

CITY OF NEWBERRY STAFF RESPONSES AND PROPOSED EDITS TO COUNTY STAFF PROPOSALS

KEY COUNTY STAFF ISSUES FOR DISCUSSION REGARDING COUNTY/NEWBERRY JOINT PLANNING AGREEMENT

10-1-2020

10-26-2020

City comments/responses are in blue text.

1. Annexation Outer Boundary and Infill Areas - Citywide Strategy and Map

County proposed this in the initial Conflict Assessment meetings and indicated a map would need to be developed to show a "squaring off" of the outermost municipal boundaries and infill areas. The City staff has responded that it is "not agreeable" to this. This is a crucial issue from the County's perspective, and County staff has prepared a draft map for discussion purposes. The concept is that the City would agree to not annex outside of the outer boundary line until existing internal enclaves, pockets, etc. have been filled in; within the "Annexation Infill Areas" shown on the map there would be some flexibility provided on things like partial annexation of enclaves or pockets. These infill areas would be in addition to the County's agreement to not object to annexations within the Joint Planning Areas, as discussed below, based on statutory form requirements.

Also, as County staff have indicated, it does not think annexation of individual lots within platted subdivisions makes sense as part of a strategy to achieve a unified whole for the City and avoid confusion regarding service provision. City staff previously indicated it is "not agreeable" to prohibition of such annexations.

City staff proposes to adopt a slightly modified version of the draft map prepared by County staff and presented with these discussion points. Once the Annexation Boundary Area is established, all current conflict resolution actions by the County shall be resolved as part of the boundary agreement (replacing the four JPAs with one large JPA). Further, City staff proposes that all areas within the agreed upon annexation boundary area will be subject to, "flexible annexation rules," generally defined as follows:

- a. Creating smaller enclaves by annexing parcels within existing larger enclaves shall be acceptable;
- b. Creating mini, "fingers," or, "pockets," within the boundary area is acceptable;
- c. The creation of new enclaves, which result from the annexation of parcels within an existing pocket or finger, is acceptable;
- d. Creating isolated, "island," enclaves that lack contiguity is not acceptable.

2. Joint Planning Areas

City staff indicated at the last meeting on September 15th that it would provide the County with maps showing the boundaries of the four proposed joint planning areas in relation to the inventory of parcels within those areas whose owners have expressed interest in annexing, as well as draft plans for annexation within those areas. As noted previously by County staff, annexation plans should specify the timing/sequence for annexations within these areas; and, if annexations are not going to meet the strict statutory form requirements, then specify how service provision issues would be addressed.

3. Transfer of Road Maintenance Responsibility

County staff would prefer to use a version of the language regarding transfer of road maintenance responsibility that County staff provided to the City in advance of the August 25th conflict assessment meeting (attached on page 3 below with some clarifications to the previous language). The County staff draft language provides that

the County would immediately transfer ownership of certain road segments within or adjoining the JPA areas to the City; then after the transfer, the County would provide funding to the City for its ongoing maintenance of those road segments until a percentage of the JPA area has been annexed. After that, the City would assume full responsibility for maintenance of those road segments.

Also, the County would like to discuss with the City an overall road maintenance transfer policy that would set out the general conditions under which local roads would be transferred from the County to the City as annexations occur going forward.

The City has also proposed two alternatives on the issue of road maintenance responsibility (alternatives “a” and “b” as shown on page 3 below). “Alternative a” states that the County and the City both provide road maintenance within the jurisdictional boundaries of the City and in the unincorporated area pursuant to an existing “Road Interlocal”; and based on that, there is not a concern regarding inefficient provision of road maintenance within the four joint planning areas. The City’s proposed language provides that if the City were to exit the Road Interlocal, or if it is otherwise terminated, then the City would continue to maintain certain identified road segments within the Joint Planning Areas. County staff needs clarification as to what “Road Interlocal” is being referred to in order to understand the implications of the language proposed in “alternative a”. Also, at this point, County staff does not agree with the statement that there is “not a concern regarding inefficient provision of road maintenance” within the JPA areas going forward.

“Alternative b” proposed by the City generally provides for the County to transfer ownership of certain road segments to the City within 60 days of the County paving/improving those road segments to the City’s standards for local roads. After the transfer, the County would then provide funding to the City for its ongoing maintenance of those road segments until 75% of the originally unincorporated area of the particular joint planning area has been annexed into the City; after that time, the City would assume full responsibility for maintenance of those road segments. County staff would need clarification as to what the City’s standards are for local roads in order to understand the implications and costs associated with the language in “alternative b”. County staff also has concerns with the general concept that the County would need to pay to pave/improve the roads to a City standard as well as to continue to pay for their ongoing maintenance.

City staff believes the City’s road paving standards are substantially similar to the County’s and would clarify the required standards for road improvement prior to acceptance by the City as follows:

Roads shall be paved in accordance with Section 407.141 of the County’s Unified Land Development Code for paving 2 lane, local roads (trip counts exceeding 250 per day).

