



### City Council Agenda Form

Meeting Date: February 22, 2021

Department: Administration

Public Hearing:  Yes  No

For Clerk's Use Only  
AGENDA ITEM #

X		
<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

**Presenter:** Mayor Bob Campbell

**Request Type:**  Informational  Discussion  Action Item

**Does this item require legal review?**  Yes  No **City Attorney E-Mail attached?**  Yes  No

**Time Required for Request:** 1 Minutes

**Agenda Item Title:** Interlocal Agreement Concerning the Road & Bridge Ad Valorem Tax Amendment #2

Subject: County Requesting Amendment to Current Agreement

**Attachment(s):** Original Agreement with Amendment 1 & Amendment 2

**Brief Summary:** Update of Current Agreement for Road & Bridge Ad Valorem Tax

**Action Requested:** Request Approval of Amendment #2

**Issue Overview:**

Background Information & Issue Summary: Update to Agreement Established in 2016

**Financial Impacts:** Shared Ad Valorem Tax Revenue with County for Road & Bridge

**Staff Recommendations/Comments:** Approve Amendment #2

## **Lisa Gierlinski**

---

**From:** Clay Adkinson <Clay@adkinsonlaw.com> on behalf of Clay Adkinson  
**Sent:** Wednesday, February 17, 2021 9:50 AM  
**To:** Lisa Gierlinski  
**Cc:** Maryanne Schrader; Debra Gibson  
**Subject:** **[\*\* Caution: FILE ATTACHED \*\*]** Re: **[\*\* Caution: FILE ATTACHED \*\*]** RE: **[\*\* Caution: FILE ATTACHED \*\*]** RE: **[\*\* Caution: FILE ATTACHED \*\*]** RE: **[\*\* Caution: FILE ATTACHED \*\*]** RE: **[\*\* Caution: FILE ATTACHED \*\*]** RE: **[\*\* Caution: FILE ATTACHED \*\*]** RE: Amendment No. 2 to Road & Bridge Tax Interlocal Agreement

Approved

Clay B. Adkinson  
Attorney-at-Law  
Adkinson Law Firm, LLC  
[P.O. Box 1207](#)  
[DeFuniak Springs, FL 32435](#)  
[\(850\) 892-5195 / Fax: \(850\) 892-3013](#)  
[clay@adkinsonlaw.com](mailto:clay@adkinsonlaw.com)

---

The contents of this e-mail message, and/or any attachments included herein, are privileged and confidential, and may contain Protected Legal Information. The contents of this communication are intended solely for the use of the individual(s) and/or entity(s) named.

If the reader of this message is not the intended recipient, or not entitled to access this Protected Legal Information, you are hereby notified that any dissemination, distribution, or reproduction of this communication is strictly prohibited.

If you have received this communication in error, please notify the sender by replying to the sender and then permanently delete this e-mail.

On Feb 17, 2021, at 9:46 AM, Lisa Gierlinski <adminassist@defuniaksprings.net> wrote:

Clay,

Will you please give me approval for the attached agreement. Is this okay to place on the next agenda?

Thank you,  
Lisa

**Lisa Gierlinski**  
Administrative Assistant  
City of DeFuniak Springs  
71 US Hwy 90 W (P.O. Box 685)  
DeFuniak Springs, Florida 32433 (32435)  
Phone (850) 892-8500 X 104  
Fax (850) 892-8506  
[www.defuniaksprings.net](http://www.defuniaksprings.net)

**AMENDMENT NO. 2  
TO  
INTERLOCAL AGREEMENT  
CONCERNING THE ROAD AND BRIDGE AD VALOREM TAX**

This Amendment is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, to the Interlocal Agreement Concerning the Road and Bridge Ad Valorem Tax (hereinafter the "Agreement") dated November 30, 2016, with Amendment No. 1 dated September 18, 2017, between **THE CITY OF DEFUNIAK SPRINGS, FLORIDA**, a municipality of the State of Florida, hereinafter the "City" and **WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida hereinafter the "County".

WHEREAS, County entered into an Agreement with the City to memorialize the standing practice of dividing Road and Bridge taxes assessed and collected throughout Walton County and within the municipal boundaries of the City of DeFuniak Springs; and

WHEREAS, County and City wish to amend said Agreement to correct the name of the entity making payment to the City, provide a contract term, and include language for payment due notification; and

WHEREAS, it is in the best interest and welfare of the citizens of the City of DeFuniak Springs and Walton County to correct the name of the entity making payment to the City, provide a contract term, and include language for payment due notification.

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Paragraph 3 shall be replaced in its entirety with the following:

Drafted by the Office of the County Attorney.

Approved by the DeFuniak Springs City Council \_\_\_\_\_, 2021.

