

John R. "Jack" Durrance Auditorium  
County Administration Building  
12 Southeast First Street  
Gainesville, Florida



Tuesday, September 25, 2018

5:00 P.M.

**Board of County Commissioners**

District 1 Commissioner Mike Byerly

District 2 Chair Lee Pinkoson

District 3 Robert "Hutch" Hutchinson

District 4 Commissioner Ken Cornell

District 5 Vice-Chair Charles  
"Chuck" Chestnut

County Manager

Michele Lieberman

County Attorney

Sylvia Torres

## Approval of Public Hearing Agenda

1. Approve the agenda  
**Fiscal Consideration:** N/A  
**Recommended Action:** A Motion to Approve the Agenda: (a) approve any amendments to the Public Hearing Agenda; and (b) adopt the Public Hearing Agenda.

**Commissioner Cornell moved** to adopt agenda as published and move item 5 to follow item 7. **The motion carried 5-0.**

## Public Hearing

2. 5:01 PM Public Hearing: Adopt the Final Rates for the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District Non-Ad Valorem Assessment  
**Fiscal Consideration:** Public Hearing for the Preservation and Enhancement District Non-Ad Valorem Assessment.  
Collect approximately \$49,620 in Non-Ad Valorem Assessment to fund preservation and enhancement in the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement District.  
0572946564 - \$ 49,620.  
**Recommended Action:** Adopt the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement Final Assessment Resolution for Fiscal Year 20182019 and authorize the Chair to certify the Non-Ad Valorem Assessment Roll to the Tax Collector.

**Commissioner Hutchinson moved** to adopt the Sugarfoot Oaks/Cedar Ridge Preservation and Enhancement Final Assessment Resolution for Fiscal Year 20182019 and authorize the Chair to certify the Non-Ad Valorem Assessment Roll to the Tax Collector.

Commissioner Byerly read aloud a document that stated why he would be voting against the proposed budget amendments.

**The motion carried 4-1 with Commissioner Byerly voting "Nay".**

3. 5:01 PM Public Hearing: Adopt the Final Rates for the NW210, NW205, NW218, and NW202 Special Assessment District Non-Ad Valorem Assessment  
**Fiscal Consideration:** The proposed annual non-ad valorem assessment for the NW210/NW205/NW218/NW202 Special Assessment District for FY 20182019 are \$114.22/parcel which is reduced from the 20172018 amount of \$324.26/parcel.

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Approving this request will allow the County to collect approximately \$7,767 in non-ad valorem assessments to fund the NW210/NW205/NW218/NW202 Special Assessment District.

**Recommended Action:** Adopt the NW210, NW205, NW218, and NW202 Special Assessment District Resolution for Fiscal Year 20182019 and authorize the Chair to certify the Non-Ad Valorem Assessment Roll to the Tax Collector.

**Commissioner Cornell moved** to adopt the NW210, NW205, NW218, and NW202 Special Assessment District Resolution for Fiscal Year 20182019 and authorize the Chair to certify the Non-Ad Valorem Assessment Roll to the Tax Collector. **The motion carried 4-1 with Commissioner Byerly voting “Nay”.**

4. Adopt the FY19 Final Millage Rates and Final Budgets

**Fiscal Consideration:** General Fund \$173,348,843

Total Budget \$456,204,734.

**Recommended Action:** Conduct public hearing to adopt the final FY19 millage rates for the General County and MSTU-Law Enforcement Fund, and adopt the Final FY19 Budget.

Chair Pinkoson presented the introduction to the Public Hearing.

Count Attorney Torres presented the Overview of Truth-in-Millage Legislation.

County Manager Lieberman presented the explanation of the General County and Municipal Service Taxing Unit Final and Rolled Back Millage Rates.

Assistant County Manager Crosby presented the overview of the Final budget for fiscal year 2018-19

Chair Pinkoson invited citizens to comment on the fiscal year 2018-19 Final Millage Rates and Final Budget.

#### Public Comment

Chris Rose presented comments.

Assistant County Manager Crosby asked that any additional adjustments to the budget be made by motion at this time.

