

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

Jeff M. Hardison / *HardisonInk.com* / 352-493-9950

2. MEETING DATE:

Feb. 21, 2017

3. REQUESTED MOTION/ACTION:

Approve the purchase of \$5,000 worth of delinquent tax notices advertisement from *HardisonInk.com* (a daily news website that serves Levy, Dixie and Gilchrist counties) for this one year.

4. Agenda Presentation

Time Requested: 15 minutes

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES_ NO_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES__ NO__ BUDGET OFFICER APPROVAL ____ DATE

6. Background: Why is the action necessary, and What action will be accomplished)

This action increases the marketing of sales of delinquent tax certificates to possible buyers. It will be visible to all people via the internet for free. It will be promoted on *HardisonInk.com*. This is necessary to increase the odds of having a 100 return rate on people paying the ad valorem property tax for this one year.

If approved, Levy County potentially would be the first Florida county to go beyond the mandatory minimum for this form of advertisement via an independent daily news website.

The weekly newspaper's representatives may note it is required to place legal ads on a website. This is better than that. The weekly newspaper is owned by a Florida corporation, which is owned solely by a Kentucky corporation. I am a resident of Levy County, and my daily news website is owned by me.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS / IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO	YES__ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners

Agenda Item Summary

This completed form is required to be turned in at the Board of County Commission Office by noon on Wednesday before the Tuesday Regular Meeting

1. NAME/ORGANIZATION/TELEPHONE:

Barbara Robbie Blake / Homeowner / Business Owner

2. MEETING DATE:

2/21/17

3. REQUESTED MOTION/ACTION:

Would like to present petition and ask questions relating to safety, fire protection emergency planning in the event of Pipeline leak or explosion.

4. Agenda Presentation

Time Requested: 15-20 min
(Request will be granted if possible)

ALLOTTED TIME NOT MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ___ NO ___ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ___ NO ___ BUDGET OFFICER APPROVAL ___ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Not enough information to public on these matters.

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO	YES ___ NO

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

Levy County Board of County Commissioners

Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:
 Wilbur Dean, County Coordinator

2. MEETING DATE:
 2/21/2017

3. REQUESTED MOTION/ACTION:

Request approval of interlocal Agreement between Levy County and the City of Williston for the collection of impact fees.

4. Agenda Presentation

Time Requested: _____
 (Request will be granted if possible)

**ALLOTTED TIME NOT
 MORE THAN 15 MINUTES**

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES_ No_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES_ No_ BUDGET OFFICER APPROVAL _____ DATE

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE (YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES_ No	YES_ No	YES_ No	YES_ No	YES_ No	YES_ No

8. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED DATE TO BRING BACK:
- OTHER SPECIFY:

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into on the _____ day of _____, 201__ between Levy County, Florida, by its governing body (hereafter the ACounty@) and the City of Williston, Florida, by its governing body (hereafter the ACity@).

WHEREAS, the County has adopted Ordinance 2005-08, the Comprehensive Impact Fee Ordinance, and Ordinances 2016-01 and 2016-02 which amended the Comprehensive Impact Fee Ordinance (Ordinance 2005-08, as amended by Ordinance 2016-01 and Ordinance 2016-02, as the same may be amended throughout the term of this Agreement, shall be referred to hereafter as the ACounty Ordinance@), which requires future construction to contribute its fair share of the cost of capital facilities and improvements for Emergency Medical Services (the AEMS Impact Fee@), Parks and Recreation (the APark Impact Fee@) and Roads (the ARoad Impact Fee@) which are necessary to accommodate such growth; and

WHEREAS, the EMS Impact Fee imposed under the County Ordinance shall be imposed throughout Levy County, including both the unincorporated area and within the boundaries of all municipalities; and

WHEREAS, the parties are desirous of establishing a uniform procedure for the collection and disbursement of the EMS Impact Fees imposed under the County Ordinance to assist the public in complying with the applicable ordinances and procedures of the parties to this agreement; and

WHEREAS, in 2010, the parties previously voted to enter into an interlocal agreement (the "2010 interlocal agreement") which was substantively the same as this Interlocal Agreement, the City executed the 2010 interlocal agreement in 2010; however, the 2010 interlocal agreement was not executed by the County or filed with the Clerk of the Circuit Court for finalization.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, receipt of which is hereby acknowledged by all parties to this agreement, the parties hereby agree, stipulate and covenant as follows:

1. This Interlocal Agreement (hereafter the "Agreement") is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act contained in Section 163.01, Florida Statutes, and the County Ordinance. This Agreement supersedes and replaces the 2010 interlocal agreement which shall be of no force and effect.