Approved by the Board of County Commissioners \_\_\_\_\_, 2021.

The City of DeFuniak Springs shall notify the County prior to September 30<sup>th</sup> of each fiscal year that payment is due, pursuant to this Agreement. The County shall calculate the amount due and remit payment to the City within 30 days, with the County paying any commissions due for collections or assessment on said amount. The amount due to the City shall be calculated by taking the amount of the Road and Bridge Fund dedicated to road maintenance and dividing that amount by the total miles of county maintained roads (dirt and pavement) for a per mile maintenance cost. The countywide per mile maintenance cost will be applied to the total miles of county maintained roads within the City limits of DeFuniak Springs as identified in Exhibit A.

2. The following paragraph shall be added to the Agreement as Paragraph 10: This agreement shall remain in full force in perpetuity, unless earlier terminated by either party by the giving of a thirty (30) day written notice prior to the commencement of each fiscal year.

**All other terms of the Agreement remain in full force and effect.**

Upon execution, this Amendment and any subsequent amendments shall be filed with the Clerk of Circuit Court of Walton County, Florida, in accordance with Section 1653.01, Florida Statutes.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

Drafted by the Office of the County Attorney.  
Approved by the DeFuniak Springs City Council \_\_\_\_\_, 2021.  
Approved by the Board of County Commissioners \_\_\_\_\_, 2021.

**CITY OF DEFUNIAK SPRINGS, FLORIDA**

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Robert "Bob" Campbell, Mayor

Date: \_\_\_\_\_

**WALTON COUNTY, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Alex Alford, Clerk of Circuit Court  
And County Comptroller

By: \_\_\_\_\_  
Trey Nick, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Walton County Attorney

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

Drafted by the Office of the County Attorney.  
Approved by the DeFuniak Springs City Council \_\_\_\_\_, 2021.  
Approved by the Board of County Commissioners \_\_\_\_\_, 2021.

**AMENDMENT NO. 1  
TO  
INTERLOCAL AGREEMENT  
CONCERNING THE ROAD AND BRIDGE AD VALOREM TAX**

This Amendment is made this 18<sup>th</sup> day of ~~August~~ <sup>September</sup>, 2017, to the Interlocal Agreement Concerning the Road and Bridge Ad Valorem Tax (hereinafter the "Agreement") dated November 30, 2016, between **THE CITY OF DEFUNIAK SPRINGS, FLORIDA**, a municipality of the State of Florida, hereinafter the "City" and **WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida hereinafter the "County".

WHEREAS, County entered into an Agreement with the City to memorialize the standing practice of dividing Road and Bridge taxes assessed and collected throughout Walton County and within the municipal boundaries of the City of DeFuniak Springs; and

WHEREAS, County and Contractor wish to amend said Agreement to modify the method by which payment to the City is made; and

WHEREAS, it is in the best interest and welfare of the citizens of Walton County to modify the method by which payment to the City is made.

NOW, THEREFORE, the Agreement is hereby amended to reflect that the amount due annually to the City for road and bridge maintenance shall be paid upon request by the City to the County after December 1<sup>st</sup> of each fiscal year.

**All other terms of the Agreement remain in full force and effect.**

Upon execution, this Amendment and any subsequent amendments shall be filed with the Clerk of Circuit Court of Walton County, Florida, in accordance with Section 1653.01, Florida Statutes.

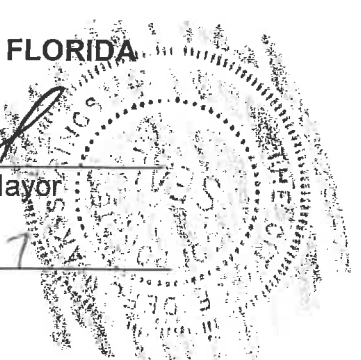
ATTEST:

Roseetta A. Gaird  
City Clerk

CITY OF DEFUNIAK SPRINGS, FLORIDA

By: Bob Campbell  
Robert "Bob" Campbell, Mayor

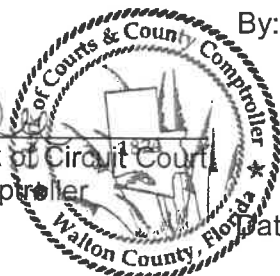
Date: September 18, 2017



ATTEST:

WALTON COUNTY, FLORIDA

By: Doni Gaird  
Alex Alford, Clerk of Circuit Court  
And County Comptroller

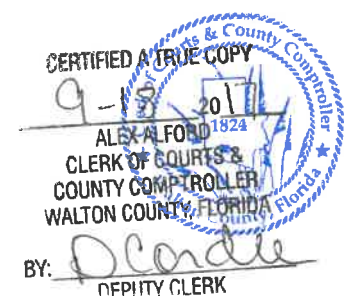


By: Cecilia Jones  
Cecilia Jones, Chair  
Board of County Commissioners

Date: September 18, 2017

APPROVED AS TO FORM:

Sidney N. Noyes  
Sidney N. Noyes, County Attorney  
Walton County, Florida



Drafted by the Office of the County Attorney.  
Approved by the Board of County Commissioners August 22, 2017.