**Commissioner Hutchinson moved** to add \$25,000 to the Supervisor of Elections budget to cover hire unit costs for mail in ballots and a projected number of return ballots. The motion failed for lack of a second.

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Chair Pinkoson stated when speaking with Assistant County Manager Crosby he stated that it would be best to make a motion regarding the Supervisor of Elections when the end of year adjustments is made.

**Commissioner Cornell moved** to reduce the Final General County millage to 8.2829 mills, equal to the Rollback Rate, and MSTU for Law Enforcement millage to remain at 3.7240 mills and to amend the Tentative Total Budget by reducing \$2,267,764 from Ad Valorem tax revenue, offset with a reduction in reserves for Contingency in the General Fund to a new Final Total Budget of \$453,963,970.

Commissioner Byerly and Commissioner Hutchinson presented comments.

#### Public Comment

Jim Konish and Communications and Legislative Director Mark Sexton presented comments.

**The motion carried 3-2 with Commissioners Byerly and Hutchinson voting "Nay".**

County Manager Lieberman presented the explanation of the General County and Municipal Service Taxing Unit Final and Rolled Back Millage Rates.

Assistant County Manager Crosby asked that any additional adjustments to the budget be made by motion at this time.

County Manager Lieberman presented the adoption resolution establishing fiscal year 2018-19 final general County Millage Rates.

**Commissioner Cornell moved** the adoption of Resolution 18-70 Establishing FY19 Final General County Millage Rate. **The motion carried 3-2 with Commissioners Hutchinson and Byerly voting "Nay".**

**Commissioner Cornell moved** the adoption of resolution 18-71 adopting revenue estimates and the FY19 Final General County Budget. **The motion carried 3-2 with Commissioner Hutchinson and Byerly voting "Nay".**

County Manager Lieberman presented the adoption of resolution establishing Fiscal Year 2018-19 final municipal service taxing unit-law enforcement millage rate.

**Commissioner Hutchinson moved** the adoption of Resolution 18-72 establishing FY19 Final Municipal Service Taxing Unit-Law Enforcement millage rate. **The motion carried 4-1 with Commissioner Byerly voting "Nay".**

**Commissioner Hutchinson moved** the adoption of Resolution 18-73 adopting revenue estimates and the FY19 Final Municipal Service Taxing Unit-Law Enforcement Budget. **The motion carried 4-1 with Commissioner Byerly voting “Nay”.**

Chair Pinkoson concluded the Tentative Budget Hearing.

Assistant County Manager Crosby thanked Staff and Chair Pinkoson for their cooperation during the budget process.

**Public Comments (The earlier of 5:30PM or at the conclusion of the agenda)**

8. Public comments

**Fiscal Consideration:** N/A

**Recommended Action:** Hear Public Comments.

Jim Konish, Judy Hexler, Anthony Johnson and County Manager Lieberman presented comments.

6. Paynes Prairie Additions Serenola Tract Acquisition Contract (Alachua County Forever)

**Fiscal Consideration:** The total Contract purchase price is \$3,225,000. County's portion of acquisition costs are estimated to be \$3,000,000 (93% of \$3,225,000) plus approximately \$32,550 (93% of \$35,000) for due diligence and closing services. The Contract is based on a per/acre cost (\$29,054.05/acre) and a precise determination of the Serenola Tract's total acres will not be known until a survey is complete.

Alachua Conservation Trust will provide \$225,000 (7% of \$3,225,000) toward the purchase price, plus approximately \$2,450 (7% of \$35,000) for due diligence and closing services.

After the 2019 fiscal year budget is approved and becomes available, the Parks & Conservation Lands Department will request a Budget Amendment allocating approximately \$3,032,550 from the Wild Spaces Public Places funds into Paynes Prairie Additions Serenola project account for property acquisition and required closing costs.

Fund 021414160537 (Wild Spaces Public Places surtax funds).

**Recommended Action:** Request the Board: Approve and authorize the execution of the contract to purchase the Paynes Prairie Additions Serenola Tract; and Authorize the execution of additional documents as necessary to close the transaction.

Parks & Conservation Lands Director Charlie Houser presented the above item.

Commissioner Cornell and County Attorney Torres presented comments.

