

# **CITY OF NEWBERRY ANNEXATION CONFLICT RESOLUTION PROCESS**

## **SUMMARY OF KEY ISSUES AND REFERENCE MAPS**

**Prepared by Alachua County Staff for Joint Meeting - February 22, 2021**

The Alachua County Commission, at its meetings on May 12, 2020 and June 23, 2020, initiated the Florida Governmental Conflict Resolution procedures pursuant to Chapter 164, Florida Statutes, regarding five annexation ordinances that were adopted by the City of Newberry on April 27, 2020 and June 8, 2020, which in County staff's opinion, failed to meet the requirements of Chapter 171, Florida Statutes, for compactness, contiguity, and/or the creation of enclaves. Alachua County and City of Newberry staff participated in nine conflict assessment meetings between June and November of 2020. During those meetings, County and City staff focused on developing a framework for a joint planning agreement that would address key issues of conflict that exist between the County and the City concerning annexation and service delivery in an effort to minimize future conflicts over individual annexations going forward. The following is a summary of the key components of a conceptual joint planning framework for potential settlement of the County's challenge that were discussed during the conflict assessment meetings, highlighting areas where there was either agreement or lack thereof on each issue.

### **1. Need for City Annexation Plan/Outer Boundary for Future Annexation**

From County staff's perspective, a crucial component of any potential agreement would be the establishment of an outer boundary for future City annexation to give priority to the infill annexation of unincorporated pockets and enclave areas within the outer boundary. County staff prepared an initial draft map showing a potential outer boundary line for discussion (see map on following pages). County staff's initial draft line was drawn based primarily on a "squaring-off" around the edges of the City's current municipal boundaries. The potential effect of the outer boundary line as proposed by County staff was as follows:

- The City would agree to only annex areas within the outer boundary line, and to not annex areas outside the outer boundary line during the term of the agreement (10 year agreement was discussed) unless or until a different boundary line was established through an Interlocal Service Boundary Agreement under Chapter 171, Part II, Florida Statutes.
- Periodic re-evaluation of the outer boundary line by both parties (possibly every 5 years) based on factors such as the City's progress toward annexing infill areas within the boundary line.
- Identify four "joint planning areas" as detailed under item 2 below, within which the County would not object to future annexations based on statutory requirements.
- Flexibility on statutory requirements such as partial annexation on enclaves or pockets for voluntary annexations within the outer boundary line.

From the County's perspective, establishing the outer boundary line for future annexation would enable both the County and the City to plan more effectively for the provision of various services and facilities (such as roads, fire, solid waste, and central water & sewer) within that area because both local governments would have a joint understanding of which areas would potentially be annexed in the future and provided with City services. The outer boundary for annexation could also have the positive effect of prioritizing and encouraging infill annexation - that is, annexation within the numerous existing unincorporated islands or pockets that are internal to the City of Newberry – before further outward expansion of the City boundaries.

**Status: No agreement reached.** City staff did not accept the County staff’s initial proposal regarding the outer boundary line, and countered with its own version of the line. The City’s counter-proposal was a larger area than the County staff proposal by several thousand acres and it included substantial outward extensions of the existing municipal boundary in some areas (including extending to the western edge of the Urban Cluster line in the Jonesville area). County staff indicated it was not willing to accept the City staff’s proposed line because it included large outward expansions of the City boundary, which is counter to the concept of encouraging and prioritizing annexation of infill areas that are more internal to the City.

## 2. No County Objection to Future Annexations within “Joint Planning Areas”

The map of the outer boundary described above also included four areas described as “joint planning areas”. These areas were drawn by City staff to include those areas immediately surrounding the five disputed annexations. The City staff proposed that the County would not object to future annexation within these four “joint planning areas” based on statutory requirements for contiguity, compactness, and creation of enclaves.

**Status: No agreement reached.** In the interest of encouraging infill annexation within the four identified joint planning areas, County staff was willing to accept this “no County objection” provision as long as the two sides reached agreement on the outer boundary line for annexation as discussed in the above section as well as other issues discussed below. Since agreement was not reached at a staff level regarding the other key issues, there was no agreement reached on this particular issue.

