

## ALACHUA COUNTY URBAN RESERVE INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the nine (9) municipalities in Alachua County, Florida, which are all municipal corporations and include the City of Alachua (“Alachua”), the Town of Archer (“Archer”), the City of Gainesville (“Gainesville”), the City of Hawthorne (“Hawthorne”), the City of High Springs (“High Springs”), the Town of La Crosse (“La Crosse”), the Town of Micanopy (“Micanopy”), the City of Newberry (“Newberry”), and the City of Waldo (“Waldo”).

### WITNESSETH

**WHEREAS**, Section 163.01, Florida Statutes, authorizes local governments to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Chapter 90-496, Special Acts, Laws of Florida, as amended by Chapter 91-382 and Chapter 93-347, Special Acts, Laws of Florida, created the “Alachua County Boundary Adjustment Act,” which set forth procedures for establishing municipal reserve areas and for adjusting the boundaries of municipalities within Alachua County; and

**WHEREAS**, in 2015, the Legislature of the State of Florida passed HB 1215 (Chapter 2015-199, Laws of Florida) and repealed the Alachua County Boundary Adjustment Act effective February 29, 2016; and

**WHEREAS**, as of February 29, 2016, Chapter 171, Florida Statutes, will govern annexation or contraction for the municipalities within Alachua County; and

**WHEREAS**, general annexation law under Chapter 171, Florida Statutes, does not include any provisions regarding municipal or urban reserve areas; and

**WHEREAS**, the purpose of this Agreement is to promote long-term planning for municipal annexations within Alachua County by establishing and maintaining urban reserve areas for each municipality within Alachua County, which reserve areas shall supplement any annexation pursuant to Chapter 171, Florida Statutes.

**NOW THEREFORE**, in consideration of the mutual benefits and covenants as set forth below, the parties agree as follows:

1. Agreement Term. This Agreement is effective on the date that the last of the parties executes this Agreement as indicated below and as written above and shall remain in effect for twenty (20) years from the effective date.
2. Adoption of Agreement. This Agreement shall be adopted by the parties’ respective

governing bodies by ordinance, resolution, or other method consistent with its respective charter.

3. Definitions. As used in this Agreement:

- a. “*Public notice*” means publication of the time and place of the hearing, including a short description of the proposed action, at least once a week for the two consecutive weeks immediately preceding the date of the hearing in a newspaper of general circulation in Alachua County.
- b. “*Urban in character*” means an area used for residential, urban recreational or conservation, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes, including any parcels of land retained in their natural state or kept free of development as greenbelt areas.
- c. “*Urban reserve area*” means an area designated pursuant to this Agreement that is reserved by a municipality for future annexation under general law.
- d. “*Urban services*” means any services, other than electric utility services, provided by a municipality on substantially the same basis and in the same manner, either directly or by contract, to its present residents.

4. Municipal Annexations within Alachua County. In addition to meeting the requirements of general law, a municipality within Alachua County may only annex land that is located within its urban reserve area.

5. Establishment of Urban Reserve Areas. The urban reserve areas adopted by the Alachua County Commission on August 9, 2011, and which became final on October 9, 2011, and which are attached hereto as Exhibit “A”, shall be designated as the urban reserve areas for the municipalities within Alachua County as of the effective date of this Agreement.

6. Amending Urban Reserve Area Designations.

- a. *Urban Reserve Review Board.* The Urban Reserve Review Board (“URRB”) is hereby created to hear requests to amend the boundaries of urban reserve area designations, and shall adopt administrative rules and procedures to further this purpose. The URRB shall consist of one elected official from each municipality within Alachua County, with each member appointed by his or her respective governing body. The Chair of the URRB shall be elected annually by the URRB and shall be responsible for receiving any petitions from municipalities to amend urban reserve areas, convening the board for a public hearing on such matter or any administrative matter, and maintaining public records of the board. The URRB shall meet no less than once every twelve months. A quorum shall consist of four-fifths (4/5) of the membership. A majority vote of the quorum is required for all action taken by the URRB, except for action on petitions to amend urban reserve areas as described in Section 6.b. below.
- b. *Petitions to amend urban reserve areas.* The governing body of any municipality within Alachua County may request an amendment to the boundaries of its respective urban reserve area by submitting a written petition to the Chair of the URRB, with a

