

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, FEBRUARY 4, 2019
6:00 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

CONSENT ITEMS:

4. THE APPROVAL OF MINUTES OF JANUARY 22, 2019.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER RATIFICATION OF THE CHAIRPERSON'S SIGNATURE ON THE TAYLOR COUNTY LOCAL MATCH LETTER TO THE DEPARTMENT OF EMERGENCY MANAGEMENT, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DEPUTY DIRECTOR.

8. THE BOARD TO CONSIDER APPROVAL OF A SUB-GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT (FDEM) AND TAYLOR COUNTY, FOR REIMBURSEMENT FUNDING FOR EXPENSES IN CONNECTION WITH HURRICANE IRMA, AS AGENDAED BY THE EMERGENCY MANAGEMENT DEPUTY DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF CONTRACT WITH LEWIS WALKER ROOFING, INC., FOR THE REPLACEMENT OF THE TAYLOR COUNTY PUBLIC LIBRARY ROOF, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

PUBLIC REQUESTS:

10. DON EVERETT, JR. TO APPEAR TO DISCUSS THE STARTING DATE OF SCALLOP SEASON FOR 2019.
11. RAY CURTIS, ATTORNEY FOR THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO REQUEST BOARD CONSIDERATION OF:
 - A. AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FOR GULF COAST ELECTRICAL SUPPLY, INC. USA, TRANSMITTED TO THE BOARD BY THE TCDA.
 - B. AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FOR SUPER PUFTT SNACKS, USA, TRANSMITTED TO THE BOARD BY THE TCDA.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

12. DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS, TO APPEAR TO REQUEST BOARD CONSIDERATION OF THE FOLLOWING ITEMS, IN CONNECTION WITH THE SPECIAL PRIMARY ELECTION OF TUESDAY, APRIL 9, 2019 AND THE SPECIAL ELECTION OF TUESDAY, JUNE 18, 2019:
 - A. NOTICE OF SPECIAL ELECTION FOR THE OFFICE OF STATE REPRESENTATIVE, DISTRICT 7
 - B. BOARD APPOINTMENT OF MEMBER AND ALTERNATE TO THE TAYLOR COUNTY CANVASSING BOARD
 - C. APPROVAL OF BUDGET AMENDMENT FOR SAID SPECIAL ELECTIONS
 - D. EXECUTION OF LICENSE AND HOLD HARMLESS AGREEMENTS FOR POLLING PLACE AT MULTIPLE LOCATIONS

COUNTY STAFF ITEMS:

13. THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS/ADVERTISING FOR DISPOSAL OF THE OLD HOSPITAL FACILITY, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
14. THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS/ADVERTISING FOR THE LEASING OF 80+ ACRES TO BE HARVESTED AS HAY AT PERRY-FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

GENERAL BUSINESS:

15. THE BOARD TO DISCUSS A POSSIBLE EARLY START TO MOSQUITO SPRAYING SEASON, AS AGENDAED BY CHAIRPERSON FEAGLE.

COUNTY ATTORNEY ITEMS:

16. THE COUNTY ATTORNEY TO DISCUSS AIRPORT PROPERTY DEEDED BY THE TCDA TO TAYLOR COUNTY.

COUNTY ADMINISTRATOR ITEMS:

17. THE BOARD TO CONSIDER APPROVAL OF THE REVISED BOARD CALENDAR FOR FY 18/19, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE BOARD TO CONSIDER APPROVAL OF THE REVISED PURCHASING LEVEL OF APPROVAL POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
19. THE COUNTY ADMINISRATOR TO DISCUSS INFORMATIONAL ITEMS.
20. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
21. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

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FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

R E S O L U T I O N

(6)

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

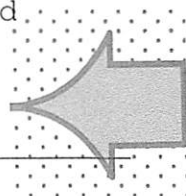
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2019.

| <u>Amount</u> | <u>Account</u> | <u>Account Name</u> |
|---------------|----------------|---|
| Revenue: | | |
| \$ 5,211 | 107-3312012 | Vol. Fire Assistance(Federal)Grant |
| Expenditures: | | |
| \$10,422 | 0195-55201 | Vol. Fire Asst. Grant- General Operating Supplies |
| \$ (5,211) | 0192-55201 | Transfer Match Requirement - Fire - Gen. Op.Supplies |
| \$ 5,211 | | Net Increase in Overall Budget |

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of February, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
HERE**

New Grant Awarded 2019 FY



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

| | | | |
|--|----------|--|--|
| LEGAL NAME Taylor County Board of Commissioners | | FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County) | |
| ADDRESS 201 E. Green Street | | County | |
| CITY Perry | | IF COUNTY, LIST VFD'S BENEFITING FROM GRANT: | |
| STATE Florida | | Shady Grove (North) | |
| ZIP 32347 | | Keaton Beach (South) | |
| COUNTY Taylor | COUNTY # | | |
| EMPLOYER IDENTIFICATION NUMBER (EIN) | | | |
| 5 9 - 6 0 0 0 8 7 9 | | | |

| | | | |
|---|--|---|--|
| IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, NAME OF TOWN: _____ POPULATION OF TOWN: _____ PROTECTED AREA: EST. POPULATION: 7,800 SIZE: (SQ. MILES) 625 | | WHAT IS THE FIRE DEPARTMENT ISO RATING? 9 IS FIRE DEPARTMENT NIMS COMPLIANT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> CURRENT COOPERATIVE AGREEMENT WITH FFS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: 18-35 NAME OF FIRE DEPARTMENT: City of Perry | |
|---|--|---|--|

| | | | |
|---|--|---|--|
| NUMBER OF FIREFIGHTERS: PAID: 13 VOLUNTEERS: 20 NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: 87 OTHER: 490 NO. OF FIREFIGHTERS CERTIFIED AS: WILDLAND FIREFIGHTER I 1 WILDLAND FIREFIGHTER II 32 | | HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, WHERE? FL Division of Forestry AMOUNT: \$ 5,144.22 LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: \$ 28,562.00 | |
|---|--|---|--|

| LIST OF FIREFIGHTING VEHICLES: | | | |
|--------------------------------|----------------|---------------------|-----------------------|
| TYPE | MAKE/YR.MODEL | PUMP CAPACITY (GPM) | WATER CAPACITY (GAL.) |
| Brush Truck | Ford 550/2005 | 120 | 300 |
| Engine | Ford 550/2001 | 1250 | 1000 |
| Engine | Chevy C60/1986 | 1000 | 1000 |
| Engine | Ford 550/1999 | 1250 | 1000 |

| ESTIMATED GRANT FUNDING REQUEST: | | LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS: | | |
|--|--------------|---|-------------|-----------|
| FEDERAL | \$ 5,210.22 | NUMBER | DESCRIPTION | AMOUNT |
| APPLICANT | \$ 5,210.23 | 5 | Bunker Gear | 2,084.29 |
| COUNTY | \$ | | | |
| TOTAL | \$ 10,421.45 | | | |
| (Federal not more than 50% of total. Applicant at least 50% of total in matching funds.) | | | | 10,421.45 |

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

| | | |
|--|---------------------------------------|---|
| Type Name of Authorized Representative Pam Feagle | Title Chairman | Telephone Number: (850) 838-3553 FAX: (850) 838-3501 |
| Signature of Authorized Representative | Date Signed and Submitted 10/16/18 | Email: melody.cox@taylorcountygov.com |

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO APPROVE HURRICANE IRMA GRANT
REIMBURSEMENT FEDERALLY FUNDED SUBAWARD AND GRANT
AGREEMENT - MODIFICATION #Z0546-4**

Meeting Date:

JANUARY 22, 2019

Statement of Issue: **The board to approve a sub-grant agreement between FDEM and Taylor County for reimbursements funding for Hurricane Irma (DR 4337) expenses.**

Recommendation: **APPROVE**

Fiscal Impact: \$ NONE **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: KRISTY ANDERSON, EM DEPUTY DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **Taylor County submitted projects to FEMA after Hurricane Irma due to storm related expenses. Taylor County is now requesting these funds to be reimbursed. In order to receive these funds, Taylor County must sign a sub-grant agreement with FDEM.**

Options: 1. APPROVE

Attachments: 1. Federally Funded Sub-award and grant agreement for Debris Grind and Haul – Contract – 12/17/17-3/3/18

**MODIFICATION # Z0546-4 TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY
MANAGEMENT AND
Taylor County**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Taylor County ("Sub-Recipient"), to modify Contract Number Z0546, which began on 9/04/2017 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the public assistance program of \$109,083.51 in funds; and,

WHEREAS, the Division and Sub-Recipient desire to modify the Agreement by increasing the Federal funding \$34,369.50 under the Agreement.


WHEREAS, the Division and the Sub-Recipient desire to modify the Scope of Work.