4. Automatic Annexation within JPA Areas/by Interlocal Agreement

The City initially proposed the idea of automatic annexation upon change of ownership, etc. within the JPA areas. The County Attorney’s office raised concerns about the legal basis for that, and County staff noted some concerns about policy and implementation aspects. The County Attorney’s Office has asked for more information from the City on the legal basis for this. The City then revised its language to link automatic annexation with the statutory provision for annexation of enclaves by interlocal agreement (note, only two of the four JPA areas contain enclaves). The intent of the language in the draft agreement is not clear, and needs additional discussion and legal review.

5. Solid Waste Collection

The City’s proposal is that, if an unincorporated property owner in any of the four joint planning areas wants to subscribe to curbside collection, they would have the option to subscribe through the City’s waste

collection provider (Waste Pro) and not the County's provider (WCA). The unincorporated property owners would not be required to subscribe to curbside collection service and may still use the County's Rural Collection Centers. The language provides that the County will attempt to amend its contract with WCA (expires Oct. 2021) to provide for this option within the JPA areas. County staff has offered some clarifications to this language in the agreement as shown on page 4.

6. Drafting Form and Clarity

There are various technical issues with drafting form and clarity throughout the agreement that still need to be reviewed in more detail.

Road Maintenance Language from Draft Joint Planning Area Agreement

Article 6. INFRASTRUCTURE AND IMPACT FEES

County Staff Draft Language

- a. Effective immediately, the County offers and the City accepts ownership of the following local road segments including the underlying fee and the improvements thereon within the joint planning areas:
 - SW 15th Avenue from SW 202 Street to State Road 45
 - NW 202nd St from NW 46 Ave to SR 26 / Newberry Road
 - NW 46th Ave from CR 235 to NW 186 St
 - NW 170th St from SR 26 / Newberry Road to 3,100 ft. north

Transfer of ownership will be effectuated through the execution of a deed transferring ownership of the right-of-way, executed by the chairperson of each Party and recorded within ## calendar days of the effective date of this Agreement. Upon transfer of ownership from the County to the City, the County retains no responsibilities for ongoing maintenance of the road segments listed herein.

After the transfer of ownership, the County shall provide funding to the City for its ongoing maintenance of the road segments ~~(as identified in Attachment ##)~~ in a particular joint planning area until 75% of the ~~originally unincorporated area~~ of that joint planning area (by acreage) ~~has been annexed~~ is incorporated into the City. After that time, the City shall ~~then~~ assume full responsibility for maintenance of the identified road segments, and the County shall assume no further responsibility for funding. *Note, a funding formula will need to be developed and included in the agreement.*

City Draft Language

(Alternative a) **Road Maintenance.** The Parties acknowledge that both the County and the City currently provide road maintenance within the jurisdictional boundaries of the City and unincorporated Alachua County pursuant to the Interlocal Agreement (“Road Interlocal”). Therefore, there is not a concern regarding inefficient provision of road maintenance within the Joint Planning Area. If the City exits the Road Interlocal or the Road Interlocal is otherwise terminated, then the City will continue to maintain the following local road segments within the Joint Planning Areas:

SW 15 Avenue from NW 202 Street to State Road 45

[City Attorney has noted question about what other road segments would be included here]

(Alternative b) **Roads.** The County shall offer and the City shall accept ownership, as well as complete and total responsibility for all maintenance obligations and duties for the following local roads segments within the Joint Planning Areas within 60 calendar days of the roadway being paved to the City’s standard for local roads (as approved by the City) and the County shall be 100% responsible for the cost of improvements to the road. The County may effectuate the transfer of ownership through recordation of deeds or right-of-way maps:

After the transfer of ownership, the County shall provide funding to the City for its ongoing maintenance of the road segments (as identified in Attachment ##) in a particular joint planning area until 75% of the originally unincorporated area of that joint planning area (by acreage) has been annexed into the City. After that time the City shall then assume full responsibility for maintenance of the identified road segments, and the County shall assume no further responsibility for funding.

Solid Waste Collection Language from Draft Joint Planning Area Agreement

County staff suggested revisions are shown in red font.

Waste Collection. The Parties acknowledge that at the time of execution of this Agreement, the County currently contracts with a third-party waste collection services provider for the unincorporated portions of the Joint Planning Areas and cannot unilaterally allow the City to extend its waste collection services into the unincorporated areas subject to this Agreement. When appropriate and able, the County will seek to negotiate its waste collection services contract to allow the City and its waste collection services provider to provide the option for owners of unincorporated properties within the Joint Planning Areas to contract with the City's third-party curbside waste collection services provider ~~extend services into the unincorporated portions of the Joint Planning Areas.~~

City staff suggests replacement of the above text with the following substitute:

Waste Collection. The Parties acknowledge that at the time of execution of this Agreement, the County currently contracts with a third-party waste collection services provider for the unincorporated portions of the Joint Planning Area. Upon execution of this Agreement, the City shall extend services into the Joint Planning Area and provide curbside waste collection service and rural collection center options for properties within the Joint Planning Area.

Proposed City of Newberry Draft Annexation Boundary and Infill Areas

Prepared by City of Newberry for Discussion on 10/26/2020

