

Summary Report on 2018 Interlocal Agreement Regarding City of Alachua Annexation of “Rattlesnake Ranch” Property

Prepared by Growth Management Department Staff for Board of County Commissioners Meeting of 8/9/2022

Introduction

This report provides background information on the 2018 Interlocal Agreement between Alachua County and the City of Alachua related to the conflict resolution process for the annexation of the “Rattlesnake Ranch” property. The following issues are addressed this report:

- Background on Rattlesnake Ranch Property Annexation
- Governmental Conflict Resolution Procedures Under Chapter 164, Florida Statutes
- Content and Effect of 2018 Interlocal Agreement/Conflict Settlement
- Termination of Interlocal Agreement – Process and Implications
- Difference Between Conflict Resolution Settlement and Joint Planning Agreement

Background on Rattlesnake Ranch Property Annexation

In February of 2018, the City of Alachua proposed the annexation of approximately 149 acres of land along NW 93rd Avenue just west of NW 43rd Street (known as “Rattlesnake Ranch”) through the voluntary annexation process under Chapter 171, Florida Statutes.

This annexation, in County staff’s opinion, failed to meet certain requirements for annexation in Chapter 171, in that it was not reasonably compact and it resulted in the nearly full enclosure of an unincorporated area within the City of Alachua (the enclosed unincorporated area includes numerous platted residential lots along the north side of NW 93rd Avenue). The creation of such unincorporated pockets or enclaves through annexation is prohibited under Chapter 171 of Florida Statutes, and can sometimes result in intergovernmental service delivery problems and land use planning conflicts between local jurisdictions. Upon receiving notice of this annexation from the City of Alachua, the County sent a letter to the City to notify them of this concern.

The Alachua City Commission approved the annexation on first and second readings at duly advertised public hearings on June 25, 2018 and July 23, 2018, and in doing so, made a finding that, in the City’s opinion, the annexation met all of the requirements of Florida Statutes.

At the Board of County Commissioners regular meeting on August 14, 2018, the Board voted to initiate the Florida Governmental Conflict Resolution process under Chapter 164, Florida Statutes with the City of Alachua due to the conflict over this annexation.

Governmental Conflict Resolution Procedures Under Chapter 164, Florida Statutes

Chapter 164 of Florida Statutes is known as the “Florida Governmental Conflict Resolution Act”. According to Section 164.102, the purpose and intent of this Act is to:

...promote, protect, and improve the public health, safety, and welfare and to enhance intergovernmental coordination efforts by the creation of a governmental conflict resolution procedure that can provide an equitable, expeditious, effective, and inexpensive method for resolution of conflicts between and among local and regional governmental entities. It is the intent of the Legislature that conflicts between governmental entities be resolved to the greatest extent possible without litigation.

In accordance with the procedures in Section 164.1052 for initiating a conflict resolution process, the Board of County Commissioners approved a resolution and a Chair letter initiating the process with the City of Alachua on August 14, 2018. The Chair letter suggested a date of September 12th from 2:00 – 5:00 pm for the initial conflict assessment meeting. The Chair letter and executed resolution were transmitted to the City of Alachua by certified mail, return receipt requested on August 16, 2018. A copy of the letter and resolution were also sent to the City of Gainesville Mayor, Commissioners, and Manager (City of Gainesville Planning and GRU staff were also notified separately by email). The Alachua City Manager responded to the County with a letter on August 28, 2018 agreeing to the suggested meeting date and time.

In accordance with the procedural requirements in Chapter 164.1053, the County and City Managers, Attorneys, and staffs participated in duly advertised conflict assessment meetings where both parties discussed the issues of conflict and attempted to arrive at a resolution that could be presented to their respective governing boards. The initial conflict assessment meeting was held on September 12, 2018 (the County advertised this meeting in the Gainesville Sun on September 2, 2018). At this meeting, some tentative ideas for potential resolution of the conflict were discussed by both parties. The initial conflict assessment meeting was then subsequently continued to September 26, 2018, October 30, 2018, and November 7, 2018 at a time-certain to allow for further discussion by the parties in conflict. The scheduling of such additional meetings for informal negotiation between the parties is permitted under Section 164.1053(2), F.S.