## 3. Road Maintenance Responsibility for Local Roads

County staff expressed interest in developing a framework for the transfer of maintenance responsibility for local-type roadways from the County to the City as annexations occur. In the past, the City has not assumed maintenance responsibility for local roads within or adjacent to annexed areas in all instances (in some instances transfer has happened on a case by case basis). County staff’s general position is that, if the City annexes areas, then the City should take over maintenance of any local roads within or adjacent to the annexed areas. County staff recognizes that certain arterial and collector type roads would continue to be maintained by the County even if those roads are substantially within the City.

**Status: No agreement reached.** There was discussion in the conflict assessment meetings about the possibility of transferring maintenance responsibility from the County to the City for a few local road segments within or adjoining the “joint planning areas”, however, there was no agreement reached on the specific conditions and circumstances under which that transfer would happen and how the funding for ongoing maintenance would be handled between the two jurisdictions.

## 4. Solid Waste Collection Efficiency within “Joint Planning Areas”

Within the four “joint planning areas” surrounding the disputed annexations, there is a mix of incorporated and unincorporated parcels. Currently, residents of the incorporated parcels may subscribe to solid waste curbside collection through the City’s waste collector (WastePro), while residents of the unincorporated parcels may subscribe to solid waste curbside collection through the County’s waste collector (WCA). All residents also have the option to utilize the County’s Rural Collection Centers. In some areas, both waste collection trucks are collecting from customers on the same street, which is an inefficient situation. Both parties agreed that a solution was needed to provide for more efficient solid waste collection within the four “joint planning areas”.

**Status: Conceptual agreement reached.** The parties agreed to a solution that would provide unincorporated property owners within the four “joint planning areas” with the option to subscribe to solid waste curbside

collection through the City's waste collection provider (Waste Pro). The unincorporated property owners would not be *required* to subscribe to curbside collection service and may still use the County's Rural Collection Centers. County staff indicated it would be willing to attempt to amend its current waste collection contract with WCA (expires Oct. 2021) to provide for this option within the four joint planning areas.

## 5. Fire Services

Alachua County and all of its municipalities have established agreements that detail fire and first response emergency medical services throughout the County. The County's agreement with the City of Newberry provides that the closest unit is dispatched to calls for service regardless of jurisdictional boundaries, therefore, annexation of parcels has no impact on timely responses as long as the current agreement remains in place. If the City and/or County were to terminate the Fire Service Agreement, the City would be responsible for providing fire and EMS first response services citywide.

**Status: Conceptual agreement reached.** County staff recommended including a provision as part of any agreement on the current annexations stating that, "If the Fire Service Agreement is terminated, the City will have sole responsibility to provide fire and first response EMS services to the annexed portions of the joint planning areas." The City staff agreed in concept with this provision.

### ADDITIONAL ISSUES DISCUSSED FOR WHICH AGREEMENT WAS NOT REACHED

There were several other issues that were discussed by County and City staffs during the conflict assessment meetings, however, there was no agreement reached on these issues.

