

5E-1

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 2012

<input type="checkbox"/>	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Regular
<input type="checkbox"/>	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:

Submitted By: Engineering & Public Works Department

Submitted For: County Engineer

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends **Motion to Deny:** the request from Martin County to share in the costs of improving Mack Dairy Road to Palm Beach County (County) standards.

**SUMMARY:** The Ranch Colony and Links Property Owners Associations (POAs) in Martin County currently have responsibility for maintenance of Mack Dairy Road as it is the only access to their communities. They have asked that the County take over this maintenance and the County has refused until the road is improved to County standards. Martin County has offered to share (\$203,000) the cost of this improvement with the County, which is currently estimated at \$400,000 to \$500,000, plus design costs (15%). The POAs have verbally offered \$100,000 resulting in a potential cost to the County of \$200,000 to \$300,000. These are rough estimates which could change based on actual design. District 1 (MRE)

**Background and Justification:** The developer of the Ranch Colony and Links would have been required to construct the road to county standards. An agreement was reached to allowed only paving, and preserve the Australian pine trees that ran along the roadway, as long as the POAs would perpetually maintain the road.

This agreement also saved the developer a substantial amount of money by not having to pay to remove the trees, by not having to install a guardrail, and by not installing drainage, all improvements which would have been required to meet county standards.

The trees have since been removed by Palm Beach County Environmental Resources Management (ERM). ERM preferred not to have the exotics next to the County's newly acquired preserve property, and offered to remove them. The POAs agreed with the understanding that this in no way changed their previous commitments. The POAs no longer wish to bear the expense of road maintenance and have asked that the County take over the responsibility. They cite the fact that Mack Dairy Road now also serves County residents and that the trees were removed. The County is willing to do this as long as the road is first improved to current County standards.

Very preliminary estimates place this cost at between \$400,000 and \$500,000 and does not include design costs. This figure could change once an actual design is conducted with full knowledge of current field conditions. Martin County was asked by the POAs to assist in the costs and has approached the County offering to provide up to \$203,000, half of the current preliminary Construction estimate, if the County would undertake the work. The POAs have also offered to contribute \$100,000.

Continued on Page 3

**Attachments:**

1. Location Sketch
2. August 13, 2012 letter from Martin County to Robert Weisman
3. September 11, 2012 letter from Marty Perry to Robert Weisman
4. Agreement R-81-426

Recommended By: \_\_\_\_\_

Division Director

Date

Approved By: \_\_\_\_\_

County Engineer

Date

*A. J. Williams*

10/4/12

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>Capital Expenditures</b>	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>Operating Costs</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>External Revenues</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>Program Income (County)</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>In-Kind Match (County)</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u>\$ **</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>					

Is Item Included in Current Budget?	Yes	No
-------------------------------------	-----	----

**Budget Acct No.: Fund\_\_ Dept.\_\_ Unit\_\_ Object**  
**Program**

**Recommended Sources of Funds/Summary of Fiscal Impact:**

**\*\*This item has no fiscal impact so long as the motion to deny passes. Should the Board decide to approve the request from Martin County, the fiscal impact is estimated to be between \$200,000 and \$250,000. Also, Martin County stipulates that their 50% match would not be available until FY 2014 or FY 2015.**

C. Departmental Fiscal Review: Willhite

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*[Signature]*  
OFMB  
9/25/12  
9/25/12  
9/25/12