**INTERLOCAL AGREEMENT  
CONCERNING THE ROAD AND BRIDGE AD VALOREM TAX**

**THIS AGREEMENT** is made and entered into this 30<sup>th</sup> day of November, 2016, by and between **THE CITY OF DEFUNIAK SPRINGS, FLORIDA**, a municipality of the State of Florida, hereinafter referred to as "**the City**" and **WALTON COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "**the County**".

**WHEREAS**, The City and County have historically operated under an understanding related to the division of Road and Bridge taxes assessed and collected throughout Walton County and within the municipal boundaries of the City of DeFuniak Springs, and both parties mutually agree a continued division in accord with historical practice is appropriate and in the public's interest, and;

**WHEREAS**, the Walton County Tax Collector has requested a formal memorialization of this standing practice, and the City and County have the power to enter into such a formal agreement through an Interlocal Agreement as provided for in Florida Statutes.

**Now, Therefore**, The City and County hereby agree as follows:

1. The City shall receive a portion of Walton County Board of County Commissioners' Road and Bridge taxes collected by the Walton County Tax Collector's office for Roads and Bridges.
2. These funds are for the purpose of providing the City funds to maintain the County roads and rights of way located within the City limits of DeFuniak Springs, Florida (See Exhibit A.)
3. The amount due to the City shall be calculated by taking the amount of the Road and Bridge Fund dedicated to road maintenance and dividing that amount by the total miles of county maintained roads (dirt and pavement) for a per mile maintenance cost. The countywide per mile maintenance cost will be applied to the



total miles of county maintained roads within the City limits of DeFuniak Springs as identified in Exhibit A. This amount will be due annually to the City of DeFuniak Springs for road and bridge maintenance. This amount is to be deducted from Board of County Commissioners' Road and Bridge collections and forwarded to the City by the Tax Collector's office with the Board paying any commissions due for collections or assessment on said amount.

4. City Responsibilities: The City of DeFuniak Springs will be responsible for maintaining county roads and rights of way within the city limits including the performance of the following;
  - a. Pavement Patching (potholes)
  - b. Regulatory Sign Maintenance
  - c. Street Sign Maintenance
  - d. Side Ditch Maintenance (existing)
  - e. Other Drainage Maintenance (swales, outfalls)
  - f. Shoulder Repair (County to furnish fill dirt to City)
  - g. Sidewalk Maintenance
  - h. Drainage Structures (cleaning, unstopping)
  - i. Debris Removal
  - j. Litter Removal
  - k. Dead Animal Removal
  - l. Mowing
  - m. Tree Trimming
  - n. Emergency Road Repair caused by City Utility

County Responsibilities: The County will be responsible for the following utilizing the same criteria and standards as in the assessment of all county maintained roads.

- a. Pavement Marking Maintenance
  - b. Asphalt overlays
  - c. Emergency Road and Right of Way Repair caused by Act of God
  - d. Culvert Replacement
5. The County Administrator and City Manager, or their designees, shall be the representatives of their respective entities.
  6. This agreement shall be construed in accordance with the applicable laws of the state of Florida. If any provision of this agreement violated any statute or rule of the state of Florida, it is considered modified to conform to that statute or rule of law.

Drafted by the Office of the County Attorney.

Approved by the Board of County Commissioners November 22, 2016.



WALTON COUNTY, FLORIDA  
ATTEST:

Dori Coakley  
Alex Alford, Clerk of Circuit Court  
And County Comptroller

By: Sara Comander  
Sara Comander, Chair  
Board of County Commissioners

Date: November 30, 2016

APPROVED AS TO FORM:

Mark D. Davis  
Mark D. Davis, County Attorney

CERTIFIED A TRUE COPY  
November 30, 2016  
ALEX ALFORD  
CLERK OF COURTS &  
COUNTY COMPTROLLER  
WALTON COUNTY, FLORIDA  
BY: [Signature]  
DEPUTY CLERK

Drafted by the Office of the County Attorney.  
Approved by the Board of County Commissioners November 22, 2016.