Note, County staff was not given the authority to bind the County to any resolution discussed through the conflict assessment meeting process, therefore, it was understood by both parties in the negotiation that any potential resolution would need to be presented to the Board of County Commissioners for its consideration and approval at a public meeting.

Throughout the four conflict assessment meetings, both staffs discussed potential resolutions and worked on drafting an Interlocal Agreement which would serve as a potential settlement of the conflict. The draft Interlocal Agreement was presented to the Alachua City Commission at a duly-advertised public meeting on December 10, 2018, where it was approved. The draft Interlocal Agreement was then presented to the Alachua County Board of County Commissioners at a duly advertised public meeting on December 11, 2018, where it was also approved. The Agreement went into effect on December 17, 2018.

At the request of the Board of County Commissioners, County staff also provided a status update on this Interlocal Agreement at the May 26, 2020 regular Board meeting.

Content and Effect of 2018 Interlocal Agreement/Conflict Settlement

The Interlocal Agreement outlines a general framework for how the County and City will coordinate on issues of future annexation, road maintenance responsibility, land use and zoning notification, and future service delivery within the specific area around the Rattlesnake Ranch property. The boundaries of the area that is subject to the Agreement are shown on a map adopted as part of the Agreement. Specific provisions of the Agreement include the following:

- **The City of Alachua may annex lands within the subject area without objection from Alachua County on the basis of failure to meet statutory requirements regarding enclaves, compactness, and contiguity.**

This provision does not preclude another party from objecting to annexations within this area in accordance with the appeal process in Florida Statutes. This provision is intended to encourage infill annexation in this area for property owners who wish to annex into the City of Alachua in order to encourage reduction or elimination of the unincorporated enclave/pocket area. Any annexation in this area would still be required to follow the process and meet the standards in Chapter 171 of Florida Statutes for either voluntary or referendum annexation, and the Agreement does not require any property to be annexed.

- **Provides enhanced requirements for notification by the City of Alachua or the County to the other party, with an extended comment period, on proposed land use, zoning, and development applications.**

This encourages sharing of information between the County and the City about proposed land use, zoning, and development applications, and provides more time to provide comments or address any issues.

- **Provides for County transfer of ownership of NW 93rd Avenue and NW 59th Street within the subject area to the City of Alachua.**

These two road segments have been transferred to the City per the Agreement.

- **Requires traffic methodology letter and study for any proposed development generating ≥ 25 peak hour vehicle trips within the subject area.**
 - If development site is in City, traffic study must be provided to County for review and comment.
 - Traffic study must address operational and safety improvements attributable to proposed development.
 - City shall require developer to pay full costs of any necessary transportation system improvements attributable to the development.

The above provisions ensure that impacts of any proposed development on the transportation system in this area will be evaluated and mitigated regardless of which jurisdiction the proposed development is located.

- **Requires connection to central water and wastewater system for any proposed development with density greater than 1 unit per 2 acres, unless technically or economically infeasible.**

This provision would prevent future development at urban densities being served by individual wells and septic tanks. The unincorporated portions of this area are within the Urban Cluster, therefore, development would generally be required by Comp Plan policy to connect to central water and wastewater system.

- **Calls for negotiation by County and City on fire service provision to properties within joint planning area if, in the future, the City no longer receives fire services from Alachua County.**

- **Calls for future consideration of the possibility for the City to extend solid waste collection services to the unincorporated parcels within the Joint Planning Area.**

Such consideration would be intended to eliminate inefficiencies caused by having both the County and the City provide solid waste collection services within this relatively small area.