B. Approved as to Form  
and Legal Sufficiency

**B. Approved as to Form  
and Legal Sufficiency:**

Madeline P. Ruff 10/2/12  
Assistant County Attorney

### C. Other Department Review:

**Department Director**

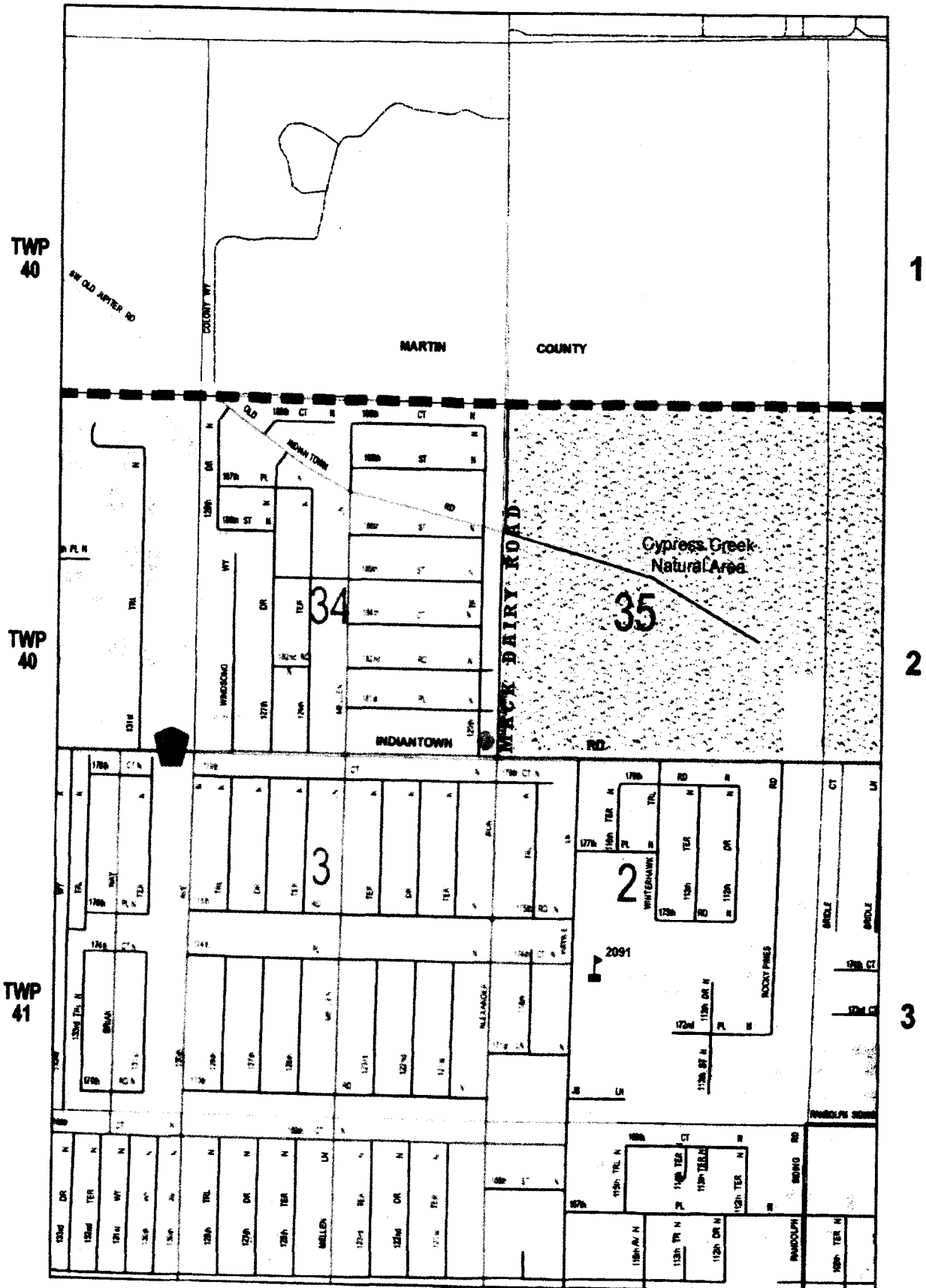
**This summary is not to be used as a basis for payment.**

**Background and Justification Continued:**

County staff recommends denial of this request for several reasons:

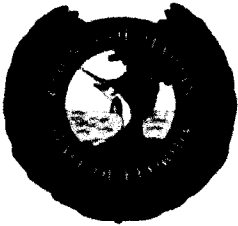
1. The 1981 agreement requiring maintenance by the POAs is for perpetuity. When the request was made by the POAs to have the trees removed, it was made clear that this would not relieve them of their responsibility to maintain the road.
2. The developer would have been required to improve the road to County standards back in the 1980's when the Ranch Colony communities were being built since this road served as their only access.
3. The County already contributed to this project by removing the Australian pines. This would have been a significant cost of bringing the roadway to County standards.
4. Mack Dairy Road remains the sole access for the POAs even though it now also serves some County residents.
5. The County would be solely responsible for all future road maintenance costs once the improvements were made.