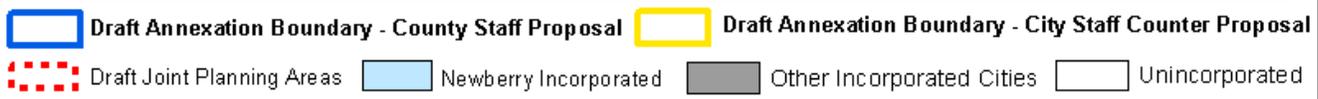
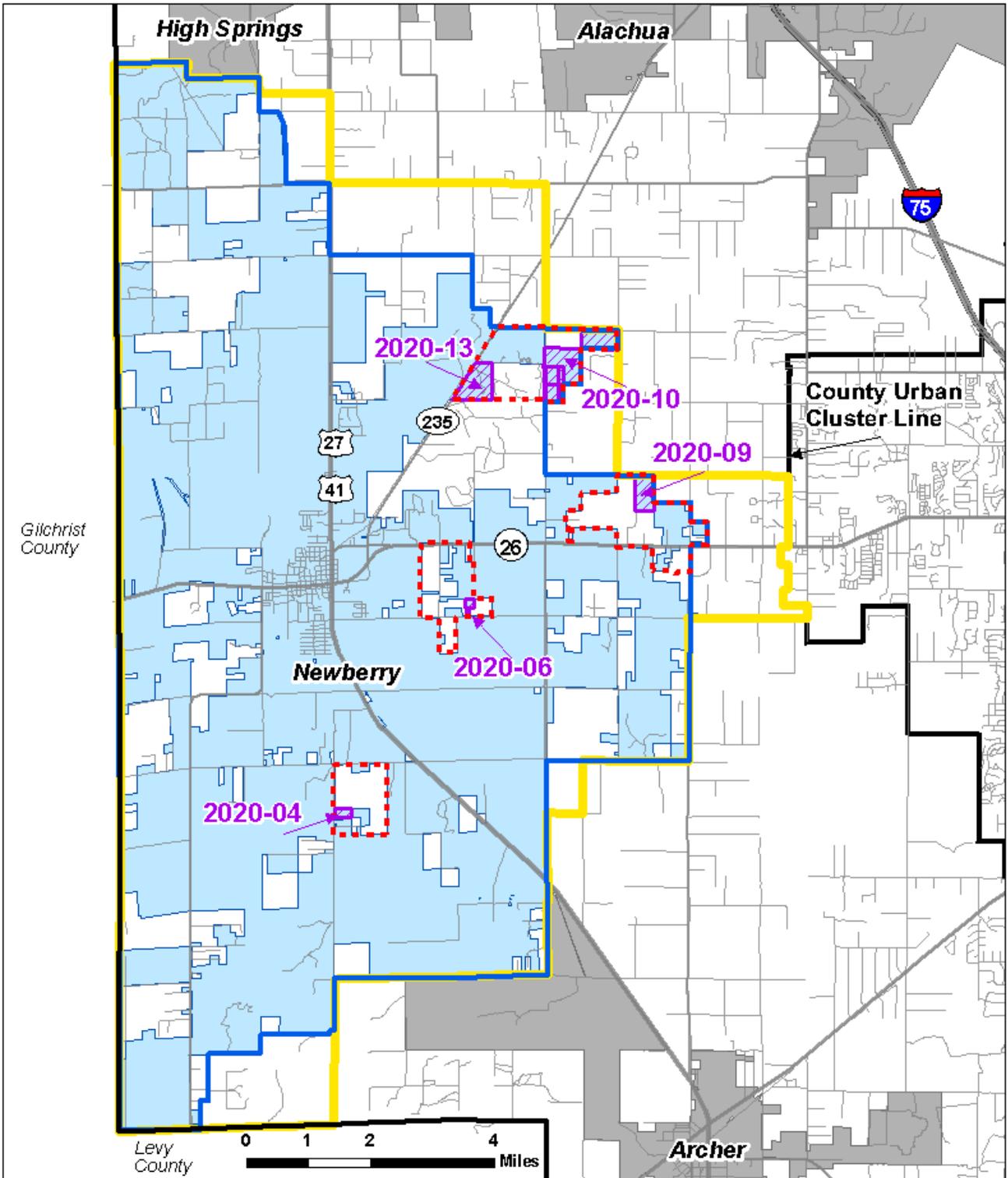
- Automatic annexation upon change in property ownership within the four "joint planning areas". This idea was suggested by City staff as a potential way to promote infill annexation within existing unincorporated enclaves and pockets throughout the City. The County Attorney's Office researched this concept and found no basis for it in Florida Statutes.
- County staff raised concerns about annexation of individual lots within platted subdivisions because of the potential land use conflicts and service delivery complications that can be caused by partial annexation within subdivisions. County staff suggested a prohibition on annexation of individual lots within platted subdivisions to address this concern (i.e., effort should be made to annex subdivisions as a whole).