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:


1. The Agreement is hereby amended to increase the Federal funding by \$34,369.50 and the State share by \$5,728.25 for the maximum amount payable under the Agreement to \$149,181.26.
2. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in the 4th Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: _____ Taylor County _____

By: _____ 

Name and Title: Pam Feagle, Chair of BOCC _____

Date: _____ 

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

Attachment A - 4th Revision

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

| DR-4337 | | | Sub-Recipient: Taylor County | | | | | | | | |
|---------|-----|---|------------------------------|---------|-------------|---------|-------------|---------|-----------------------|----------------|--------------|
| PW # | Cat | Project Title | Federal Share | Fed % | State Share | State % | Local Share | Local % | Total Eligible Amount | POP Start Date | POP End Date |
| 629 | A | Debris burn at Landfill on contract: 10/18 - 12 | \$23,688.00 | 80.00% | \$2,961.00 | 10.00% | \$2,961.00 | 10.00% | \$29,610.00 | 9/04/2017 | 3/10/2018 |
| 855 | A | Debris Removal 10/18 - 12/16 | \$17,051.98 | 80.00% | \$2,131.50 | 10.00% | \$2,131.50 | 10.00% | \$21,314.98 | 9/04/2017 | 3/10/2018 |
| 950 | A | Debris Removal 9/18 - 10/17 | \$20,879.90 | 90.00% | \$1,160.00 | 5.00% | \$1,159.99 | 5.00% | \$23,199.89 | 9/04/2017 | 3/10/2018 |
| 1267 | A | Debris Grind & Haul - Contract - 12/17/17 - 3/3 | \$34,369.50 | 75.00% | \$5,728.25 | 12.50% | \$5,728.25 | 12.50% | \$45,826.00 | 9/04/2017 | 3/10/2018 |
| 1279 | A | Debris Removal 9/4 - 9/17 | \$24,796.65 | 75.00% | \$4,132.78 | 12.50% | \$4,132.77 | 12.50% | \$33,062.20 | 9/04/2017 | 3/10/2018 |
| 1529 | B | Taylor County School District- Sheltering | \$12,281.70 | 100.00% | \$0.00 | 0.00% | \$0.00 | 0.00% | \$12,281.70 | 9/04/2017 | 3/10/2018 |
| Total: | | | \$133,067.73 | | \$16,113.53 | | \$16,113.51 | | \$165,294.77 | | |

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Taylor County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Boyer Construction Company, Inc.

By: _____

Signature

Sam Boyer, President

Name and Title

P.O. Box 1473

Street Address

4290 Golf Course Rd.

City, State, Zip

Perry, FL 32348

Date

1/11/19

Contractor
Signature

Taylor County

Sub-Recipient's Name

Z0546-4

DEM Contract Number

1267

FEMA Project Number

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider approval of contract with Lewis Walker Roofing, Inc. for replacement of the Taylor County Public Library roof.

MEETING DATE REQUESTED:

February 4, 2019

Statement of Issue: Approval and signing of contract

Fiscal Impact: \$32,930 (base bid)

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board awarded the bid for replacement of the Taylor County Public Library Roof to Lewis Walker Roofing, Inc. during the January 22nd meeting. The base bid amount was \$32,930 and additional cost may occur based on the amount of fascia, sheathing and soffit requiring replacement. A contract was prepared and sent to the contractor for signature after review by the county attorney.

Staff respectfully requests that the Board approve the signing of the contract by the Chairperson.

Options:

1. Approve contract
2. Deny approval

Attachments:

1. Copy of contract

CONTRACT FORM

This contract made the _____ day of _____, 2019 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **LEWIS WALKER ROOFING, INC.**, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the **TAYLOR COUNTY PUBLIC LIBRARY ROOF REPLACEMENT**. The Contractor agrees to provide and install all materials in association with the project in accordance with the bid specifications for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

SCOPE OF WORK:

Replace the existing roof covering in accordance with the following:

- Completely remove all existing shingles, flashing, trim and underlayment material and fasteners
- Replace all damaged sheathing, fascia and upper soffit with matching materials
 - Contract price includes:
 - 100 SF Sheathing
 - 40 LF Fascia
 - 40 SF Upper Soffit
- Nail all existing and replaced sheathing with minimum 8D 2-3/8" length ring shank nails spaced at 4-inch edge and 6-inch field and between-truss clips

- Install underlayment in accordance with Table 1507.1 of the Florida Building Code
- Install 26 Gauge PBR full length metal roofing panels with basic paint finish, including all required flashing, closure strips, trim, drip edge, etc. Metal roof panel attachment to be in accordance with manufacturers Florida Product Approval guidelines to achieve 120 MPH 3-Second Gust wind uplift resistance.
 - Material color to be approved by Owner
 - UltiMate Zac screw fastening system
 - C24 fastener pattern with Lap Screw
 - 1-1/2" Panel Screw, 2-1/2" Ridge Screw, 7/8" Lap Screw
 - Color matched
 - Color Matched VTR boots and Solar Seal caulk
 - 6" Peel and Seal Tape, PBR closures and butyl tape
- Provide 3 year contractors warranty on installation defects
- **Staff:** the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ **32,930**. Sheathing replacement in excess of 100 square feet will be charged at a rate of \$2.34 per square foot. Fascia replacement in excess of 40 linear feet will be paid at a rate of \$2.25 per linear foot and Upper Soffit replacement in excess of 40 square feet will be paid at a rate of \$2.94 per square foot. Unforeseen repairs and/or change orders, if needed, will require processing of a Purchase Order agreed upon by the Contractor and the County.

3. DURATION OF CONTRACT. The Contract shall take effect upon final execution and terminate six (6) months from that date. This contract shall not be extended for more than three (3) months, unless otherwise agreed in writing.

4. ASSIGNMENTS. This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. TERMINATION OF CONTRACT. The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on proposal item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the

contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its

subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

10. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

11. PERMITS, RULES & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. **WARRANTY.** The Contractor agrees to guarantee work and materials against defects in workmanship and material for one (3) years from the date of project completion and will repair or replace such products or components found defective.

13. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

14. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Contractors proposal

(b) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

15. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Building Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500, Ext. 1.

16. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2019.

WITNESSES:

TAYLOR COUNTY

Pam Feagle

Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

Heather Walker

[Signature]

CONTRACTOR

[Signature]
Lewis Walker Roofing, Inc.

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 24 day of January, 2019, Lewis Walker, who is personally known to me and who did not take an oath.

Barbara A. Johnston
NOTARY PUBLIC
My Commission Expires: MAY 6, 2019



BARBARA A. JOHNSTON
MY COMMISSION # FF 211259
EXPIRES: May 6, 2019
Bonded Thru Budget Notary Services

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

January 23, 2019

(VIA EMAIL ONLY)

LaWanda Pemberton
County Administrator
201 East Green St.
Perry, FL 32347

Mr. William D. Griner
County Offices
201 E. Green St.
Perry, FL 32347

Re: Library Roof Contract

Dear LaWanda and Danny:

I have reviewed the proposed roof contract on the Taylor County Library. It looks ok to me.

If you have a question, please let me know.

Thank you.

Respectfully,


Conrad C. Bishop, Jr.

CCB/jr

SAID RESOLUTION IS AS FOLLOWS:

AN AMENDED RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS GIVING SUPPORT FOR AN INCREASE IN THE SCALLOP SEASON TO BE FROM THE MIDDLE OF JUNE UNTIL SEPTEMBER 10 OF EACH YEAR.

WHEREAS, the Board of County Commissioners of Taylor County, Florida, has been informed that FWC State of Florida is considering increasing the scallop season in Florida, and

WHEREAS, the Board of County Commissioners of Taylor County, Florida, has been informed by citizens of Taylor County, Florida that the Board should amend its previous Resolution, and

WHEREAS, Taylor County has the best scallop numbers in the State, and

WHEREAS, Taylor County benefits from scallop season in that citizens from all of the State and out of State come to Taylor County to scallop, and

WHEREAS, the season is an economic help to Taylor County, Florida, and

WHEREAS, the Board of County Commissioners of Taylor County are charged with assisting its citizens in these economic times.

THEREFORE, BE IT RESOLVED by the Taylor County, Florida Board of County Commissioners that they strongly support an increase in the scallop season from the middle of June to September 10 each year.

PASSED in emergency session this 8th day of February, 2017.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: Jim Moody
JIM MOODY, Acting Chairperson

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

11A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER AND REVIEW AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FOR GULF COAST ELECTRICAL SUPPLY, INC. USA WHICH WAS TRANSMITTED TO THE BOARD BY THE TCDA.

MEETING DATE REQUESTED:

FEBRUARY 4, 2019

Statement of Issue: THE TCDA BOARD OF DIRECTOR'S MET JANUARY 17, 2019 AND REVIEWED AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FROM GULF COAST ELECTRICAL SUPPLY, INC. THE TCDA BOARD HAS FORWARDED THE APPLICATION.

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: RAY CURTIS, TCDA ATTORNEY

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: APPLICATION
LETTER FROM TCDA



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

January 17th, 2019

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347
tcbcc@taylorcountygov.com

Economic Development

Ad Valorem Property Tax Exemption Application

Dear Board Members,

Gulf Coast Plumbing and Electrical Supply, Inc. has submitted an application for an Economic Development Ad Valorem Property Tax Exemption to the Taylor County Development Authority. This was in the form of a letter dated September 17th, 2018 attached hereto, and a TCDA uniform application dated October 29th, 2018 also attached hereto. Therein, the Applicant requested abatement of Ad Valorem Taxes related to certain real property in Taylor County.

The TCDA has reviewed the application and is of the opinion that it is not clear whether the Applicant is eligible for the exemption requested.