# Attachment 1



## LOCATION SKETCH

AUG 16 2012



**MARTIN COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
 2401 S.E. MONTEREY ROAD • STUART, FL 34996

August 13, 2012

Telephone: 772-288-5795  
 Fax: 772-288-5955  
 Email: [jmeinard@martin.fl.us](mailto:jmeinard@martin.fl.us)

**DOUG SMITH**  
 Commissioner, District 1

**ED FIELDING**  
 Commissioner, District 2

**PATRICK HAYES**  
 Commissioner, District 3

**SARAH HEARD**  
 Commissioner, District 4

**EDWARD CIAMPI**  
 Commissioner, District 5

**TARYN KRYZDA, CPM**  
 County Administrator

**STEPHEN FRY**  
 County Attorney

Robert Weisman  
 County Administrator  
 301 N. Olive Ave  
 Room 1101  
 West Palm Beach, FL 33401

RE: Mack Dairy Road

Dear Mr. Weisman;

Residents of Ranch Colony in Martin County have sought to revise their agreement with Palm Beach County to maintain Mack Dairy Road for several years. We understand that for Palm Beach County to accept Mack Dairy Road it must be improved to Palm Beach County's requirements. Martin County is prepared to make an equitable contribution and will assist with staff to change Mack Dairy Road from privately maintained to a publicly maintained road. We believe this change can benefit both counties by allowing Mack Dairy Road to be used for increased public access to Cypress Creek Natural Area and adjacent communities.

There were virtually no other users of Mack Dairy Road when Ranch Colony, the Links and the other Martin County developments were first approved. Since that time residential properties in Palm Beach County have been improved, a fire station and fully actuated traffic signal is operating at the intersection with Indiantown Road, and Palm Beach County has the Cypress Creek Natural Area open to the public, which is bordered by and has access to Mack Dairy Road.

Palm Beach County Engineering staff has estimated the cost to improve Mack Dairy is approximately \$406,000. Martin County is prepared to contribute ½ the cost, \$203,000, and is prepared to assist with engineering and property related matters. However, Martin County's budget is constrained and has already been established for FY13. This project can only be scheduled for construction in our capital improvement plan for either fiscal year 2014 or 2015. This schedule will allow for sufficient time to accumulate funds and to resolve the planning, engineering and permitting requirements.

We would like to have additional dialogue with you or your staff to refine the costs and develop the necessary agreements. Our point of contact for this project is Don Donaldson, County Engineer, at (772)288-5920 ([ddonalds@martin.fl.us](mailto:ddonalds@martin.fl.us)).

Sincerely,

Taryn Kryzda  
 County Administrator

CC: Then Honorable Board of County Commissioners

TELEPHONE  
 772-288-5400

WEB ADDRESS  
<http://www.martin.fl.us>

*Law Offices*

F. MARTIN PERRY  
SUSAN L. TAYLOR

***Perry & Taylor, P.A.***  
*2401 PGA Boulevard, Suite 110  
Palm Beach Gardens, FL 33410*

TELEPHONE (561) 721-3300  
FAX (561) 721-2111

September 11, 2012

Robert Weisman, County Administrator  
Palm Beach County  
301 N. Olive Ave., Suite 1011  
West Palm Beach, FL 33401

Re: Mack Dairy Road

Dear Mr. Weisman:

We are in receipt of a copy of a letter dated August 13, 2012 directed to you by Taryn Kryzda, Martin County Administrator, which is the culmination of my clients' efforts to obtain the involvement and assistance of Martin County in the resolution of their long standing efforts to finally resolve issues arising out of the Maintenance, Indemnity and Hold Harmless Agreement entered into between these POAs and Palm Beach County in 1981.

These issues and the position of the POAs that they should be released from this Agreement have been detailed in my prior letters to you dated May 12, 2010 and November 8, 2010. Simply stated, and as reflected in great detail in those letters and supporting documentation submitted therewith, conditions have dramatically changed from those that existed at the inception of the Agreement. These changed conditions have been recognized by Ms. Kryzda in her recent letter to you. Your official position, both to the POAs and to Martin County, has been that Palm Beach County will only release the POAs from the Agreement upon the funding of and/or construction of improvements to the roadway section. These improvements were initially estimated at \$750,000.00 and subsequently refined by your engineering department to an estimated range of \$300,000.00 if right of way can be obtained on the west side of the roadway and \$406,000.00 if right of way is not obtained. (See attached e-correspondence from Tanya McConnell). Granted, as Ms. McConnell points out, these are rough estimates, but they form the basis for Martin County's proposal and have been reviewed by the Martin County Engineer.

In an effort to resolve this matter amicably with Palm Beach County and as suggested by Commissioner Marcus in a meeting held on January 4, 2011 attended by you and George Webb, we have successfully reached out to not only Martin County, but also South Indian River Water Control District (SIRWCD) for cooperation in the solution partially outlined in Ms. Kryzda's letter.