**Commissioner Hutchinson moved** to approve and authorize the execution of the contract to purchase the Paynes Prairie Additions Serenola Tract; and authorize the execution of additional documents as necessary to close the transaction with the following amendments:

1. Waive the County's Policy against contractual indemnity set forth in Resolution 2014-33, and approve and authorize the Chair to execute the contract to purchase the Paynes Prairie Additions – Serenola Tract.
2. Authorize the execution of any additional documents approved by the County Attorney's Office that are necessary to close the transaction.
3. To make the additional change to allow for the contract cancellation clause to be modified to vest with the County Manager.
4. The paragraphs below shall be amended as follows:

8. Conveyance: At closing, the Seller shall convey fee simple title of the COUNTY Parcel solely to the COUNTY and shall convey fee simple title of the ACT Parcel solely to the ACT, each by general warranty deed, free and clear of all liens and encumbrances except for those matters expressly allowed for herein or otherwise agreed to by the parties in writing. The Alachua County Board of County Commissioners authorizes the ~~Director of the County Parks and Conservation Lands Department~~ County Manager to accept liens and encumbrances related to the Property without requiring further approval of the Board. The ACT represents that the ACT Manager or designee is authorized to accept liens and encumbrances related to the PROPERTY without requiring further approval of the Board of Directors of ACT. The deeds of conveyance shall: (1) utilize the "metes and bounds" legal descriptions of the COUNTY'S and the ACT's respective portions of the PROPERTY as shown on the SURVEY; and (2) meet the standards of the CLOSING AGENT, the COUNTY, and the ACT as to form. Possession of the PROPERTY shall pass to the COUNTY and to the ACT at the time of closing.

10. TITLE EVIDENCE: Within then (10) days after the EFFECTIVE DATE, the COUNTY and ACT shall obtain the TITLE COMMITMENT. If the TITLE COMMITMENT reflects: (1) someone other than the SELLER has an ownership interest in any portion of the PROPERTY; (2) defects in title are present in any portion of the PROPERTY; (3) THAT THE PROPERTY has no legal access; and /or (4) exceptions to title that the COUNTY and/or ACT deem unacceptable, other than those matters that shall be discharged by the SELLER at or before closing (collectively referred to as the "Title Defects"), the COUNTY and/or ACT shall provide written notice to the SELLER of the Title Defects within forty (40) days after the EFFECTVE DATE. Should the COUNTY and/or ACT provide such timely notice to SELLER, the SELLER may elect to extend the CLOSING DATE seventy (70) days after the date of its receipt of such notice from the COUNTY or ACT (the "Extended CLOSING DATE") by delivering written notice to the COUNTY and/or ACT not less than five (%) days prior to the CLOSING DATE. If the SELLER is unable or unwilling to correct

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or remove the TITLE Defects within five (5) days prior to the CLOSING DATE or, if extended by SELLER pursuant to the foregoing, within five (5) days prior to the Extended CLOSING DATE, the COUNTY and ACT may either: (a) as jointly determined and agreed upon by the ~~Director of the COUNTY'S Parks and Conservation Lands Department~~ County Manager and the Executive Director of ACT, accept the Title Defects and close this transaction according to the terms of the CONTRACT no later than the Extended CLOSING DATE, if extended by SELLER pursuant to the foregoing; or (b) terminate the CONTRACT by written notice to the SELLER, as may be determined and elected by either the ~~Director of the COUNTY'S Parks and Conservation Lands Department~~ County Manager or the Executive Director of ACT, without the approval or agreement of the other, whereupon all parties shall be relieved of all further obligations under the CONTRACT. Notwithstanding anything else herein to the contrary, the SELLER shall, at closing, pay off, and discharged from the sale of proceeds, including, without limitation, mortgages, judgments, claims of lien and similar items.