The Applicant sent a letter to the TCDA Director on September 17, 2018, wherein he asked to be considered for the "Taylor County Property Tax Abatement Program" (See attached). He was then sent the TCDA uniform tax abatement application packet on September 25, 2018. The Applicant then submitted said uniform application to the TCDA Director on October 29, 2018 (See attached).

In the TCDA's opinion, the conditions for eligibility as set forth by the Florida Statutes would not preclude eligibility of this application.

However, Taylor County Ordinance 70-37 states "The exemptions shall not accrue to improvements to real property made by or for the use of new or expanding businesses when such improvements have been on the tax rolls prior to the effective date the specific ordinance granting the ad valorem tax exemptions to the business." In practice, the TCDA believes that the

TAYLOR COUNTY DEVELOPMENT AUTHORITY

103 E. Ellis St., Perry, FL 32348 | floridarisingstar.com | 850.584.5627

County has related the passage of its tax abatement ordinance back to the date of application. although that is not precisely what its ordinance states.

According to the Property Appraiser's Office, the improvements to the property were added to the tax roles on October 4th, 2018.

So, if it is deemed the the Applicant's September 17, 2018 letter to the TCDA Director was, in essence, the Applicant's application (that was later supplemented by TCDA's uniform application); and if the County relates a potential ordinance granting the same back to the date of the application; then the Applicant should be deemed to have timely applied and thus be eligible.

If it is deemed the the Applicant's September 17, 2018 letter to the TCDA Director was, in essence, the Applicant's application (that was later supplemented by TCDA's uniform application); but, the County does not relate a potential ordinance granting the same back to the date of the application; then the Applicant should not be deemed to have timely applied and thus not be eligible.

If it is deemed the the Applicant's September 17, 2018 letter to the TCDA Director was not, in essence, the Applicant's application (that was later supplemented by TCDA's uniform application); then the Applicant should not be deemed to have timely applied and thus not be eligible.

As such, since it is not known how the Board of County Commissioners will interpret the Applicant's September 17, 2018 letter, and it is not known if the Board of County Commissioners will relate a potential ordinance granting the Applicant's request back to the date of the application, the TCDA cannot opine as to the Applicant's eligibility for the requested tax abatement.

The economic impact of said exemption, if granted as requested by Gulf Coast Plumbing and Electrical Supply, Inc. , is as follows:

| | |
|---|-------------------|
| Full time jobs added: | 10 |
| Part time jobs added: | 0 |
| Temporary jobs added: | 0 |
| Increase in annual tax revenue before exemption applied: | \$965.95 |
| Estimated annual tax exemption amount: | \$965.95 |
| Net increase in annual tax revenue after exemption applied: | \$0.00 |
| Duration of tax abatement in years: | 10 |
| Increase in tax revenue over tax exemption period, before exemption applied: | \$9,659.50 |
| Increase in tax revenue over tax exemption period, after exemption applied: | \$9,659.50 |

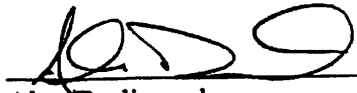
Total tax savings to applicant over tax exemption period:

\$9,659.50

The TCDA Board hereby asks that the County Commission take the following action:

1. Determine whether the Applicant is eligible for the tax abatement requested.
2. If determined to be eligible, and if deemed appropriate by the Board of County Commissioners, pass an ordinance granting a tax exemption of up to 100% for the property described in the application for exemption for a period of up to 10 years.
3. If not deemed to be eligible, deny the application for tax exemption.

The TCDA appreciates the opportunity to assist the County Commission in this matter, and looks forward to continued economic development success to come.



Alan Dodimead
Acting Chairman
Taylor County Development Authority



Ray Curtis <ray@thecurtislawfirm.com>

FW: Tax Abatement

Scott Frederick <scottfrederick@fairpoint.net>
To: Ray Curtis <ray@thecurtislawfirm.com>

Fri, Nov 30, 2018 at 11:29 AM

Scott Frederick

Director

Taylor County Development Authority

Office: 850-584-5627

Cell: 850-843-0952

www.Floridasrisingstar.com



**NORTH FLORIDA'S
RISING STAR**

From: gcpes@comcast.net [mailto:gcpes@comcast.net]
Sent: Monday, September 17, 2018 3:01 PM
To: scottfrederick@fairpoint.net
Subject: Tax Abatement

Scott,

The letter you requested is attached. Please advise what the next step is.

11/30/2018

The Curtis Law Firm Mail - FW: Tax Abatement

Thank you,

Russ Knight, VP

Gulf Coast Plumbing and Electrical Supply, Inc.

812 J. Tom Moore Ave.

Perry, FL 32348

W 850-584-8200

C 850-843-1234

gcpes@comcast.net



Virus-free. www.avast.com



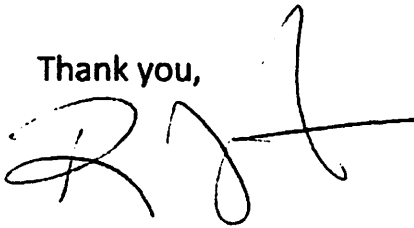
GCPES_20180917_145345.pdf
806K

Gulf Coast Plumbing and Electrical Supply, Inc.
812 J. Tom Moore Ave.
Perry, FL 32348
850-584-8200

Scott,

This letter is a formal request for our company to be considered for the Taylor County Property Tax Abatement Program. Our business was started in August of 2010 and we recently (June 2017) completed a new 4800 square foot facility located on approximately ten acres within the city limits of Perry Florida. We are a wholesale / retail distributor of primarily plumbing and electrical items, but offer many more products as well. We currently employ five people and are looking to grow that number as we continue to grow the business. Please advise what the next step is in this process.

Thank you,

A handwritten signature in black ink, appearing to read 'Russ Knight', with a long horizontal stroke extending to the right.

Russ Knight, VP



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: GULF COAST PLUMBING AND ELECTRICAL SUPPLY, INC.
Address: 812 J. TOM MOORE AVE.
PERRY, FL 32348
Phone: 850-584-8200
Fax: N/A
Contact Person: RUSS KNIGHT

Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):

- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
- ☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
 - ☐ Is a target industry business as defined in s. 288.106(2)(q);
- ☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

(Attach additional pages and documents as you deem necessary)

facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.

Yes per FS
and CC;
DRC

☒ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.

☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.

☒ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.

☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.

The name and location of the new business or the expansion of an existing business is:

GULF COAST PLUMBING AND ELECTRICAL SUPPLY, INC.

812 J. TOM MOORE AVE.

PERRY, FL 32348

850-584-8200

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

CONSTRUCT NEW 5000 SQ/FT WAREHOUSE / WHOLESALE
FACILITY ON A 9.68 ACRE PARCEL IN PERRY, FL
DATE OF COMMENCEMENT 9/15/2016

Page 3 of 10

The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

PARCEL # 04525-100

PURCHASE DATE 9/15/2016

The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

FEDERAL TAX ID # 27-2122347

The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

10 JOBS - AVERAGE WAGE 38,000.00

ANNUALLY

The expected time schedule for job creation is:

12/31/2019

The anticipated number of employees of the business is:

10

The expected numbers of employees of the business who will reside in Taylor County is:

10

The average wage of the employees of the business is or will be:

38,000.00 +

The type of industry or business is or will be:

WHOLESALE SALES

The environmental impact of the business is or is expected to be:

NONE

The anticipated volume of business or production is:

1,000,000.00

Would relocation or expansion of the business occur or have occurred without the exemption?

YES

Is (or will it be) the business located within an enterprise zone or redevelopment area?

Yes;
DRC

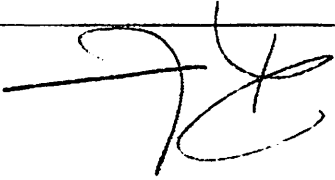
N/A

What is the cost and demand for services or product produced by the business?

N/A

What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

WE BUY DIRECT FROM THE MANUFACTURER

Signature: 

Printed Name: Russ Knight

On behalf of: GULF COAST PLUMBING AND ELECTRICAL SUPPLY, INC.

Date: 10/29/2018

CERTIFICATION

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

Signature: _____

Date Submitted: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER AND REVIEW AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FOR SUPER PUFFT SNACKS, USA WHICH WAS TRANSMITTED TO THE BOARD BY THE TCDA.

MEETING DATE REQUESTED:

FEBRUARY 4, 2019

Statement of Issue:

THE TCDA BOARD OF DIRECTOR'S MET JANUARY 17, 2019 AND REVIEWED AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FROM SUPER PUFFT SNACKS, USA, INC. THE TCDA BOARD HAS FORWARDED THE APPLICATION AS ELIGIBLE FOR THE REQUESTED EXEMPTION.

Recommended Action:

Fiscal Impact:

N/A

Budgeted Expense:

Submitted By:

RAY CURTIS, TCDA ATTORNEY

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

APPLICATION
LETTER FROM TCDA



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

January 17th, 2019

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347
tcbcc@taylorcountygov.com

Economic Development

Ad Valorem Property Tax Exemption Application

Dear Board Members,

Super-Pufft Snacks USA, Inc. has submitted an application for an Economic Development Ad Valorem Property Tax Exemption, form DR-418, to the Taylor County Development Authority, dated January 7th, 2019 and attached hereto, requesting abatement of Ad Valorem Taxes related to certain tangible personal property in Taylor County. TCDA has reviewed the application and found that it is complete, and that Super-Pufft Snacks USA, Inc. is eligible for the requested exemption.