copy to each municipality within Alachua County, that includes a map of the proposed amendment and documentation demonstrating that the proposed amendment complies with the criteria set forth in Section 7 of this Agreement. The URRB shall meet within 90 days of receiving a written petition. The entity requesting the amendment shall be responsible for paying any costs associated with amending its urban reserve area, including but not limited to costs to provide public notice of the meeting. The URRB shall approve or deny a petition based only on the criteria set forth in Section 7 of this Agreement and only upon at least a four-fifths (4/5) vote of the membership. If the URRB denies any portion of a municipality's request to amend its urban reserve area, that municipality may not make another request involving the same area for a period of one (1) year from the date the decision became final. The approval of a petition by the URRB shall become final 61 days after adoption. Any final order of the URRB may be appealed as provided by general law.

7. Criteria for Urban Reserve Areas.

a. Urban reserve areas designated for a municipality shall:

- i. Be adjacent to the municipality;
- ii. Be urban in character, or likely to become urban in character within the next 15 years; and
- iii. Be areas where population growth should be directed so as to promote efficient delivery of urban services, including police, fire protection, solid waste disposal, potable water, sanitary sewer, drainage or flood control, parks and recreation, housing, street lighting, transportation and other services, and to encourage more concentrated urban development.

b. Urban reserve areas designated for a municipality shall not:

- i. Contain areas located outside of Alachua County, contain areas within the corporate limits of another municipality, or contain areas within another municipality's urban reserve area;
- ii. Contain areas that could be provided with urban services more efficiently by Alachua County or another municipality;
- iii. Contain areas that the municipality will not, with a reasonable likelihood, be able to provide with the municipality's urban services within the next 15 years; or
- iv. Contain areas where the municipality will not, with a reasonable likelihood, have the capacity or capital facilities within the next 15 years to provide, at a minimum, the level of services provided by Alachua County.

8. Relationship to Existing Laws and Statutes. This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with the requirements of all applicable state or local laws.

9. Dispute Resolution. If there is a question or dispute about the construction or effect of this Agreement, a party to this Agreement shall initiate and proceed through the conflict resolution procedures established in Chapter 164, Florida Statutes. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in Chapter 164, Florida Statutes, the aggrieved party may file an action in circuit court.
10. Hold Harmless. Each party shall be solely responsible for the negligent or wrongful acts of its officials, employees and agents.
11. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by any party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
12. Severability. If any provision of this Agreement is declared void by a court of law, all other provisions shall remain in full force and effect.
13. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
14. Amendments and Waiver. This Agreement may only be amended, extended or terminated when done in writing signed by all the parties and executed with the same formality as this Agreement. No course of dealing shall be deemed a waiver of rights or an amendment of this Agreement.
15. Recording of the Agreement. Upon execution of this Agreement by all parties, the City of Gainesville will record this Agreement in the Public Records of Alachua County.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by duly authorized officials the day and year first above written.

WITNESSES:

CITY OF ALACHUA

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ He/She personally appeared before me and is: (check one of the below)

\_\_\_\_\_ personally known to me, or  
\_\_\_\_\_ produced the following type of identification:

\_\_\_\_\_

Executed and sealed by me on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_/\_\_/\_\_

WITNESSES:

**TOWN OF ARCHER**

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

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\_\_\_\_\_ produced the following type of identification:

\_\_\_\_\_

Executed and sealed by me on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_/\_\_/\_\_

WITNESSES:

CITY OF GAINESVILLE

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

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\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_/\_\_/\_\_

WITNESSES:

**CITY OF HAWTHORNE**

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

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COUNTY OF ALACHUA

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\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_/\_\_/\_\_



WITNESSES:

**CITY OF HIGH SPRINGS**

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

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COUNTY OF ALACHUA

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\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_/\_\_/\_\_

WITNESSES:

TOWN OF LA CROSSE

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

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COUNTY OF ALACHUA

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\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_/\_\_/\_\_

WITNESSES:

TOWN OF MICANOPY

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

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COUNTY OF ALACHUA

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\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_/\_\_/\_\_

WITNESSES:

**CITY OF NEWBERRY**

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

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\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission expires: \_\_/\_\_/\_\_

WITNESSES:

CITY OF WALDO

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

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