*City staff did not agree to this idea.*

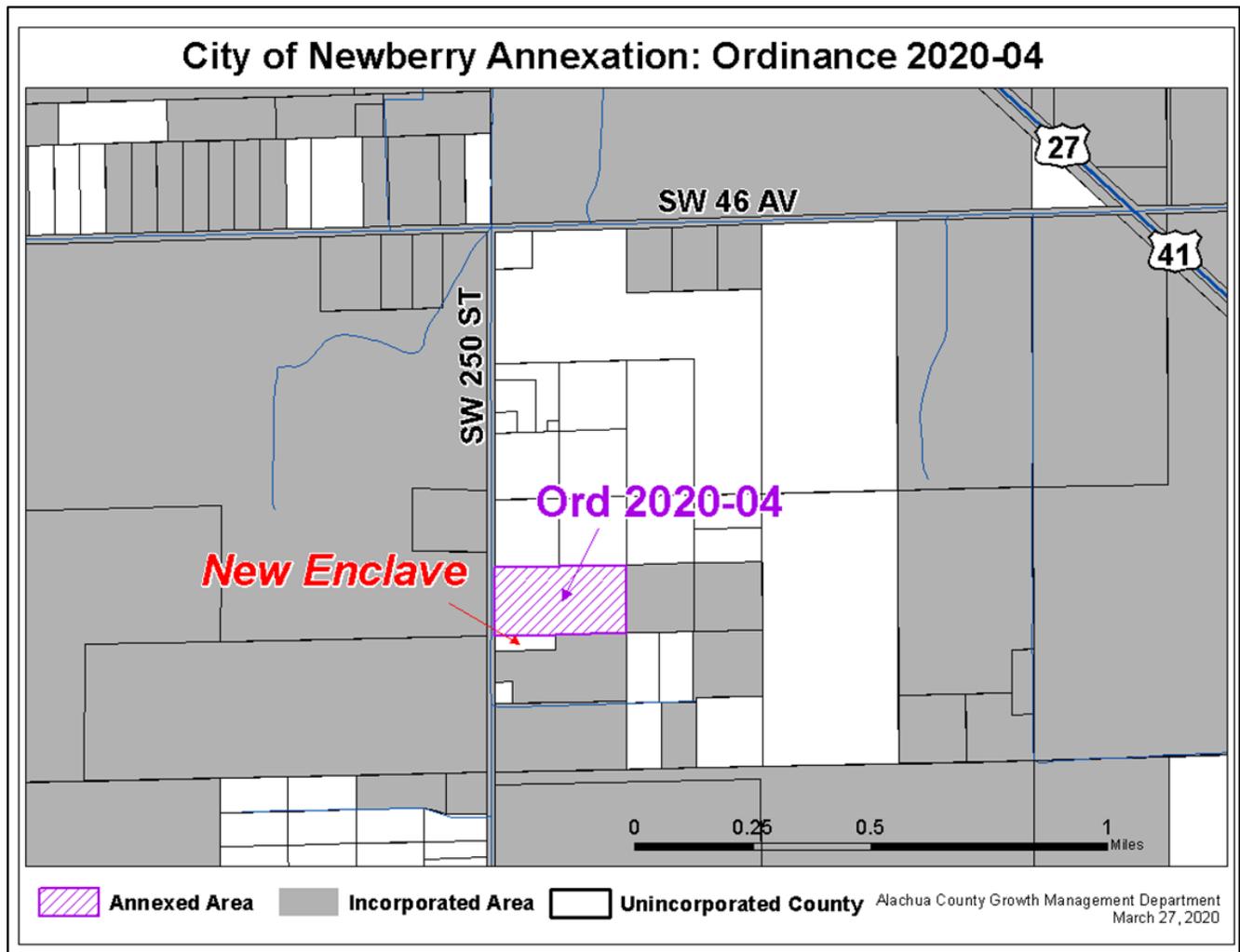
- County staff suggested the idea of the City providing additional lead time on its notices to the County for proposed annexations beyond the minimum requirements in the statute. The minimum notice timeframe in the statute is 10 days prior to the City's publication of the notice of public hearing on the annexation ordinance. This generally does not allow adequate time to address any substantive issues with the annexation. City of Newberry staff has provided County staff with informal advance notice on some proposed annexations recently, which has been helpful.

*City staff were agreeable to this in concept, although specific details were not resolved.*