11. SURVEY: Prior to CLOSING, the COUNTY and ACT shall obtain the SURVEY, If the SURVEY reflects any encroachments or other boundary defects in the PROPERTY that would adversely affect the marketability of any portion of the PROPERTY, and such defects are deemed unacceptable by the COUNTY and/or the ACT (collectively the "Survey Defects"), the COUNTY and/or ACT shall provide written notice to the SELLER of the Survey Defects not less than five (5) days prior to the CLOSING DATE. Should the County and/or ACT provide such timely notice to SELLER, the SELLER may elect to extend the CLOSING DATE seventy (70) days after the date of its receipt of such notice from the COUNTY and/or ACT (the "Extended CLOSING DATE") by delivering written notice to the COUNTY AND/OR act not less than five (5) days prior to the CLOSING DATE. If the SELLER is unable or unwilling to correct or remove the Survey Defects within five (5) days prior to the Extended CLOSING DATE, the COUNTY and ACT may either: a) as jointly determined and agreed upon by the Director of the ~~COUNTY'S Parks and Conservation Lands Department~~ County Manager and the Executive Director of ACT, accept the Title Defects and close this transaction according to the terms of the CONTRACT no later than the Extended CLOSING DATE, if extended by SELLER pursuant to the foregoing; or (b) terminate the CONTRACT by written notice to the SELLER, as may be determined and elected by either the Director of the ~~COUNTY'S Parks and Conservation Lands Department~~ County Manager or the Executive Director of ACT, without the approval or agreement of the other, whereupon all parties shall be relieved of all further obligations under the CONTRACT.
12. ENVIRONMENTAL: Prior to CLOSING, the COUNTY and ACT may, at the COUNTY and ACT's option and expense, have an environmental site assessment performed on the PROPERTY. If the results of any ENVIRONMENTAL REPORTS furnished to the COUNTY and ACT by a third party consultant or the SELLER reveal that any portion of the PROPERTY is contaminated or violates applicable federal, state or local laws, ordinances, codes, rules, orders or regulations relating to pollution or protection of the environment or to threatened or endangered species (collectively the "Environmental Defects"), the County and/or ACT shall provide written notice to the SELLER of the Environmental Defects not less than fifteen (15) days prior to the CLOSING DATE. Should the County and/or ACT provide such timely notice to SELLER, the SELLER may elect to extend the CLOSING DATE seventy (70) days after the date of its receipt of such notice from the COUNTY or ACT (the "Extended CLOSING DATE") by delivering written notice to the COUNTY and/or ACT not less than five (5) days prior to the CLOSING DATE. If the SELLER is unable or unwilling to correct or remove the Environmental Defects within five (5) days prior to the CLOSING DATE or, if extended by SELLER pursuant to the foregoing, within five (5) days prior to the Extended CLOSING DATE, the COUNTY and

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ACT may either; (a) as jointly determined and agreed upon by the ~~Director of the COUNTY'S Parks and Conservation Lands Department~~ County Manager and the Executive Director of ACT, accept the Environmental Defects and close this transaction according to the terms of the CONTRACT no later than the Extended CLOSING DATE, if extended by SELLER pursuant to the foregoing; or (b) terminate the CLOSING DATE, if extended by SELLER, as may be determined and elected by either ~~Director of the COUNTY'S Parks and Conservation Lands Department~~ County Manager or the Executive Director of ACT, without the approval or agreement of the other, whereupon all parties shall be relieved of all further obligations under the CONTRACT.

13. CASUALTY LOSS: In the event any portion of the improvements located on the PROPERTY is damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to closing, to an extent greater than Two Thousand and No/100 Dollars (\$2,000.00) in value, then the COUNTY and ACT, as determined by the ~~Director of the COUNTY'S Parks and Conservation Lands Department~~ County Manager and agreed upon with the Executive Director of ACT, may either: (a) accept such loss and close this transaction according to the terms of the CONTRACT; or (b) terminate the CONTRACT by written notice to the SELLER, whereupon all parties shall be relieved of all further obligations under the CONTRACT. Provided, however, if the COUNTY and ACT proceed to closing, the SELLER shall be obligated to repair all damage to the improvements to the extent covered by insurance, regardless of the amount of such damage. Should the COUNTY and ACT be unable to reach an agreement as to whether the loss or damage is acceptable, either the COUNTY or the ACT may provide the SELLER with such notice, and this CONTRACT shall terminate immediately, whereupon all parties shall be relieved of all further obligations under the CONTRACT.
  