The economic impact of said exemption, if granted as requested by Super-Pufft Snacks USA, Inc., is as follows:

| | |
|------------------------------|----------------|
| Full time jobs added: | 100 |
| Part time jobs added: | 0 |
| Temporary jobs added: | Unknown |

Increase in annual tax revenue before exemption applied:

\$383,000.00 in year one, decreasing after that due to depreciation of the taxable asset, and being \$133,000.00 in year 10.

Estimated annual tax exemption amount:

\$383,000.00 in year one, decreasing after that due to depreciation of the taxable asset, and being \$133,000.00 in year 10.


| | |
|--|---------------|
| Net increase in annual tax revenue after exemption applied: | \$0.00 |
|--|---------------|

| | |
|---|-----------------------|
| Duration of tax abatement in years: | 10 |
| Increase in tax revenue over tax exemption period, before exemption applied: | \$2,613,000.00 |
| Increase in tax revenue over tax exemption period, after exemption applied: | \$0.00 |
| Total tax savings to applicant over tax exemption period: | \$2,613,000.00 |

The TCDA Board hereby finds that the above mentioned applicant meets the criteria as set forth by the Board of County Commissioners, and asks that the County Commission take the following action:

1. Pass an ordinance granting a tax exemption of (an amount of up to 100%) for a period of (up to 10 years), if deemed appropriate in the discretion of the Board of County Commissioners.

The TCDA appreciates the opportunity to assist the County Commission in this matter, and looks forward to continued economic development success to come.



Alan Dodimead
Chairman
Taylor County Development Authority



NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: Super-Pufft Snacks USA, Inc
Address: 700 Lance Dr W
Perry, FL 32348
Phone: 786-239-2533
Fax:
Contact Person: Mahmoud Armouch

Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):

- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
- ☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- ☐ Is a target industry business as defined in s. 288.106(2)(q);
- ☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

(Attach additional pages and documents as you deem necessary)

facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

- ☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.
- ☒ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.

The name and location of the new business or the expansion of an existing business is:

700 Lance Dr W

Perry, FL 32348

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

Improvement to existing facility & construction of new facility

The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

Purchase of new manufacturing equipment. Purchases are proposed to start sometime in 2019 and continue until proposed project is completed.

The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

Attached map showing facility is located within an area that was designated as an enterprise zone as of 12/31/2015.

TCDA can also validate zone boundary.

The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

If project proceeds, applicant would expect to increase net employment by at least 100 full time jobs over the next 5 years.

Average wage will be in excess of \$30,000 per year.

The expected time schedule for job creation is:

**Jobs would be created over a five year period, starting in 2019/2020
and continuing until completed.**

The anticipated number of employees of the business is:

The business would anticipate total employment of over 150 FTE

The expected numbers of employees of the business who will reside in Taylor County is:

**The business anticipates that over 90% if the employees would reside
within Taylor County**

The average wage of the employees of the business is or will be:

The average wage of the business would be in excess of 30,000

The type of industry or business is or will be:

The business is a manufacturer of snack products

The environmental impact of the business is or is expected to be:

Waste Water Treatment Current Permit with DACS is in force.

No anticipated would require increased or further environmental permitting

The anticipated volume of business or production is:

Production would increase to approximately 16,000 lbs per hour

Would relocation or expansion of the business occur or have occurred without the exemption?

Expansion is dependent on approval of a combination of local, state, and federal incentives, including the exemption. Lack of exemption would

greatly affect decision and could jeopardize the project

Is (or will it be) the business located within an enterprise zone or redevelopment area?

The business is currently located within an enterprise zone and the proposed expansion would take place on the same parcel of land

What is the cost and demand for services or product produced by the business?


Average cost per unit is \$.80 and demand for product is strong due to the increased prominence of private label snacks in retail environments.

What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

While most raw materials are not available within the county, other supplies that are available will be sourced from local suppliers when possible.

For any construction, local resources will be encourages to bid on the project and, when feasible, will be given preference.

Signature: _____



Printed Name: Mahmoud Armouch

On behalf of: Super-Pufft Snacks USA, Inc

Date: 12/09/2018

CERTIFICATION

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

Signature: _____

Date Submitted: _____

PROPERTY APPRAISER REPORT TO THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

The undersigned duly elected Property Appraiser for Taylor County, Florida, has reviewed the above application, along with a copy of Form DR-418, and reports the following to the Taylor County Board of County Commissioners:

The total revenue available to the county for the current fiscal year from ad valorem tax sources is, or an estimate of such revenue if the actual total revenue available cannot be determined.

Total Revenue Available: _____

Estimated Total Revenue: _____

Any revenue lost to the county for the current fiscal year by virtue of exemptions previously granted under this section, or an estimate of such revenue if the actual revenue lost cannot be determined.

Total Revenue Lost: _____

Estimated Total Loss: _____

An estimate of the revenue which would be lost to the county during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation.

Estimated Lost Revenue: _____

In the opinion of the Property Appraiser, the property for which an exemption is requested is to be incorporated into (check only one):

☐ A new business as defined in s. 196.012, Florida Statutes.

☐ The expansion of an existing business as defined in s. 196.012, Florida Statutes

☐ Neither a new business nor an existing business as defined in s. 196.012, Florida Statutes.

Signature: _____

Property Appraiser for Taylor County

Date: _____

DR-418
R. 12/99

[illegible]

Signature, Property Appraiser

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Supervisor of Elections to Discuss Board Appointment and Alternate for the Canvassing Board, Notice of Special Election, Budget Amendment for the Special Elections, and License and Hold Harmless Agreements for Polling Place at Multiple Locations for the Special Primary Election and the Special Election.

MEETING DATE REQUESTED:

February 4, 2019

Statement of Issue:

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: Dana Southerland, Supervisor of Elections

Contact: 838-3515

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: Approve or Deny

Attachments:

Notice of Special Election for the Office of State Representative, District 7

License and Hold Harmless Agreement for Polling Place – Multiple Locations

**NOTICE OF SPECIAL ELECTION
FOR THE OFFICE OF
STATE REPRESENTATIVE, DISTRICT 7**

WHEREAS, the Governor of the State of Florida, under and by virtue of Sections 100.101 and 100.141, Florida Statutes, has called a Special Election for filling the vacancy of the office of State Representative, District 7, and has also called a Special Primary Election for selecting nominees of the recognized political parties for such election, and

WHEREAS, the dates for such Special Primary Election and Special Election have been fixed by the Governor as follows:

Special Primary Election: April 9, 2019

Special Election: June 18, 2019

In the event that the Special Primary Election and/or the Special Election need not be held as scheduled, the date of the Special Election shall be scheduled for the date of the Special Primary Election.

WHEREAS, Section 100.141, Florida Statutes, provides that the Secretary of State shall fix the dates for candidates to qualify for such Special Primary Election and Special Election and the dates for candidates to file campaign reports, and

WHEREAS, candidates seeking to qualify by the petition method must obtain valid signatures as follows:

240 valid signatures

WHEREAS, petitions for candidates qualifying by the petition method must be submitted to the supervisor of elections in the county in which signatures are collected no later than 5 p.m., February 8, 2019, in order that the supervisor of elections can verify the signatures and certify the results to the Division of Elections no later than 5 p.m., February 11, 2019. Qualifying fees for those candidates not qualifying by the petition method are as follows:

Partisan: \$1,781.82

No Party Affiliation: \$1,187.88

THEREFORE, I, Jennifer Kennedy, Secretary of State of the State of Florida, do hereby fix and declare that the date on which candidates may qualify for said Special Election shall be from 8:00 a.m., February 13, 2019, through Noon, February 14, 2019, and the dates for candidates to file campaign reports are as follows:

| <u>Report</u> | <u>Cover Periods</u> | <u>Due Dates</u> |
|---------------|----------------------------------|------------------|
| SP1 | Date appointment filed – 2/28/19 | 3/11/19 |
| SP2 | 3/1/19 – 4/4/19 | 4/5/19 |
| SG1 | 4/5/19 – 5/9/19 | 5/16/19 |
| SG2 | 5/10/19 – 6/13/19 | 6/14/19 |

A final report is due 90 days after the candidate becomes unopposed, is eliminated, or elected.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this 24th day of January, A.D., 2019.

A handwritten signature in black ink, reading "Jennifer Kennedy".