## Outer Boundary for Future City Annexation County Staff Proposal and City Staff Counter Proposal



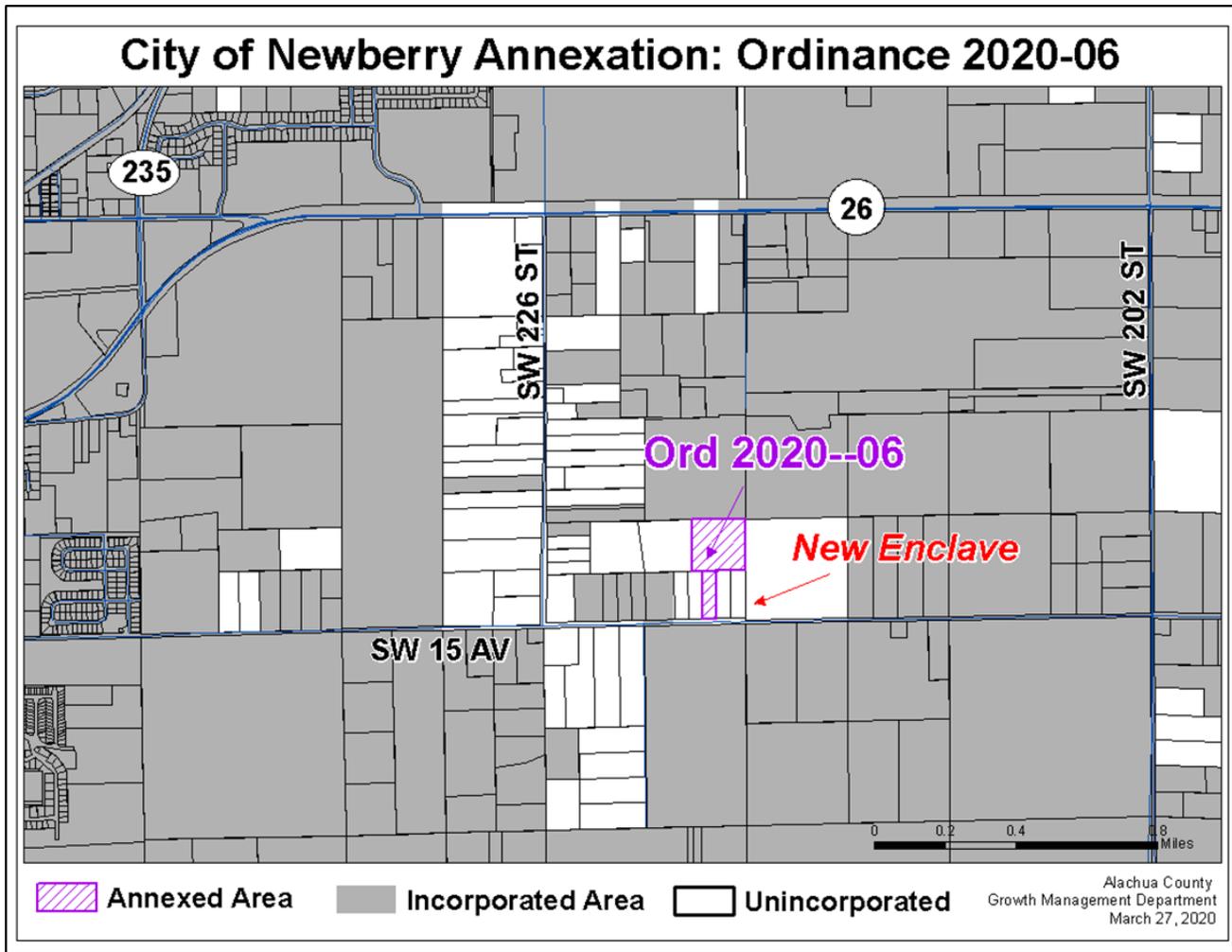
ADDITIONAL REFERENCE MAPS OF CITY OF NEWBERRY ANNEXATION AREAS  
THAT ARE SUBJECT OF THE CONFLICT RESOLUTION PROCESS



Annexation Ordinance 2020-04 (Richardson):

- 19 acres annexed.
- In County staff's opinion, this annexation creates a new enclave within an existing larger enclave.
- County staff recommended that City attempt to annex the enclave parcel located south of the annexed parcel in order to avoid creation of the new enclave.