Our proposal for final resolution of the matter is that the following proposal be agendaed before

Robert Weisman letter  
September 11, 2012  
Page 2 of 3

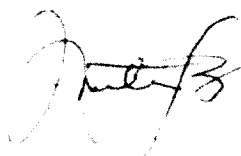
the Palm Beach County Commission. We propose that Palm Beach County match the construction funding offered by Martin County in an amount not to exceed \$203,000.00 for a total construction fund of \$406,000.00. Based upon discussions we have had with representatives of SIRWCD, we believe the District will cooperate in providing the needed Right of Way. This places the construction funding which we propose as a maximum for the two Counties at the high end of the rough estimate by Ms. McConnell. The POAs will contribute the sum of \$100,000.00, which we believe, based upon Ms. McConnell's estimates, should provide a more than adequate contingency fund.

Further, in the event the actual construction costs are less than \$406,000.00, then each county's funding will be proportionately reduced by the POAs funds. For example, if the actual costs were the total sum of \$350,000.00, the respective county's obligation would be the sum of \$125,000.00 for a total contribution by the counties of \$250,000.00. The POAs contribution in the amount of \$100,000.00 shall be funded immediately upon the termination of the Agreement and the release of the POAs from all current and future obligations relative to this section of roadway. However, as suggested by Martin County, the POAs have no problem with the Counties scheduling the funding of their shares of the construction cost for either fiscal year 2014 or 2015.

We believe this is a fair resolution of the issue with all parties participating. The Counties contributions are limited to a maximum of \$203,000.00 each. We believe SIRWCD will provide the right of way. The POAs shall provide the \$100,000.00 in funding which will either serve as a contingency or a reduction in the costs to the counties depending upon the final costs. When concluded the ultimate benefit will be a more attractive and safer roadway for the resident of both counties. This is particularly true in light of the increase in traffic since the opening of the Park, including bicyclists, on this narrow roadway with no shoulders as reflected in the attached photos.

We shall appreciate having this scheduled at the earliest possible date before the Board of County Commissioners.

Very truly yours,



F. Martin Perry

cc: Hon. Shelley Vana, Chairman of the Board of County Commissioners  
Hon. Steve Abrams, Vice-Chair of the Board of County Commissioners  
Hon. Burt Aaronson, County Commissioner

Robert Weisman letter  
September 11, 2012  
Page 3 of 3

Hon. Paulette Burdick, County Commissioner  
Hon. Karen Marcus, County Commissioner  
Hon. Jess Santamaria, County Commissioner  
Hon. Priscilla Taylor, County Commissioner  
Ranch Colony Property Owner's Association, Inc.  
Links Property Owner's Association, Inc.



RANCH COLONY PROPERTY OWNERS ASSOCIATION, INC.  
BOARD OF DIRECTORS HANDBOOK  
October, 1988

Palm Beach County Board of County Commissioners Resolution R-81-426 and  
Maintenance, Indemnity and Hold Harmless Agreement, dated March 31, 1981.

Summary

This resolution and accompanying agreement are the result of a negotiation concerning Mack Dairy Road, made in 1981 between the Palm Beach County Board of County Commissioners and the developer of Ranch Colony. The details of this negotiation may be found in a document titled "Mack Dairy Road Issue Analysis and Recommendations", dated October 6, 1998. This document is located in the RCPOA files at Dickinson Management. The Maintenance, Indemnity and Hold Harmless Agreement was recorded in Martin County Official Record Book No. 519, page 2381, on March 31, 1981. Accordingly, this document should have been part of the document package provided by the Title Insurance company to anyone purchasing property in Ranch Colony subsequent to 3/31/81.

RESOLUTION NO. R-81-426

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A MAINTENANCE INDEMNITY AND HOLD HARMLESS AGREEMENT BETWEEN PALM BEACH COUNTY AND RANCH COLONY, INC., AND THE LINKS PROPERTY OWNERS ASSOCIATION.