SECRETARY OF STATE

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 1

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and First United Methodist Church, the LICENSOR, whose address is 302 N Jefferson St, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

First United Methodist Church - Sunday School Room

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 2

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County District School Board – Big Bend Technical College, the LICENSOR, whose address is 3233 Highway 19 South, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Big Bend Technical College - Commons Area

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By:

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 3

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Blue Creek Baptist Church, the LICENSOR, whose address is 21028 Beach Rd, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Blue Creek Baptist Church, Church Fellowship Hall

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By:

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 4

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Salem Baptist Church, the LICENSOR, whose address is 10400 Fish Creek Rd, Salem, Florida 32356.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Salem Baptist Church – Sunday School Rooms

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By:

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 5

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Steinhatchee Community Center, the LICENSOR, whose address is 10135 Riverside Dr, Steinhatchee, Florida 32359.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Steinhatchee Community Center

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By:

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 6

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Shady Grove Missionary Baptist Church, the LICENSOR, whose address is 4230 Alton Wentworth Rd, Shady Grove, Florida 32357.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Shady Grove Missionary Baptist Church Fellowship Hall

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By:

Approved as to form and legal sufficiency

By:

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 7

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Johnson Stripling Rd Voting House, the LICENSOR, whose address is 3160 Johnson Stripling Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Johnson Stripling Road Voting House

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____

County Attorney

**LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 8**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and United Steel Workers Union, Local 1192, the LICENSOR, whose address is 1878 S Old Dixie Hwy, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

United Steel Workers Union Building, Local 1192

2. **TERM/USE OF PREMISES** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. **PAYMENT** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 9

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Forest Capital Hall, the LICENSOR, whose address is 203 Forest Park Drive, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Forest Capitol Hall – Educational Room

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By:

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 10

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Lakeside Baptist Church, the LICENSOR, whose address is 3111 Lakeside Dr, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Lakeside Baptist Church – Fellowship Hall

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By:

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 11

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Kelly Grade Voting House, the LICENSOR, whose address is 3239 Kelly Grade, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Kelly Grade Voting House

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 12

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Perry Shrine Club, the LICENSOR, whose address is 1050 Courtney Rd, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Perry Shrine Club Building

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 13

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Leadership Council, the LICENSOR, whose address is 1201 Martin Luther King Ave, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Jerkins Building – Conference Room

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____

Signature

(Print or type name here)

Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____

Chairman, BCC

Date: _____

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By: _____

County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE
PRECINCT 14

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Sports Complex, the LICENSOR, whose address is 16865 U S Hwy 19 N, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Sports Complex Office Building

2. TERM/USE OF PREMISES The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

SPECIAL PRIMARY ELECTION – April 9, 2019

SPECIAL ELECTION – June 18, 2019

The premise is to be occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates. Also, the LICENSOR agrees to allow the LICENSEE accessibility to the premises on the day before the designated election day and the day after the designated election day for use by the election team set-up crew in order to set-up and prepare the premises for voting on election day and to remove all election related equipment the day after.

3. PAYMENT For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By:

Signature

(Print or type name here)

Title:

Date:

LICENSEE:

ATTEST:

By:

Chairman, BCC

Date:

ANNIE MAE MURPHY
Clerk of Circuit Court

By: _____

Approved as to form and legal sufficiency

By:

County Attorney

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO REVIEW AND APPROVE BID SOLICITATION FOR DISPOSAL OF THE OLD HOSPITAL FACILITY.

MEETING DATE REQUESTED:

February 4, 2019

Statement of Issue: Pursuant to 125.35, Florida Statute the Board is authorized to dispose of public property whenever the Board determines that it is in the best interest of the County to do so to the highest and best bidder and with such conditions as the Board may in its discretion determine.

Recommended Action: The Board should approve the Invitation to Bid package requesting sealed Bids for purchase of the Old Hospital property and buildings. Further, the Board should state the preferred location(s) and duration of advertisement.

Fiscal Impact: ADVERTISING EXPENSES

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Pursuant to Section 125.35, Florida Statutes, the Board is authorized to dispose of public property whenever the Board determines that it is in the best interest of the County to do so to the highest and best bidder and with such conditions as the Board may in its discretion determine. During its November 20, 2018 meeting, the Board of County Commisisoners discussed and directed Staff to pursue sale of the Old Hospital property and buildings located at 407 East Ash Street. Staff has prepared the attached Invitation to Bid requesting sealed Bids from interested Bidders who will be responsible for all costs associated with the transaction other than the initial advertising expense.

Options:

- 1) The Board should approve the Invitation to Bid package and state the preferred location(s) and duration of advertisement.
- 2) Modify or reject the proposed Invitation to Bid and state reasons for such.

Attachments:

Proposed Invitation to Bid

BID DOCUMENTS

Old Hospital Property Invitation to Bid – Property Sale Taylor County, Florida

February 2019

Prepared for:

**Taylor County Board of County Commissioners
108 N. Jefferson St.
Perry, Florida 32347**

Prepared by:

**Taylor County Engineering
201 East Green Street
Perry, FL 32347
850.838.3500**

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for purchase of the **Old Hospital Property**.

Interested Bidders shall submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for Old Hospital Property**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on **March xx, 2019**. All Proposals **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at 9:xx A.M. local time, or as soon thereafter as practical, on **March xx, 2019**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information is available from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 and is also available on-line at www.taylorcountygov.com/Bids/Index.htm.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the Bid deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – GENERAL INSTRUCTIONS

- 1.01 The Taylor County Board of County Commissioners is considering the sale of the Old Hospital property located at 407 East Ash Street on the corner of East Ash Street and North Center Street in Perry, Florida.
- A. This sale will be inclusive of the physical property and all buildings and improvements in their current “**As-Is**” condition located within the described area at this property. No written or implied liabilities, concessions, warranties or guarantees are offered associated with this sale.
 - B. The property is more specifically described as that portion of Parcel 24-04-07-03650-000 to include Blocks 4, 5, 6, and 7 of Peacock - Highland Subdivision as recorded in OR BK 1 PG 34. The property will also include those interior portions of Hiram Street and Jeff Davis Ave. Rights of Way located between the referenced Blocks. The property contains approximately 5.65 acres more or less.
 - C. Full payment for the property must be made in the form of a cashier's check, made payable to the **Taylor County Board of County Commissioners**.
 - D. Buyers will be responsible for all costs associated with the transaction to include but not limited to the payment of all documentary stamp tax and recording fees, which are due at the time of purchase. The Taylor County Clerk’s Office will provide this information.
 - E. Conveyance of the property will be by County deed. Buyer will be responsible for any title searches, appraisals or survey(s) deemed necessary to complete this transaction.
 - F. The sale and conveyance of any real property by the County is subject to the terms, conditions, and requirements of Section 125.35 of Florida Statutes.
- 1.02 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 1.03 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
 - B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect the submitted Bid;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect the submitted Bid;
 - D. contact the appropriate governmental agencies to determine whether the property can be utilized for the Bidder's intended use;
 - E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid in accordance with the other terms and conditions of the Bidding Documents;

- F. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
 - G. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 1.04 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Solicitation.
- 1.05 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions and as needed will be issued by Addenda posted on the County Website and mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 2 – PREPARATION OF BID

- 2.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner.
- A. Bidders shall submit a Bid on a lump sum basis as provided for in the Bid Form.
- 2.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.
- 2.03 All names shall be typed or printed in ink below the signatures.
- 2.04 The address and telephone number for communications regarding the Bid shall be shown.
- 2.05 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 2.06 Bid security will be required for this project.
- A. A Bid must be accompanied by Bid security made payable to Owner in an amount of Five percent (5%) of Bidder’s maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a Surety Company.
- 2.07 The Bid security of the Successful Bidder will be retained until Owner and Bidder have successfully completed the transaction and met any other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 2.08 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within thirty days after the Bid opening.

ARTICLE 3 - SUBMITTAL OF BID

3.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

[A. Bid Bond (5%)]

[B. Non-Collusion Affidavit]

3.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “Sealed Bid for Old Hospital Property.” Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

3.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

3.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

3.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

ARTICLE 4 – BID PROCESS

4.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids and to cancel or withdraw this bid solicitation at any time. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the Bid deemed to be in the County’s best interest.

4.02 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly.

4.03 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Board of County Commissioners.

4.04 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

4.05 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

4.06 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements as may be requested in the Bid Form or prior to the Notice of Award.

4.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders to satisfy the Bidding requirements in accordance with this solicitation.

BID FORM

Old Hospital Property

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Taylor County Board of County Commissioners
Clerk of Court
1st Floor Courthouse, Suite 102
108 North Jefferson St.
Perry, Florida 32347*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to complete the Sale transaction as described in the Bidding Documents for the price indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

| | |
|---------------------|----------------------|
| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect the submitted Bid.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect the submitted Bid.
- D. Bidder is satisfied that the property can be utilized for the Bidder's intended use.
- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid at the price bid and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for which this Bid is submitted.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder agrees to complete the purchase in accordance with the Bid Documents for the following price(s):

Old Hospital Property

Total Lump Sum Bid Price _____ \$_____
(words) (numerals)

ARTICLE 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Sale will be completed and finalized no later than 60 days after Notice of Award.
- 6.02** Time for completing the transaction will not be extended unless mutually agreed to by both Parties to the transaction.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of _____
- B. Non-Collusion Affidavit

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with this solicitation for which the attached Bid has been submitted; or to refrain from Bidding in connection with such solicitation; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in this solicitation;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ (Name(s)) of _____ individual(s) who appeared before me as a notary) _____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

BID

Bid Due Date: March xx, 2019

Project (Brief Description Including Location): *Old Hospital Property*: The intent of this solicitation is to offer for sale the Old Hospital Property located at the corner of East Ash Street and North Center Street in Perry, Florida. The property is more specifically described as that portion of Parcel 24-04-07-03650-000 to include Blocks 4, 5, 6, and 7 of Peacock - Highland Subdivision as recorded in OR BK 1 PG 34. The property will also include those interior portions of Hiram Street and Jeff Davis Ave. Rights of Way located between the referenced Blocks. The property contains approximately 5.65 acres more or less.