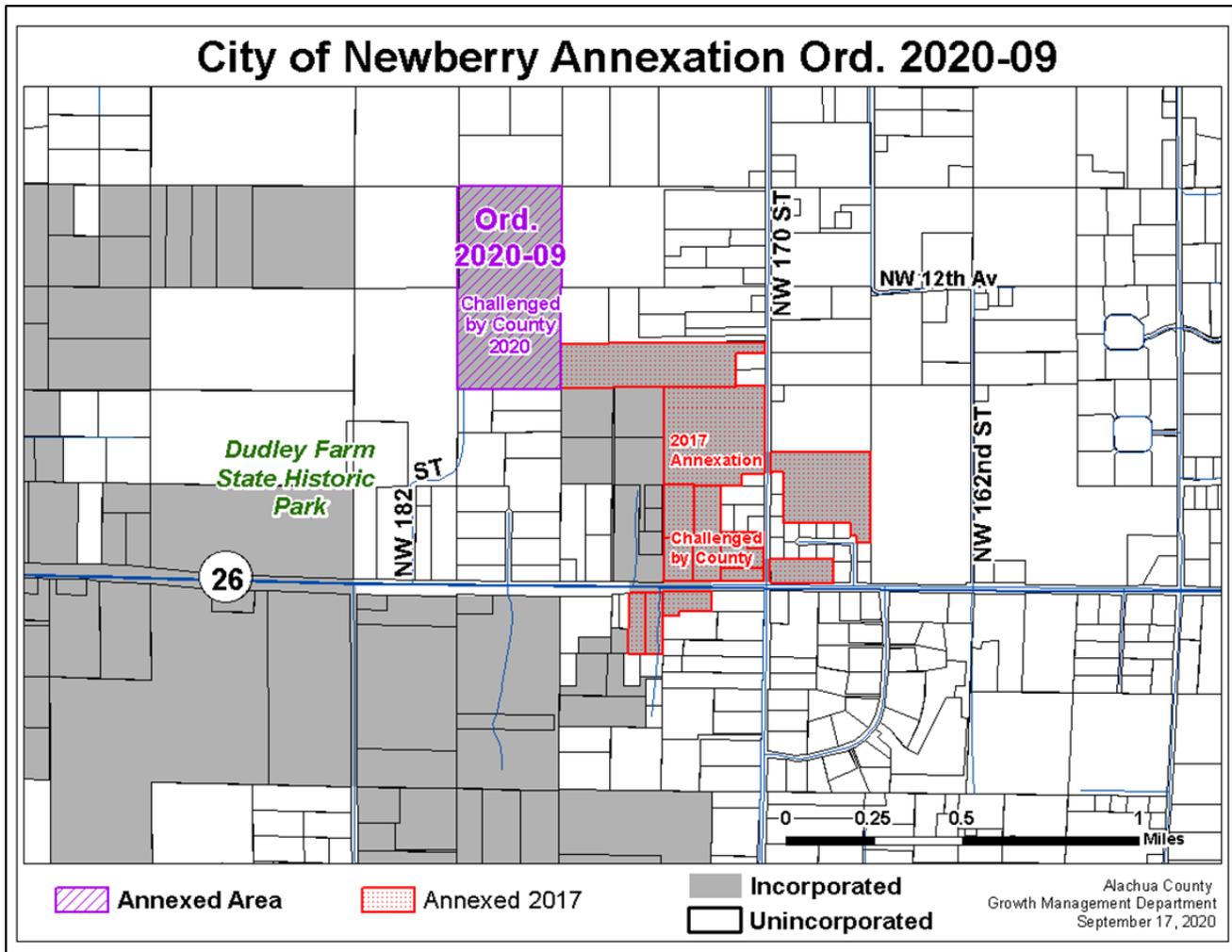
*"Enclave" means: Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality. - 171.031(13), Florida Statutes*



Annexation Ordinance 2020-06 (Hodge):

- 13 acres annexed.
- In County staff’s opinion, this annexation creates a new enclave within an existing larger enclave.
- County staff recommended that City attempt to annex the three new enclave parcels located east of the annexed parcels in order to avoid creation of the new enclave.

*“Enclave” means: Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality. - 171.031(13), Florida Statutes*