**COUNTY MAINTAINED ROADS WITHIN  
DeFUNIAK SPRINGS CITY LIMITS  
Expenditures from 2010-2015**

Road Name	Length in City/ft	Total Length/ft	Pro Rata %	Expenditures	Total	Comments	LIMITS
A O CAMPBELL DR	443	443	100	\$ -	\$ -		S. Norwood Road west 443 feet
ANDREWS AVE	689	1954	35.3	\$ 5,080.00	\$ 1,793.24		N. Davis Lane east 689 feet
BAY ST	877	877	100	\$ 24,432.00	\$ 24,432.00	Asphalt Overlay 2015	Co. Hwy 280 east 877 feet
BOB SIKES RD	4231	32947	12.8	\$ 89,104.00	\$ 11,405.31		US Hwy 331 west 4231 feet
BRUCE AVE	4364	4364	100	\$ 9,409.00	\$ 9,409.00		US Hwy 331 to S. 2nd Street
CARDINAL AVE	459	459	100	\$ -	\$ -		S. Norwood Road west 459 feet
CO HIGHWAY 280 E/ Bay Ave	7392	7392	100	\$ 14,647.00	\$ 14,647.00		S. 2nd Street east 7392 feet
CONSTITUTION AVENUE	637	637	100	\$ -	\$ -		N. Davis Lane east 637 feet
CORA LEE LN	886	686	100	\$ 459.00	\$ 459.00		Hwy 83 west 686 feet
COY BURGESS LOOP	3125	35693	8.8	\$ 93,881.00	\$ 8,261.53		Us Hwy 331 west 3125 feet
DORSEY AVENUE	5016	5016	100	\$ 1,347.00	\$ 1,347.00		Baldwin Avenue to S. Norwood Road
FALLEN HEROES WAY	634	634	100	\$ -	\$ -		Walton Road north/east 634 feet
GENE HURLEY RD	6727	6727	100	\$ 4,633.55	\$ 4,633.55		Hwy 90 to South east corner of ball park
HEATHER LN	1046	1046	100	\$ 37.00	\$ 37.00		Hwy 83 west 1046 feet
HILL ST EAST	2376	2376	100	\$ 539.00	\$ 539.00		S. 2nd Street east 2376 feet
HUBBARD ST	4137	4137	100	\$ -	\$ -		Bruce Avenue south 4137 feet
INGRAM RD*	2006	2006	50	\$ -	\$ -	W1/2 road in city / E 1/2 road in county	Co Highway 280A to end of road or 2006 feet
JOHN BALDWIN RD	2830	2830	100	\$ -	\$ -		Walton Road north 2830 feet
JUNIPER LAKE RD	2103	12566	16.7	\$ 13,157.00	\$ 2,197.22		Walton Road north 1347 feet and additional 756' segment to the north

Drafted by the Office of the County Attorney.  
Approved by the Board of County Commissioners November 22, 2016.

LISA LN	1263	1263	100	\$	\$	\$	\$	\$	Walton Road south 1263 feet
MCCALL DAIRY RD	1527	7022	21.7	\$	\$ 24,204.00	\$	\$ 5,252.27		Co Highway 280A east 1527 feet
MONROE ST	642	1848	34.7	\$	2,630.00	\$	912.61		Howell Avenue north 642 feet
N DAVIS LN	2145	3379	63.5	\$	69,078.35	\$	43,864.75	Asphalt Overlay 2013	Hwy 90 north 2145 feet
OAKLAWN SQ	792	792	100	\$	-	\$	-		could not determine maintenance limits
S 2ND ST	6600	6600	100	\$	7,527.00	\$	7,527.00		Intersection of S. 2nd St and Co Hwy 280 south 6600 feet
S NORWOOD RD	890	2482	35.9	\$	48,597.00	\$	17,446.32	Asphalt Overlay	Dorsey Ave north 890 feet
STEELE CHURCH RD*	2693	4435	0.304	\$	13,240.00	\$	4,024.96	W 1/2 road in city / E 1/2 road in county	Bob Sikes Rd south 2693 feet
WALTON RD	10100	10454	96.6	\$	37,610.00	\$	36,331.26		Us Hwy 331 to Hwy 83 (short segment subtracted out)
WASHINGTON ST	380	380	100	\$	-	\$	-		Co Hwy 280 south 380 feet
WILL KELLY AVE	682	682	100	\$	-	\$	-		N. Davis Lane east 862 feet
CO HIGHWAY 280A*	4752	23339	10.2	\$	223,193.00	\$	2,765.68	W 1/2 road in city / E 1/2 road in county	I-10 south to 4752 feet
HOWELL AVENUE	357	2112	16.9	\$	3,552.00	\$	600.29		N. Davis Lane east 357 feet
<b>Totals</b>	<b>82601</b>						<b>\$ 224,131.99</b>		
									* pro rata share was halved on these roads. City limits splits roadway
									\$224,131.99/5 YRS = \$44,826.40 Avg per Yr
									82601/5280 = 15.64 mi maintained within City