2. Terms used in this Agreement shall have the meanings set forth in the County Ordinance, unless the context otherwise clearly requires.

3. The City hereby agrees to assist and cooperate with the County in the collection of the EMS Impact Fees on and after the effective date of the County Ordinance, within the boundaries of the City by requiring that the applicant shall pay to the City the applicable EMS Impact Fees imposed by the County Ordinance prior to the issuance of a Building Permit by the City for all non-exempt Emergency Medical System Impact Construction for which a Building Permit was applied for on or after the effective date of this Agreement. Attached as Exhibit A (EMS Impact Fees), and incorporated herein by this reference, is the schedule of fees adopted by the County Ordinance. Such fees are exhibited for identification and may be changed from time to time in accordance with Paragraph 6. The City shall prepare, on forms provided by the County, a summary of the Impact Fees paid for each Emergency Medical System Impact Construction. Such summary shall contain the following:

- A. The date paid;
- B. The location of the property for which the Building Permit was issued;
- C. The name and address of the Applicant;
- D. The type of structure for which the Building Permit was issued;
- E. The amount of the EMS impact Fee paid.

4. The City shall maintain the collected EMS Impact Fees separate and distinct from all other revenues and shall transfer such Impact Fees so collected, at least quarterly, to the County for deposit in the appropriate Impact Fee Trust Account created pursuant to the County Ordinance.

5. To reimburse the City for the costs incurred in the City's collection of the EMS Impact Fees, the City shall be allowed to retain 2% of the EMS Impact Fee collected or the City's actual costs, whichever is less. The parties

acknowledge that the amount retained is equal to the cost incurred in the collection and accounting of these fees, including any increase in bonding or surety costs from the handling of these additional monies.

6. The County shall provide written notice to the City of any review by the Board of County Commissioners of the amount of the EMS Impact Fees and shall provide the City a copy of any resolution or ordinance which alters the amount of the EMS Impact Fee prior to the effective date of such rates.

7. This Agreement shall be for an initial term from the date of its execution through September 30, 2017. This initial term shall be automatically renewed for additional one-year terms commencing October 1st of each year unless one party delivers a written notice of termination to the other party prior to August 1st of the year of termination.

8. This Agreement may be terminated by either party upon the providing of notice of intent to terminate to the other party at least sixty (60) days prior to the effective date of the termination.

9. All notices and clarifications required under this Agreement shall be directed to the following offices:

For the County: Office of the County Administrator
 Post Office Box 310
 Bronson, Florida 32621

For the City: City Manager
 P.O. Drawer 160
 Williston, FL 32696-0160

10. The County agrees to hold the City harmless from all liability which may result from the performance of its obligations herein, done in accordance with the terms of this Agreement to the full extent permitted by law and within its statutory limitations.

11. In the event of an error or omission on the part of the City which results in a failure to collect an impact fee as provided herein, the City shall make every effort to collect the amount due, but in the event the City is unable to do so, the County will assume responsibility for collection of such unpaid impact fees pursuant to the County Ordinance.

12. This Agreement shall become effective upon execution by all parties to this Interlocal Agreement.

BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY

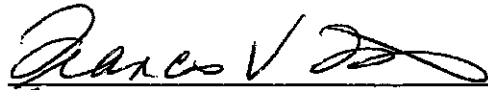
ATTEST:
CLERK OF THE CIRCUIT COURT
AND EX-OFFICIO CLERK TO THE
BOARD

_____, Chair
Date: _____

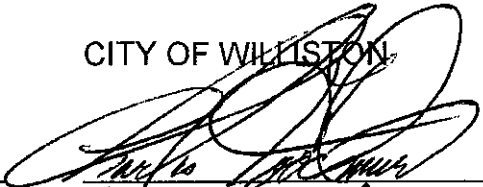
Danny J. Shipp
(SEAL)

ATTEST:

CITY OF WILLISTON



FRANCES V. TAYLOR, City Clerk



CHARLES GOODMAN, President
Date: Feb 7 2017

EXHIBIT A
SCHEDULE OF EMS IMPACT FEES

EMS IMPACT FEES

The EMS Impact Fee rates to be imposed are as follows:

Residential	\$ 53.08	per Dwelling Unit
Commercial	\$ 0.08	per Square Foot
Institutional	\$ 0.55	per Square Foot