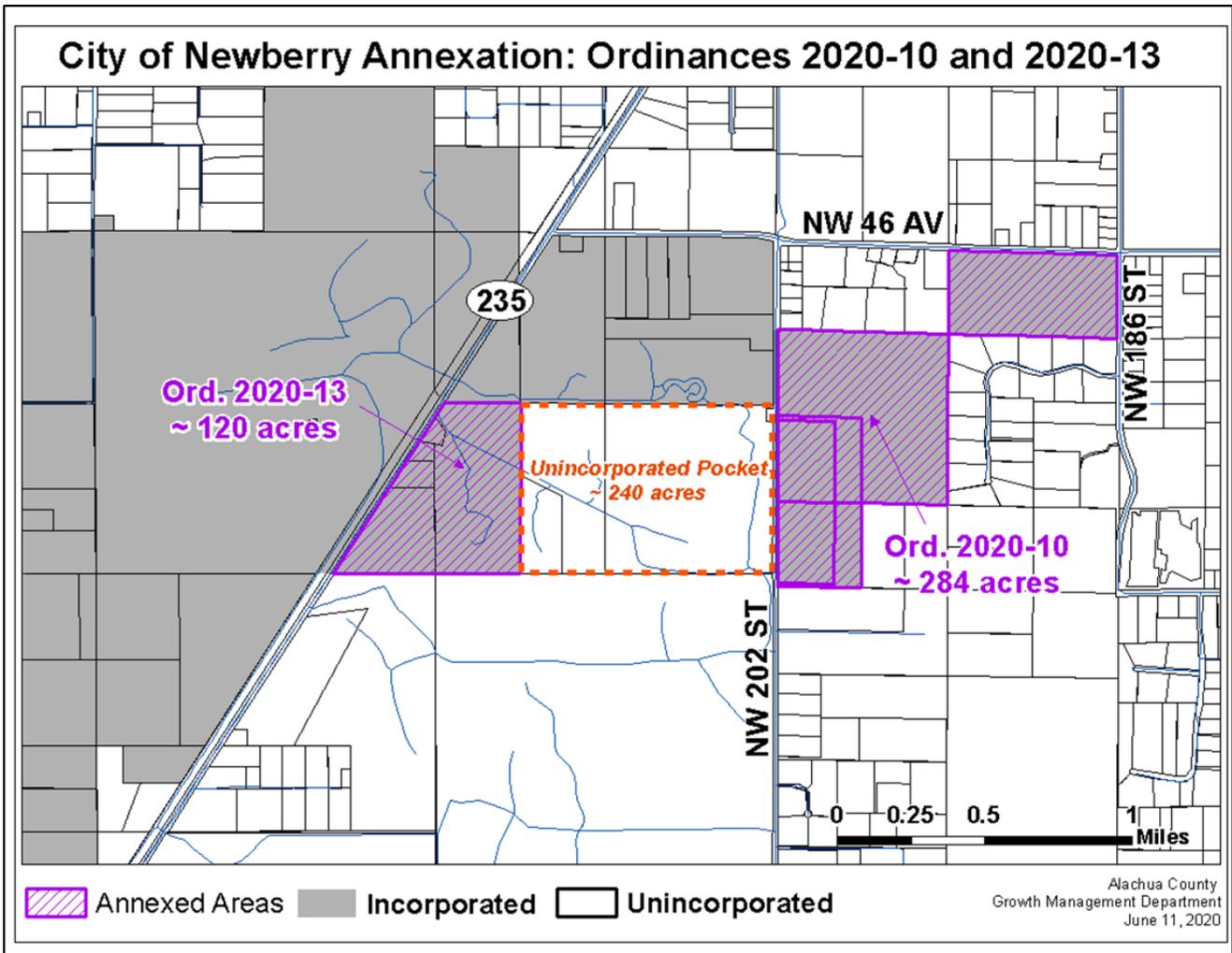


Annexation Ordinance 2020-09 (Emmel Family Partners):

- 80 acres annexed
- In County staff's opinion, annexation does not meet statutory requirements for compactness and contiguity.
- Adds on to 2017 City annexation that was challenged by the County on the basis that it did not meet the statutory requirements for compactness and contiguity.

*"Contiguous means that a substantial part of a boundary of the territory sought to be annexed...is coterminous with a part of the boundary of the municipality."* - Sec. 171.031(11), Florida Statutes

*"Compactness means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns."* - Sec. 171.031(12), Florida Statutes



Annexation Ordinance 2020-10 (Golden Pond Farms, Moore, and Fleming):

- 284 acres annexed
- In County staff’s opinion, annexation does not meet statutory requirements for compactness and contiguity.

Annexation Ordinance 2020-13 (Cates and Broome):

- 120 acres annexed
- In County staff’s opinion, annexation does not meet statutory requirement for compactness when viewed in combination with annexation 2020-10.

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*“Compactness means concentration of a piece of property in a single area and precludes any action which would create enclaves, pockets, or finger areas in serpentine patterns.” - Sec. 171.031(12), Florida Statutes*