with the impacts of development of the Subject Property.
5. EXPANSION OF WATER AND SEWER UTILITY INFRASTRUCTURE. At the time of development of the Subject Property, the Owner, or their successors and assigns, shall design, construct, and pay for installing, extending, sizing, and upsizing all offsite and onsite potable water and wastewater utility pipeline necessary to serve the full buildout of the project. All such work shall be performed in accordance with plans and specifications approved through the City's construction permitting process and in accordance with the current version of the City standard details and, as applicable, in coordination and consultation with Sarasota County Utilities. Fire flows shall be determined by the Fire Chief in coordination with the Utilities Director and City Engineer. Owner, or their successors and assigns, shall convey all potable water and wastewater pipelines and lift stations to the City or Sarasota County, as applicable, together with such easements as may be required for access to and maintenance of said pipelines and appurtenances. Utilities conveyed to the City shall be accepted for maintenance in accordance with all applicable state and local codes and policies which shall be applied to both onsite and offsite utility improvements.
6. ADDITIONAL REQUIREMENTS.
 - A. The Owner, or their succession and assigns, is required to provide, at its cost, all necessary access to the site.

B. Internal roadways and stormwater facilities shall be designed and constructed at the expense of Owner, or their successors and assigns. Internal roadways and stormwater facilities shall be privately owned and maintained.

7. IMPACT FEES. The City collects certain impacts fees it has enacted as well as certain impact fees enacted by Sarasota County that apply within the City. Development of the Subject Property shall be subject to such impact fees and any additional impact fees adopted by Sarasota County or the City in the future.
8. EXISTING USES. Notwithstanding Section 3 hereof, existing agricultural uses on the Subject Property shall be permitted to continue until Owner, or their successors and assigns, commences new activity on the Subject Property that terminates the existing agricultural use, including activity connected to the development of the Subject Property.
9. ATTORNEY FEE REIMBURSEMENT. The Owner, and their successors and assigns, shall reimburse the City all monies paid by the City to the City Attorney for services rendered concerning the annexation and in accordance with Chapter 87, Section 1.2.B of the City Code.
10. INDEMNITY. It is agreed that if the City shall accept and include the Subject Property for inclusion within its corporate limits pursuant to the petition for annexation, the Owner, and their successors and assigns, shall and will indemnify and hold the City harmless from all costs, including reasonable attorneys' fees, that may be incurred by it in defending any and all litigation involving the validity of such annexation proceeding.

The Owner, and their successors and assigns, further covenants and agrees that, if the contemplated annexation shall ultimately be held invalid by court proceedings or excluded from the City limits by future legislation, then if and to the extent that the City shall continue to supply services to the Subject Property, it shall be entitled to charge at such rates as may be prescribed from time to time by the City for comparable services outside the corporate limits. Moreover, the Owner, and their successors and assigns, further covenants and agrees to waive any claim for a refund of ad valorem taxes levied by and paid to the City on the Subject Property for any periods subsequent to the acceptance by the City of the Owner's petition for annexation and prior to the establishment of the invalidity thereof in the manner aforesaid.

11. DEFAULT. Upon the breach by either party of any term or condition of this Agreement, and upon the failure to cure same after thirty (30) days written notice from either party, then the non-defaulting party shall have the right to enforce performance of the same or to perform

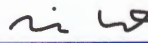
any such term or condition and recover the costs of same from the defaulting party.

12. ATTORNEY'S FEES. In the event of any default pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs from the other party, whether the same be incurred for negotiation, trial, or appellate proceedings.
13. BINDING ON SUCCESSORS. The covenants contained herein shall run with the Subject Property and shall inure to the benefit of and be binding upon the respective successors, heirs, legal representatives, and assigns of the parties to this Agreement.
14. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and cannot be changed or modified except by instrument in writing duly approved by both parties.
15. CONSTRUCTION OF AGREEMENT. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.
16. INCORPORATION INTO ORDINANCE. This Agreement shall be incorporated into and shall become a part of the ordinance annexing the Subject Property into the City.
17. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions are omitted.

(Signature page follows)

IN WITNESS WHEREOF, the City and the Owner set their hands and seals hereto on the day and year first above written.

CITY OF VENICE, FLORIDA


Nick Pachota (Jun 30, 2023 07:36 EDT)
Nick Pachota, Mayor

ATTEST:



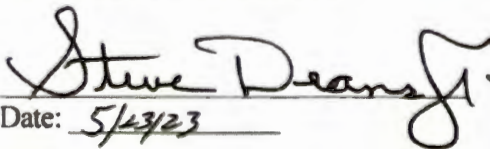
Approved by City Council

Date: 6/27/23


APPROVED AS TO FORM:

Kelly M. Fernandez
Kelly M. Fernandez (Jun 28, 2023 16:25 EDT)
City Attorney

STEPHEN T. DEANS, JR.


Date: 5/23/23

WITNESSES (as to both):


Print Name: Wendy Muniz


Print Name: ROBERT ROWE

CHERIE L. DEANS



Date: 5/23/23

EXHIBIT "A"

SUBJECT PROPERTY LEGAL DESCRIPTION

PID# 0389-00-2001

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