WHEREAS, Mack Dairy Road right-of-way is located approximately four (4) miles west of the Florida Turnpike, and north of S. R. 706 and,

WHEREAS, Mack Dairy Road is an existing shellrock road which serves both Palm Beach County and Martin County residents, and

WHEREAS, the Developer shall construct a "paved roadway" with the right-of-way while retaining the existing trees within the 80' right-of-way in order to maintain the beauty of the road and the area, and

WHEREAS, Palm Beach County residents who currently are served by Mack Dairy Road enjoy the beauty of the drive and wish to have the existing trees retained, and

WHEREAS, at the present time Palm Beach County maintains the existing unimproved shellrock road by periodic re-grading, and

WHEREAS, the Developer, and the Links Property Owners' Association upon execution of the Agreement assumes full responsibility for all maintenance obligations of Mack Dairy right-of-way, and

WHEREAS, the Developer, and the Links Property Owners' Association will indemnify Palm Beach County and assume legal responsibility for the right-of-way and all improvements within said right-of-way natural or manmade in connection with the paving and retention of trees on Mack Dairy Road.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Palm Beach County hereby acknowledges the Developer's request to improve the existing Mack Dairy Road in order to retain the existing trees in the right-of-way, to the terms and conditions of the attached Maintenance, Indemnity and Hold Harmless Agreement dated March 31, 1981.

The foregoing Resolution was offered by Commissioner Evatt who moved its adoption. The motion was seconded by Commissioner Koshler and, upon being put to a vote, the vote was as follows:

MAINTENANCE, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made and entered into this 31st day of March, 1981, by and between RANCH COLONY, INC., a Florida Corporation, herein referred to as "RANCH COLONY"; THE LINKS PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit Corporation, herein referred to as the "ASSOCIATION"; and PALM BEACH COUNTY, a political subdivision of the State of Florida, herein referred to as the "COUNTY."

W I T N E S S E T H :

WHEREAS, RANCH COLONY is the owner of the land comprising that Planned Unit Development located in Section 27, Township 40, Range 4 East, Martin County, Florida, known as THE LINKS, access to which is by means of Mack Dairy Road, a portion of which (the "Segment") extends from S.R. 706 north approximately 3,300 feet to the northern right-of-way line Jupiter Grade, known as Old Indiantown Road (the "Termination Point"), all lying within an 80' right-of-way owned by the COUNTY; and

WHEREAS, RANCH COLONY, the ASSOCIATION, and their respective successors in interest, upon execution of the agreement by all parties, shall undertake all obligations with respect to the construction and maintenance of the Segment, and will agree to indemnify and hold the COUNTY harmless from all claims and liabilities, including a duty to defend, arising out of the COUNTY'S ownership of the right-of-way.

NOW, THEREFORE, the parties hereto agree as follows:

1. RANCH COLONY shall construct the "paved roadway segment" as a two-lane roadway within the right-of-way. When completed, the roadway shall be certified by a registered Florida Engineer of Record as being equivalent to the County's standards. The "roadway" shall be considered that area below the asphalt surface only.

2. RANCH COLONY, the ASSOCIATION, and their respective successors in interest to the lands comprising THE LINKS, hereby agree to maintain, repair and resurface, when necessary, Mack Dairy Road within the Segment and to perform all maintenance within the 80' right of way such as removal of any fallen trees or branches, maintenance of drainage facilities necessary for drainage of this segment of Mack Dairy Road; to provide funds to the County from time to time for posting of legal highway, traffic control

RECORDED IN MARTIN COUNTY, FL OR BK 5,  
PG 2381, MARCH 31, 1981

and regulatory signs, and highway markings such as, but not limited to, "STOP"; "SPEED"; "CAUTION" and similar signs; and further agrees to indemnify the COUNTY and hold the COUNTY harmless from any and all liability, including the duty to defend, for any and all claims for liability arising by reason of the COUNTY'S ownership or placement of traffic control or regulatory signs along said roadway.

3. RANCH COLONY, and the ASSOCIATION shall not object to the COUNTY issuing permits to provide for future intersecting road needs including all necessary requirements to meet good highway engineering practices, such as, but not limited to, clearing of right-of-way to achieve horizontal sight distances, requirements for additional pavement to accommodate vehicle turning movements, posting of legal traffic control signs, and placement of utility lines, etc.

4. It shall be RANCH COLONY and the ASSOCIATION'S obligation to budget, annually, sufficient funds necessary to maintain the right-of-way and to reimburse the COUNTY for any and all expenditure associated with such maintenance actions authorized and performed by the COUNTY, including any emergency action such as may be occasioned by hurricane, wind storms, or similar crises.

5. This Agreement shall serve as RANCH COLONY and the ASSOCIATION'S acknowledgment to cause the above improvements to be undertaken without the loss of maintaining two-way traffic during construction. Improvements shall be completed within four months of agreement, or said agreement shall be null and void.