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Taylor County, Florida.

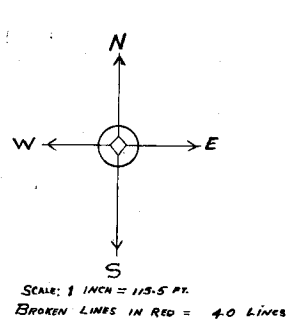
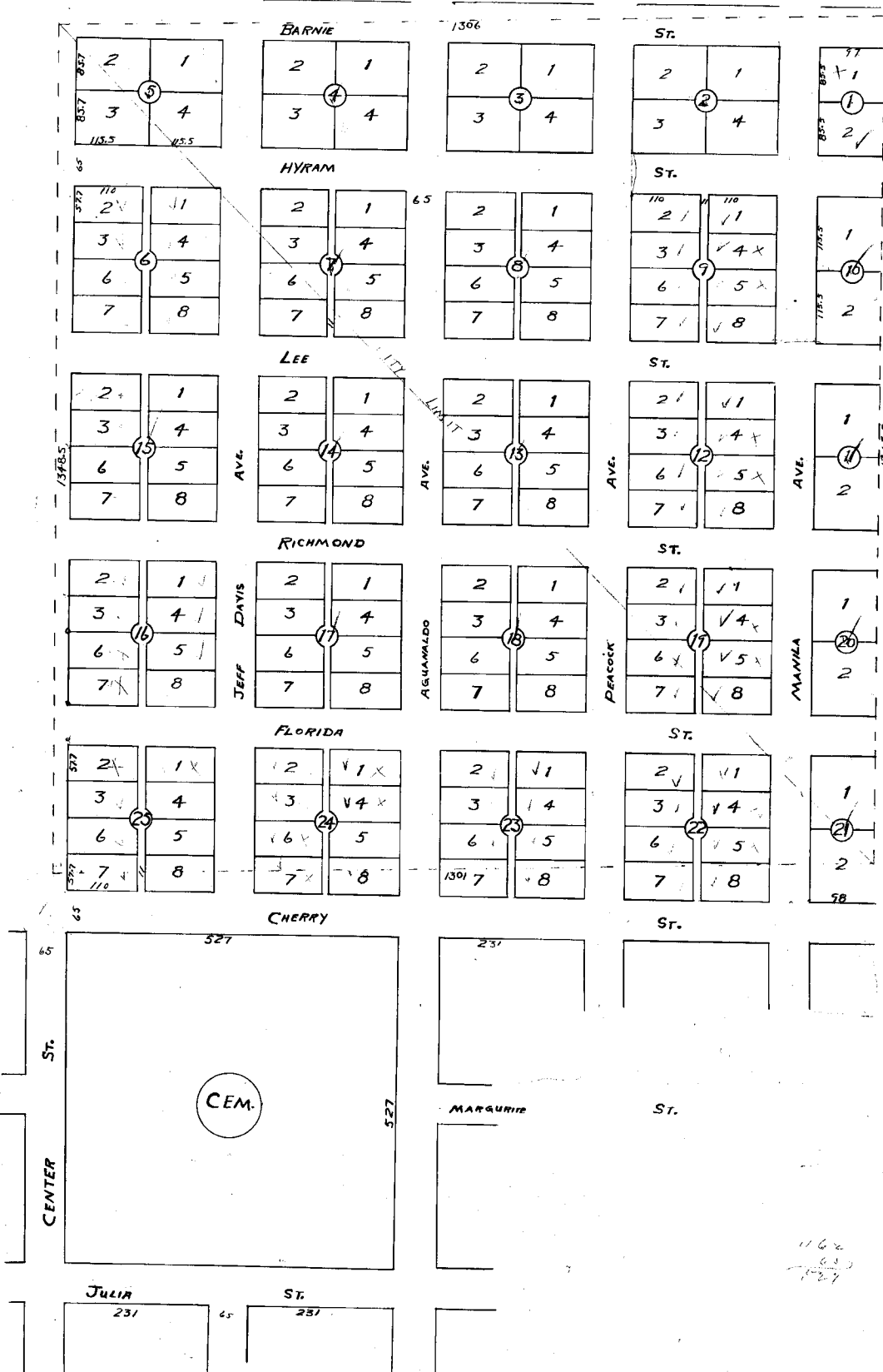
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





PEACOCK-HIGHLAND
SUB-DIVISION
PERRY, FLORIDA

34

Section 24 T. 4 S. R. 7 E. Was Resurveyed
and subdivided into quarters in the year of 1911.
The subdivision of the NW 1/4 of the NE 1/4 of
Section 24 T. 4 S. R. 7 E. into blocks and lots completed
September 5th 1925 and was made as represented
by this Plat.

Chairman { Andrew King
S. P. Adams
J. Frank King

State of Florida
Taylor County.
Before me on this day personally came J. Frank King, to me well known, and he being
by my first State Exam, says that he is a practical surveyor of twenty four years experience,
and that on the 15th day of September A.D. 1925, Applicant completed a survey of the PEACOCK-HIGHLAND
SUB-DIVISION to the Town of Perry, Florida, and of the quarter section of land in which said
Peacock-Highland Sub-Division is situated and that after making such survey, Applicant
made and drew the above plat and map of said Sub-Division and of said quarter section,
that such survey was correctly made and field notes were made; that this above plat
is a true and correct representation and map of the said Peacock-Highland Sub-
Division to the Town of Perry, Florida, and of said quarter section, in which said
Sub-Division is laid out and located; said Sub-Division being situated in the NW 1/4 of NE 1/4
of Section 24, Township 4, South, Range 7, East.
Sworn to and subscribed before me this the 15th day of September A.D. 1925.
Notary Public, State of Florida at Large.
My Commission Expires May 7th 1928.

15th September
1925
J. Frank King
J. E. Graham

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve bid documents for the leasing of 80+- acres to be harvested as hay at Perry Foley Airport.



MEETING DATE REQUESTED:

February 4, 2019

Statement of Issue: Board to review and approve bid documents for the leasing of 80+- acres to be harvested as hay at Perry-Foley Airport .The bids will be received at the March 19, 2019 meeting at 9:00 am if approved by the Board.

Recommendation: Approve bid documents.

Budgeted Expense: The County currently receives \$6,960.00 annually for the leasing of this 80+- parcel at the Airport.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The current contract for the leasing of the 80+- acres expires March 18, 2019. The lease will be for five (5) years, HOWEVER the Board will reserve the right to cancel the contract with a ninety (90) day notice to the bid awardee if the area is needed for aviation improvements and/or the development of a solar farm. The hay field area has been leased since 2001 as a revenue source for the airport.

Attachments: Bid Documents



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT, PERRY FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **“Sealed bids for “THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT, PERRY FLORIDA.”** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on **March 15, 2019**. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at **9:00 AM March 19, 2019** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **No faxed bids will be accepted.**

For additional information and bid package contact:

Ward Ketrang
Airport Manager
511 Industrial Park Drive
Perry, FL 32348
(850)838-3519
airport@taylorcountygov.com

OR

Jami Boothby
Grants Coordinator
401 Industrial Park Drive
Perry, FL 32348
(850)838-3553
grants.assist@taylorcountygov.com

BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County Florida

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Ward Ketring, Airport Manager at Perry Foley Airport, 511 Industrial Park Drive, Perry, FL 32348 Telephone (850) 838-3519 or airport@taylorcountygov.com. or Jami Boothby, Grants Coordinator at 401 Industrial Park Drive, Perry, FL 32348 Telephone (850)838-3553 or grants.assist@taylorcountygov.com. Documents may also be obtained from www.taylorcountygov.com.
2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, March 15, 2019**.
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **Sealed for bid for leasing of eighty (80) ± acres to be harvested as hay at Perry – Foley Airport.**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on March 19, 2019 at 9:00 AM or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. The County reserves the right to cancel any executed contract for the harvesting of hay with a ninety (90) day notice in the event the hay harvesting area is needed for aviation development purposes and/or the development of a solar farm. The individual/contractor the contract is executed with will be allowed to complete the hay harvesting season during the year the contract is cancelled.
11. It is the responsibility of the responders to fully understand and follow all contract expectations.
12. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the

Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.

13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
14. Responders who elect to send sealed bids Overnight Express or Federal Express, must send the to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
15. For additional information, contact:

Ward Ketring
Airport Manager
511 Industrial Park Drive
Perry, FL 32348
(850)838-3519
airport@taylorcountgov.com

or

Jami Boothby
Grants Coordinator
401 Industrial Park Drive
Perry, FL 32348
(850)838-3553
grants.assist@taylorcountygov.com

BIDDER INFORMATION

1. **Proposal:** The bidder's proposal shall include the amount the bidder will pay per acre to lease 80 ± acres at Perry – Foley Airport to be harvested for hay on annual basis.

The bidder must lease all 80 ± acres. The acreage will not be divided into parcels.

2. **Bid Form:** The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following:

“THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT.”

The eighty (80) ± acre field was planted at the Perry – Foley Airport in March of 2001.