14. Personal Property: Prior to CLOSING, the COUNTY and ACT may, at the COUNTY and ACT's option and expense, perform visual inspection of the PROPERTY. If the results of the visual inspection reveal that any portion of the PROPERTY contains personal property, refuse, garbage, junk, rubbish, trash and debris (the "Debris"), the COUNTY and/or ACT may provide written notice to the SELLER of the Debris not less than fifteen (15) days prior to the CLOSING DATE. Should the COUNTY and/or ACT provide such timely notice, the SELLER may elect to extend the CLOSING DATE seventy (70) days after the date of its receipt of such notice from the COUNTY or ACT (the "EXTENDED CLOSING DATE") by delivering written notice to the COUNTY and/or ACT not less than five (5) days prior to the CLOSING DATE. If the SELLER is unable or unwilling to remove the DEBRIS within five (f) days prior to the CLOSING DATE or, if extended by SELLER pursuant to the foregoing, within five (5) days prior to the Extended CLOSING DATE, the COUNTY and ACT may either: (a) as jointly determined and agreed upon by the County Manager ~~Director of the COUNTY's Parks and Conservation Lands Department~~ and the Executive Director of ACT, accept the PROPERTY with the Debris and close this transaction according to the terms of the CONTRACT no later than the Extended CLOSING DATE, if extended by SELLER pursuant to the foregoing; or (b) terminate the CONTRACT by written notice to the SELLER, as may be determined and elected by either the County Manager ~~Director of the COUNTY's Parks and Conservation Lands Department~~ Or the Executive Director of ACT, without the approval or agreement of the other, whereupon all parties shall be relieved of all further obligations under the CONTRACT.

Commissioner Byerly and County Attorney Torres presented comments.

Public Comment



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Anthony Johnson, Chris Rose, Tom Kay, Bruce Blackwell, Commissioner Hutchinson, Charlie Houder, Tom Kay and Commissioner Cornell presented comments.

**The motion carried 4-1 with Commissioner Byerly voting “Nay”.**

7. Public Hearing on Airboat Ordinance Amendment

**Fiscal Consideration:** Any potential expenses are currently unfunded.

**Recommended Action:** Adopt the ordinance amending Alachua County Code in order to increase the County's ability to enforce the Nighttime Airboat Curfew ordinance.

County Attorney Torres presented the above item.

**Commissioner Byerly moved** Staff's recommendation to adopt the ordinance amending Alachua County Code in order to increase the County's ability to enforce the Nighttime Airboat Curfew ordinance.

Judy Hexler, Commissioner Cornell, Commissioner Byerly, Jim Hallback, County Attorney Torres, Commissioner Byerly, County Manager Lieberman, Charlie Houder, County Attorney Torres, Chair Pinkoson, Count Manager Lieberman and Commissioner Byerly presented comments.

**The motion carried 3-2 with Commissioner Hutchinson out of the room and Chair Pinkoson voting “Nay”.**

5. First Public Hearing for Amendments to the Unified Land Development Code (ULDC)

**Fiscal Consideration:** N/A

**Recommended Action:** Conduct the first public hearing and provide staff with any additional direction in preparation for adoption hearing.

Growth Management Planner Leslie McClendon presented the above item.

Commissioner Byerly, Deputy County Manager Harriot, Chair Pinkoson, Commissioner Byerly, Commissioner Cornell, Chair Pinkoson, Commissioner Byerly, Missy Daniels, Commissioner Cornell, Chair Pinkoson, Missy Daniels, Commissioner Byerly, Public Works Lawani?, Chair Pinkoson, Leslie McLendon, Missy Daniels, Commissioner Byerly, Chair Pinkoson and Missy Daniels presented comments.

Public Comment

Anthony Johnson, Lawit Lawani, Commissioner Hutchinson and Chris Rose presented comments.

## Closing Comments

9. Closing comments from the public

**Fiscal Consideration:** N/A

**Recommended Action:** Hear closing comments from the public.

Anthony Johnson, Commissioner Byerly and County Manager Lieberman presented comments.

10. Closing comments from Commissioners

**Fiscal Consideration:** N/A

**Recommended Action:** Hear closing comments from Commissioners.

No comments were presented.

## Adjourn

There being no further business before the Board, the meeting was adjourned at 7:20 P.M.