- **Provides for the City of Alachua to invite Sheriff to negotiate service arrangements within the area.**
- **Provides that the County and City will continue working toward a future goal of establishing an Interlocal Service Boundary Agreement (ISBA) under Part II of Chapter 171, Florida Statutes that would address various annexation and service delivery issues for the entirety of the City and the surrounding unincorporated areas.**

County and City staffs have had discussions about moving forward with the ISBA process. Staff anticipates that a draft initiating resolution to begin this process will be brought to the BoCC this calendar year.

Termination of Interlocal Agreement - Process and Implications

The Interlocal Agreement has a 20-year term which began in December 2018. It would automatically renew for an additional 20-year term unless either party notifies the other party in writing of its intent to not renew the agreement.

The agreement would expire upon the complete annexation or contraction (de-annexation) of all areas covered by the agreement.

The County or the City may terminate the Agreement at any time with 180 calendar day written notice to the other party. There are several considerations to take into account if the County were to terminate, including the following:

- The two road segments that have been transferred from the County to the City (NW 93rd Ave. and NW 59th St.) would revert to the County's ownership and maintenance responsibility. The County would also be required to pay the City the value of the remaining useful life of any improvements to these roads made by the City during the term of the agreement.
- The County would lose the intergovernmental coordination mechanism established in the Agreement for evaluating and mitigating road impacts should any development be proposed in this area in the future. Such development would likely impact and necessitate improvements to or around NW 43rd Street, a County maintained road. There is currently no intergovernmental coordination mechanism in place outside of this agreement for the County to recover the costs associated with impacts on the County road system that may be brought about by potential development on parcels within this area that are within the City limits.
- The County would no longer be prohibited from objecting to proposed annexations by the City of Alachua within the subject area on the basis of failure to meet statutory requirements regarding enclaves, compactness, and contiguity. This could potentially discourage the City of Alachua from accepting petitions from property owners who wish to annex into the City, which would help to fill in and eventually reduce or eliminate the unincorporated enclave/pocket area. Note, nothing in the Agreement prevents other parties from challenging an annexation in this area.

- The County would lose the requirements in the agreement for early notification by the City or the County to the other party on any proposed Comprehensive plan amendment, rezoning, or development approval involving lands within the subject area. This would potentially eliminate or reduce the amount of time that the County would have to review such applications and address any issues in coordination with the City prior to the City's public hearings. In practice, the City of Alachua notifies the County of such applications prior to them being considered at public hearings and was doing so prior to this agreement. Staff expects that this practice would continue even if the agreement were terminated.

Difference between Conflict Resolution Settlement and Joint Planning Agreement

There has been discussion at recent County Commission meetings about the difference between the Conflict Resolution process and the Joint Planning process. The Florida Governmental Conflict Resolution Process is described in Chapter 164 of Florida Statutes ("Governmental Disputes"), while Joint Planning between local governments is addressed in Chapter 163 of Florida Statutes as part of the State's Community Planning Act. Conflict Resolution and Joint Planning each have different purposes and procedural requirements which are summarized below and further detailed in the statutory language.

In 2018, Alachua County initiated the Chapter 164 conflict resolution process with the City of Alachua concerning the City's annexation of the Rattlesnake Ranch property. Chapter 164.1053(1) provides the following regarding this process (emphasis in bold):

*(1) **After the initiation of the conflict resolution procedure, and after proper notice by certified letter has been given, a conflict assessment meeting shall occur.** The meeting shall be scheduled to occur within 30 days of the receipt of the letter initiating the conflict resolution procedure. **Public notice shall be given for this meeting in accordance with s. 164.1031(7).** The conflict assessment meeting shall be scheduled to allow the attendance by the appropriate personnel from each primary conflicting governmental entity. The chief administrator, or his or her designee, for each governmental entity that is a primary conflicting governmental entity in the conflict resolution procedure shall be present at this meeting. If the entities in conflict agree, the assistance of a facilitator may be enlisted for the conflict assessment meeting. During the conflict assessment meeting, the governmental entities shall discuss the issues pertaining to the conflict and an assessment of the conflict from the perspective of each governmental entity involved.*

Public notice for the initial conflict assessment meeting on September 12, 2018 was published in the Gainesville Sun on September 2, 2018. The County and City Managers and their designated staff members attended the September 12, 2018 conflict assessment meeting where the two conflicting governmental entities discussed the issues of conflict relating to the City's annexation of the Rattlesnake Ranch property, and potential resolutions.