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales.

Field can be inspected weekdays by appointment by contacting Ward Ketring at 850-838-3519 or at airport@taylorcountygov.com.

The successful bidder is required to fertilize the eighty (80) ± acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

Payment for each crop year will be due by September 30 of each year. The eighty (80) ± acres is being leased at _____ per acre for a total annual payment of _____.

2019 lease payment is due by 9/30/2019.
2020 lease payment is due by 9/30/2020.
2021 lease payment is due by 9/30/2021.
2022 lease payment is due by 9/30/2022.
2023 lease payment is due by 9/30/2023.

This agreement will be for a period of five (5) years.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commissioners.

The successful bidder may not sub-lease the acreage.

The successful bidder may only use the land leased for the harvesting of hay.

Hay needs to be removed from the field within 30 days of baling.

The County reserves the right to cancel any executed contract for the harvesting of hay with a ninety (90) day notice in the event the hay harvesting area is needed for aviation development

purposes and/or the development of a solar farm. The individual/contractor the contract is executed with will be allowed to complete the hay harvesting season during the year the contract is cancelled.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
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LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

PROJECT IDENTIFICATION: THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT.

THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County
1st Floor Courthouse
108 N. Jefferson Street
Perry, Florida 32347

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 80 ± to be harvested as hay and to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.
 - (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees to the following Scope of Work schedule:

Payment for lease will be due by September 30 of each year.

2019 lease payment is due by 9/30/2019.

2020 lease payment is due by 9/30/2020.

2021 lease payment is due by 9/30/2021.

2022 lease payment is due by 9/30/2022.

2023 lease payment is due by 9/30/2023.

5. Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.
6. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.
7. BIDDER understands the County reserves the right to cancel any executed contract for the harvesting of hay with a ninety (90) day notice in the event the hay harvesting area is needed for aviation development purposes and/or the development of a solar farm. The individual/contractor the contract is executed with will be allowed to complete the hay harvesting season during the year the contract is cancelled.
8. Communications concerning this Bid shall be addressed to:

WARD KETRING (850)838-3519
airport@taylorcountygov.com
Perry – Foley Airport
511 Industrial Park Drive
Perry, Florida 32348

9. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

10. **BIDDER AGREES TO LEASE. 80 ± ACRES AT AN ANNUAL LEASE COST OF _____**
PER ACRE TOTAL COST OF ANNUAL LEASE _____
(This **MUST** be filled out by Bidder.)

SUBMITTED on _____, 20____

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNESHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)
Name of Person Authorized to Sign

(Corporate Seal) _____
Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

BID CHECKLIST

Check Items Included:

- _____ 1. Required proposal/bid information referenced above.
- _____ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- _____ 3. Declaration Page from Workmen's Compensation Insurance OR a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement.
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

Checklist must be included with the bid.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is _____ and my relationship to the entity
named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any bid or contract for goods or services to
be provided to any public entity or an agency or political subdivision of any other state or of the United
States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,
means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of
guilt, in any federal or state trial court or record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a
plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime: or
 - B. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes those
officers, directors, executives, partners, shareholders, employees, members, and agents who
are in the management of an affiliate. The ownership by one person of shares constituting a
controlling interest in another person, or a pooling of equipment or income among persons
when not for fair another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36
months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any
natural person or entity organized under the laws of any state or the United States with the legal power
to enter into a binding contract and which bids or applies to bid on contracts for the provisions of
goods or services let by a public entity, or which otherwise transacts or applies to transact business
with a public entity. The term "person" includes those officers, directors, executives, partners,
shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____

day of _____, _____.

NOTARY PUBLIC

My commission expires: _____



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

THIS CONTRACT, made the _____ day of _____,
20_____. Between TAYLOR COUNTY, hereinafter called the COUNTY, and _____

Hereinafter called the **CONTRACTOR. WITNESSETH**, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

**"THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS
HAY AT THE PERRY – FOLEY AIRPORT."**

The eighty (80) ± acre field was planted at the Perry – Foley Airport in March of 2001.

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales.

Field can be inspected weekdays by appointment by contacting Ward Ketring at 850-838-3519 or at airport@taylorcountygov.com.

The successful bidder is required to fertilize the eighty (80) ± acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

Payment for lease will be due by September 30 of each year. The eighty (80) ± acres is being leased at _____ per acre for a total annual payment of _____.

2019 lease payment is due by 9/30/2019.

2020 lease payment is due by 9/30/2020.

2021 lease payment is due by 9/30/2021.

2022 lease payment is due by 9/30/2022.

2023 lease payment is due by 9/30/2023.

This agreement will be for a period of five (5) years.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commission.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of hay.

Hay needs to be removed from the field within 30 days of baling.

2. **THE CONTRACT PRICE.** Successful Bidder shall pay to the County for the performance of this Contract, subject to any additions or deductions provided therein, by Cashier's check payable to the Taylor County Board of County Commissioners.
3. **RIGHT TO CANCEL CONTRACT.** The County reserves the right to cancel any executed contract for the harvesting of hay with a ninety (90) day notice in the event the hay harvesting area is needed for aviation development purposes and/or the development of a solar farm. The individual/contractor the contract is executed with will be allowed to complete the hay harvesting season during the year the contract is cancelled.
4. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damages all property associated with or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
5. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, Agents or Employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the Contractor, its subcontractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its Subcontractors, Agents or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its Officer, Agents or Employees.
6. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 holding the County harmless for the Contractor's negligence, **and list the County as additionally insured under the Contractor's coverage.**
7. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation law for all of its employees.
8. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, in not attached, as if hereto attached.

(a) Bid Specification and Details

- (b) The Contractor's Proposal
- (c) This Instrument

In the event that any provision in any of the above component parts, the provision in the component list enumerated above shall govern over any other component part, which follows it numerically except as may be otherwise specifically stated.

9. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: **WARD KETRING, PERRY – FOLEY AIRPORT, 511 INDUSTRIAL PARK DRIVE, PERRY, FLORIDA 32348 TELEPHONE (850)838-3519, or airport@taylorcountygov.com**
10. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be in Taylor County, Florida, and the prevailing party is entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, THE Parties hereto have caused this instrument, as of the _____ day of _____, 20____.

WITNESS:

TAYLOR COUNTY

Chairman

ATTEST: _____
Annie Mae Murphy
Clerk of Courts

WITNESSES:

CONTRACTOR

Signature

STATE OF FLORIDA
COUNTY OF TAYLOR

THIS FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20____, who is personally know to me and who did not take an oath.

NOTARY PUBLIC
My Commission Expires: _____

ADDITIONS TO THE AGENDA

February 4, 2019

REMOVE ITEM :

Number 7

ADD ITEM:

14A

THE BOARD TO CONSIDER APPROVAL OF DRAFT RESOLUTION OF INTENT FOR IMPLEMENTATION OF FIRE ASSESSMENT AND ADVERTISEMENT FOR PUBLIC HEARING.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: DRAFT RESOLUTION OF INTENT FOR FIRE ASSESSMENT



MEETING DATE REQUESTED: FEBRUARY 4, 2019

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF DRAFT RESOLUTION OF INTENT FOR IMPLEMENTATION OF FIRE ASSESSMENT AND ADVERTISEMENT FOR PUBLIC HEARING.

Recommended Action:

Fiscal Impact: \$7,800 PLUS ANTICIPATED \$12,000 FOR MAILING COSTS TO COMPLETE PHASE 2 OF PROJECT.

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STAFF WAS NOTIFIED BY PROJECT CONSULTANT GOVERNMENT SERVICES GROUP THAT IN ORDER FOR THE BOARD TO CONSIDER IMPLEMENTATION OF A FIRE ASSESMENT FOR THE UPCOMING BUDGET YEAR THERE MUST BE A NOTICED PUBLIC HEARING HELD BY MARCH 1, 2019. THE PROPERTY APPRAISER AND THE TAX COLLECTOR HAVE BOTH AGREED TO AN EXTENSION TO MARCH 1, 2019 TO ADVERTISE AND HOLD A PUBLIC HEARING FOR THE RESOLUTION OF INTENT. THE RESOLUTION OF INTENT DOES NOT ADOPT THE ASSESSMENT, ONLY THE BOARD'S CONSIDERATION OF THE ASSESSMENT. THE PROPOSED PUBLIC HEARING IS SCHEDULED FOR FEBRUARY 28, 2019 AT 10:00 A.M. AND ADVERTISEMENT HAS BEGUN, IN ORDER TO MEET STATUTORY REQUIREMENTS OF 4 CONSECUTIVE WEEKS OF ADVERTISING.