6. PALM BEACH COUNTY will provide "courtesy review only" during construction. The review will be limited to verification of quantity and quality of material required to upgrade the roadway as noted in Paragraph No. 1.

7. The Engineer of Record shall submit "As Built" drawings certified in accordance with Paragraph No. 1, on which is represented the actual roadway section built, including but not limited to profile elevations, pavement width, and improvements necessary for proper and adequate drainage.

8. It is the understanding of all parties that the right way will always remain "open to the public" and shall not be misconstrued as a private facility to solely serve RANCH COLONY and the ASSOCIATION. Further, this agreement in no way limits the COUNTY, now or in the future, from upgrading this facility beyond the scope of this agreement.

9. RANCH COLONY and/or the ASSOCIATION, and their respective successors in interest shall, during the term of this Agreement, maintain in effect a liability insurance policy issued by an insurance company licensed to do business in the State of Florida, naming the COUNTY as an insured; and shall, no less frequently than annually, submit to the COUNTY a copy of the endorsement of said policy naming the COUNTY as an insured. Said policy shall provide coverage in an amount of not less than one million (\$1,000,000.00) dollars (property damage and liability) per incident per individual, and shall contain a duty to defend. The dollar amount of such coverage shall be increased biannually, in direct proportion to any increase (but not decrease) in the cost of living, as published by the United States Department of Commerce. Said insurance policy shall in no way limit or relieve RANCH COLONY, the ASSOCIATION, or their successors in interest from any liabilities or duties imposed by this Agreement.

10. The obligations, under this Agreement, of RANCH COLONY, the ASSOCIATION, and their respective successors in interest, shall constitute a covenant running with the land, to wit, THE LINKS, a Planned Unit Development recorded in Official Records Book 487, Pages 1791-1813, Martin County, and shall be in perpetuity.

11. This Agreement shall be recorded in the Public Records of Palm Beach County and Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals to this Agreement this 31st day of March, 1981.

WITNESSES

*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

RANCH COLONY, INC.

By: *[Signature]*

Attest: *[Signature]*

THE LINKS PROPERTY OWNERS  
ASSOCIATION, INC.

By: *[Signature]*

Attest: *[Signature]*

FRANK H. FOSTER  
NORMAN R. GREGORY  
PEGGY B. EVATT  
DENNIS P. KOEHLER  
BILL BAILEY

AYE  
AYE  
AYE  
AYE  
NAY

The Chairman thereupon declared the Resolution duly passed  
and adopted this 31st day of March, 1981.

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

JOHN B. DUNKLE, Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: John B. Dunkle  
Deputy Clerk

By: Sam M. Brundley  
County Attorney

ATTEST:

JOHN B. BUNKLE, Clerk

By: [Signature]  
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Chairman

MAR 31 19

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of April, 1981, by Gilbert P. Edwards and Jean M. Henri, President and Assistant Secretary respectively of RANCH COLONY, INC., a Florida Corporation, on behalf of said Corporation.

[Signature]  
Notary Public

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of April, 1981, by Gilbert P. Edwards and Jean M. Henri, President and Assistant Secretary respectively of THE LINKS PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit Corporation, on behalf of said Corporation.

[Signature]  
Notary Public

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 29th day of April, 1981, by Frank H. Easter for PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of said political subdivision.

Kathleen J. Miller  
Notary Public  
Notary Public, State of Florida at Large  
My Commission Expires Aug. 12, 1984

STATE OF FLORIDA       )  
                              ( ss.  
COUNTY OF PALM BEACH )

I, JOHN B. DUNKLE, Clerk of the Circuit Court of the Fifteenth  
Judicial Circuit and ex-officio Clerk of the Board of County Commissioners  
of Palm Beach County, Florida, do hereby certify that the above and fore-  
going is a true and correct copy of a

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH  
COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A MAINTENANCE  
INDEMNITY AND HOLD HARMLESS AGREEMENT BETWEEN PALM BEACH COUNTY  
AND RANCH COLONY, INC., AND THE LINKS PROPERTY OWNERS ASSOCIATION

being Resolution No. R-81-426 adopted by the Board of County Commissioners  
in meeting held March 31 , 1981 , as same appears of record in County  
Commissioners Minutes No. 144 in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said  
Board this 6th day of April , A.D. 1981.

JOHN B. DUNKLE, Clerk  
Board of County Commissioners

By

*Joe Tuley*  
Deputy Clerk

( S E A L )