With regard to potential resolution of a Chapter 164 governmental conflict, Section 164.1053(2), Florida Statutes provides that:

(2) If a tentative resolution to the conflict can be agreed upon by the representatives of the primary conflicting governmental entities at the conflict assessment meeting, the primary conflicting governmental entities may proceed with whatever steps they deem appropriate to fully resolve the conflict, including, but not limited to, the scheduling of additional meetings for informal negotiations or proposing a resolution to the governing bodies of the primary conflicting governmental entities.

As stated in the above statute, the conflicting governmental entities are permitted to schedule additional meetings for informal negotiations or proposing a resolution to the respective governing bodies of the conflicting

governmental entities. After the initial September 12, 2018 conflict assessment meeting, additional conflict assessment meetings were scheduled to continue the negotiations in accordance with the above statute. County staff was not delegated with the authority to bind the County during these Chapter 164 conflict assessment meetings, therefore, both parties understood throughout the process that any potential resolution to the conflict would need to be presented to the Board of County Commissioners for consideration at a public meeting.

In contrast to the Chapter 164 conflict resolution process, Joint Planning between local governments is addressed in Chapter 163 of Florida Statutes under the State’s “Community Planning Act” which governs local government comprehensive planning and land development regulations. Section 163.3171(3), Florida Statutes (see below, emphasis in bold) enables counties and municipalities to enter into agreements which provide for a **joint exercise of powers** granted under the provisions of the Community Planning Act.

*(3) Combinations of municipalities within a county, or counties, or an incorporated municipality or municipalities and a county or counties, or an incorporated municipality or municipalities and portions of a county or counties may **jointly exercise the powers granted under the provisions of this act upon formal adoption of an official agreement by the governing bodies involved pursuant to law.** No such official agreement shall be adopted by the governing bodies involved until a public hearing on the subject with public notice has been held by each governing body involved. The general administration of any joint agreement shall be governed by the provisions of s. 163.01 except that when there is conflict with this act the provisions of this act shall govern.*

An agreement pursuant to the above section would require formal adoption at a public hearing if it involved a joint exercise of land use planning powers under the Community Planning Act (i.e., adoption and implementation of land use, zoning, and development regulations). The 2018 conflict resolution Interlocal Agreement with the City of Alachua does not address or result in a joint exercise of land use planning powers within the subject area or confer any land use planning powers to the other jurisdiction, therefore, it is not a Joint Planning Agreement that is subject to the language and procedures under 163.3171(3). While the 2018 agreement with the City of Alachua has been referred to as a “Joint Planning Area Interlocal Agreement” (or “JPA”), the process for and content of the agreement is in the nature of a settlement agreement for the Chapter 164 conflict resolution process, and not a joint planning agreement under Chapter 163.

The 2018 Agreement with the City of Alachua transferred two road segments formerly owned and maintained by the County to the City of Alachua; spoke to the manner in which future intergovernmental coordination would take place between Alachua County and the City of Alachua regarding service delivery in the subject area; and provided that the County would not object to proposed future City annexations in this area. It did not contemplate a joint exercise of land use planning powers, nor did it change any of the land use, zoning or development policies or standards that are applicable within the subject area in accordance with the state’s Community Planning Act under Chapter 163, F.S. **The Alachua County Comprehensive Plan and land development regulations continue to govern the unincorporated portions of the subject area and the City of Alachua Comprehensive Plan and land development regulations continue to govern the incorporated portions of the subject area.**