



MEMORANDUM

Office of the City Attorney

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TO: Mayor and City Commissioners
City Manager
Clerk of the Commission

DATE: September 7, 2000

FROM: Marion J. Radson, City Attorney 

SUBJECT: Alachua County Judicial Complex; Joint City/County Commission Mtg. 9/8/00

On Thursday afternoon, this office received a copy of key concepts that the County would like to use as the framework of the interlocal agreement between the City and the County pertaining to the Alachua County Judicial Complex and Parking Facility. Copies of the Conceptual Agreement were sent via internet to the Alachua County Board of County Commissioners on Thursday afternoon. A copy of the Conceptual Agreement is attached.

MJR/afm

Attachment

CONCEPTUAL AGREEMENT - ALACHUA COUNTY JUDICIAL COMPLEX AND PARKING FACILITY

The following are key concepts to be included in a draft interlocal agreement between the City of Gainesville and Alachua County pertaining to the Alachua County Judicial Complex and a parking facility to serve the complex:

PURPOSE: The purpose of the agreement is to provide for the construction of a judicial complex on a six-block parcel bounded on the east by South Main Street and on the north by S.W. 2nd Avenue and a parking facility in close proximity.

COUNTY OBLIGATIONS:

- The County shall acquire the property described above and pay for the cost of site preparation and construction and operation of the judicial complex.
- The County will guarantee payment of \$69,888.00 per year to the City in exchange for the City's guarantee that the parking facility will provide parking for jurors called to Alachua County court facilities. This obligation does not apply if the local government infrastructure service tax discussed below is used to build the judicial complex and parking facility.
- The County will provide the City the right to review and approve the exterior architectural features and appearance of the judicial complex.
- The County agrees to develop the judicial complex as a planned development under the City's land development code.

CITY'S OBLIGATIONS:

- The City will use its best efforts to vacate and close interior streets on the six-block parcel. Vacation of the streets will be coordinated with the County and closed on a phased schedule as necessary for the development of the judicial complex.
- The City will convey to the County for \$1.00 the parcel that is on the northeast corner of the six-block area (the parcel on the southwest quadrant of the intersection of S.W. 2nd Avenue and South Main Street). The deed will contain a restrictive covenant limiting the use of the property to a court facility and a reverter clause that provides the property will revert to the City if the construction of the complex is not commenced by a certain date.
- The City will construct a parking facility with a minimum of 375 parking spaces in close proximity to the judicial complex.
- The City will consider a planned development application submitted by the County and consider testimony from a County-acquired expert on courthouse security measures as it relates to the design of the facility and the placement of the facility on the site.

JOINT CITY/COUNTY OBLIGATION, LOCAL GOVERNMENT INFRASTRUCTURE SURTAX:

- The City and the County agree to approve an interlocal agreement providing for the distribution of the proceeds of the levy of a one-cent-for-one-year local government infrastructure surtax if the levy of this surtax is approved by a majority of electors in the County.
- The interlocal agreement will provide that the entire tax proceeds generated by the levy will be used to acquire and construct a judicial complex and parking garage in downtown Gainesville.
- The interlocal agreement will guarantee that a percentage distribution equivalent to \$5.5 million of the infrastructure surtax proceeds will be used for the parking facility.