Options: APPROVE/NOT APPROVE

Attachments: DRAFT RESOLUTION AND ADVERTISEMENT
TAX COLLECTOR AND PROPERTY APPRAISER'S
CONSENT TO EXTENTION OF TIME

RESOLUTION NO. _____

**A RESOLUTION OF TAYLOR COUNTY, FLORIDA
ELECTING TO USE THE UNIFORM METHOD OF
COLLECTING NON-AD VALOREM SPECIAL
ASSESSMENTS FOR THE PROVISION OF FIRE
PROTECTION SERVICELEIVED WITHIN THE
UNINCORPORATED AREA OF THE COUNTY;
STATING A NEED FOR SUCH LEVY; PROVIDING
FOR THE MAILING OF THIS RESOLUTION; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Taylor County, Florida (the "County") is contemplating the imposition of special assessments for the provision of fire protection services; and

WHEREAS, the County intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing fire protection services to property within the unincorporated area of the County as authorized by section 197.3632 Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2019, in the same manner as provided for ad valorem taxes; and

WHEREAS, the County held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication four consecutive weeks, of this hearing being attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the board of County Commissioners of Taylor County that;

1. Commencing with the Fiscal Year beginning on October 1, 2019, and with the tax statement mailed for such Fiscal Year, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632 Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing fire protection services. Such non-ad valorem assessments shall be levied within the unincorporated are of the County. A legal description of such area subject to the assessment is attached hereto as Exhibit "B" and incorporated by reference.
2. The County hereby determines that the levy of the assessments is needed to fund the cost of fire protection services within the unincorporated area of the County.
3. Upon adoption, the County Clerk is hereby directed to send a copy of this resolution by United States mail to the Florida Department of Revenue, the Taylor County Tax Collector, and the Taylor County Property Appraiser by March 10, 2019.
4. This Resolution shall be effective upon adoption

PASSED AND ADOPTED in special session at Perry, Taylor County Florida
this ____ day of _____. 2019

COMMISSONERS

**BOARD OF COUNTY
OF TAYLOR COUNTY, FLORIDA**

**BY: _____
PAM FEAGLE, Chairperson**

ATTEST:

Annie Mae Murphy, Clerk

NOTICE OF PUBLIC HEARING

Notice I hereby given by the Board of County Commissioners of Taylor County, Florida that the Board will hold a public hearing on February 28th, 2017 at 10:00 A.M. at the Taylor County Annex, 201 E. Green Street, Perry, Florida to determine if the board will pass the following Resolution styled;

**A RESOLUTION OF TAYLOR COUNTY, FLORIDA
ELECTING TO USE THE UNIFORM METHOD OF
COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS
FOR THE PROVISION OF FIRE PROTECTION SERVICE
LEVIED WITHIN THE UNINCORPORATED AREA OF THE
COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING
FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

The proposed Resolution may be inspected by the public at the Clerk of Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

This Resolution shall run for four (4) consecutive weeks prior to the date of the public hearing scheduled above.

All members of the public are welcomed to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

**TAYLOR COUNTY PROPERTY APPRAISER'S
CONSENT TO EXTENSION OF TIME**

This Consent to Extension of Time is given as of January 31st, 2019, by the Taylor County Property Appraiser (Property Appraiser), to Taylor County, Florida (the "County").

WHEREAS, the County desires to collect non-ad valorem assessments for fire services beginning with Fiscal Year 2019-20;

WHEREAS, the County must adopt a resolution of intent under Chapter 197, Florida Statutes in order to collect said assessment on the Tax Collector's tax bill under the Uniform Method of Collection;

WHEREAS, the County would like an extension beyond January 1, 2019, to March 1, 2019, by which to adopt the resolution of intent; and

WHEREAS, the County seeks the consent of the Property Appraiser and Tax Collector for such extension of time.

NOW, THEREFORE, the Property Appraiser hereby consents, pursuant to section 197.3632(3)(a), Florida Statutes, to the County's holding of a public hearing prior to March 1, 2019 to consider the adoption of a resolution of the County Commissioner's providing a notice of its intent to use the section 197.3632, Florida Statutes, non-ad valorem method of collecting assessments to fund the County's fire services beginning with Fiscal Year 2019-20.


Taylor County Property Appraiser

**TAYLOR COUNTY TAX COLLECTOR'S
CONSENT TO EXTENSION OF TIME**

This Consent to Extension of Time is given as of 1/31/JAN 31, 2019, by the Taylor County Tax Collector (Tax Collector), to Taylor County, Florida (the "County").

WHEREAS, the County desires to collect non-ad valorem assessments for fire services beginning with Fiscal Year 2019-20;

WHEREAS, the County must adopt a resolution of intent under Chapter 197, Florida Statutes in order to collect said assessment on the Tax Collector's tax bill under the Uniform Method of Collection;

WHEREAS, the County would like an extension beyond January 1, 2019, to March 1, 2019, by which to adopt the resolution of intent; and

WHEREAS, the County seeks the consent of the Property Appraiser and Tax Collector for such extension of time.

NOW, THEREFORE, the Tax Collector hereby consents, pursuant to section 197.3632(3)(a), Florida Statutes, to the County's holding of a public hearing prior to March 1, 2019 to consider the adoption of a resolution of the County Commissioner's providing a notice of its intent to use the section 197.3632, Florida Statutes, non-ad valorem method of collecting assessments to fund the County's fire services beginning with Fiscal Year 2019-20.



Taylor County Tax Collector

16

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

January 23, 2019

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013
(850) 584-6113
FAX (850) 584-2433

VIA E-MAIL AND REGULAR MAIL

Donald R. Curtis, III
Attorney at Law
103 North Jefferson Street
Perry, Florida 32347

Re: Your e-mail to me on 1/22/19 with TCDA Deed to the County

Dear Ray:

Thank you for your e-mail of 1/22/19.

Of course, this is the first I have been made aware of the overlap. Where exactly is the overlap?

Where did this description come from, is there a problem with prior deeds?

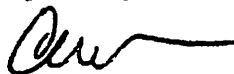
So, I am sending a copy of this letter to Ms. Lawanda Pemberton to put this problem on the agenda for the Board to decide what they want to do.

Of course, TCDA gave a General Warranty Deed.

I will be in touch.

Hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)
Ms. Lawanda Pemberton (via e-mail)

Lawanda,

Please give me a call.

The Bishop Law Firm, P.A.

From: Ray Curtis <ray@thecurtislawfirm.com>
Sent: Tuesday, January 22, 2019 8:56 AM
To: The Bishop Law Firm, P.A.
Cc: david@taylorpa.org; scottfrederick@fairpoint.net
Subject: Fwd: Development Authority
Attachments: Deed Signed 11.2.18.pdf

Hey Conrad,

The TCDA deeded the airport property it owned to the County on 11/2/18 (see attached deed). The property appraiser's office has advised that the legal description overlaps 173 feet onto the Cemetery. The TCDA does not likely have the financial resources to have the property abstracted and/or resurveyed so as to generate a new legal description that could be used in a corrective warranty deed. Can the County, either by way of an abstract, or a survey, provide an accurate legal description so that the TCDA can execute a corrective deed?

Thank you.

Ray

----- Forwarded message -----

From: Laurel Lavalle <laurel@thecurtislawfirm.com>
Date: Tue, Jan 22, 2019 at 8:28 AM
Subject: Re: Development Authority
To: Ray Curtis <ray@thecurtislawfirm.com>

He said it overlaps the Cemetery.

his email: david@taylorpa.org

On Mon, Jan 21, 2019 at 9:16 AM Ray Curtis <ray@thecurtislawfirm.com> wrote:

Please find out whose property the overlap is on...I suspect I know the answer, but please check. Also, when you respond, please include David's email address so I can communicate directly with him if needed.

On Thu, Jan 17, 2019 at 10:56 AM Laurel LaValle <laurel@thecurtislawfirm.com> wrote:

David w/Property Appraiser called. The deed from Developmental Authority to Taylor County has an overlap of 173 feet.(property they don't own. He wanted to let you know in case it was a typo.

--
Laurel LaValle
Legal Assistant
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347
(850) 584-5299
(850) 290-7448 fax

The preceding electronic mail message (including any attachments) contains information the sender deems confidential and constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of the foregoing electronic mail (including any attachments) by unintended recipients is not authorized by the sender and may be unlawful.

--
Ray Curtis
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347
(850) 584-5299
(850) 290-7448 fax

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--
Laurel LaValle
Legal Assistant
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347
(850) 584-5299
(850) 290-7448 fax

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--

Ray Curtis
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347
(850) 584-5299
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This instrument prepared by:
Ray Curtis
Florida Bar #0043636
THE CURTIS LAW FIRM, P.A.
103 North Jefferson Street
Perry, Florida 32347
Phone: (850) 584-5299
Description furnished by Grantor.
Title to the property described
herein neither examined nor
approved by the preparer.

General Warranty Deed

Made on November 2nd, 2018, by and between **Taylor County Development Authority**, a public corporation organized and existing pursuant to Chapter 159, Florida Statutes, whose address is 103 East Ellis Street, Perry, Florida 32347, Grantor, and **Taylor County, Florida**, a political subdivision organized and existing pursuant to Article VIII of the Constitution of the State of Florida, whose address is 201 East Green Street, Perry, Florida 32347, Grantee.

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee forever, all the right, title, interest, claim and demand which said Grantor has in and to, all that certain land situate in Taylor County, Florida viz:

See Attached "Exhibit A"

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.


To Have And To Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

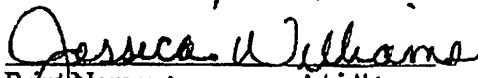
And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2018.

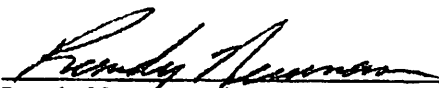
GRANTOR WARRANTS AT THE TIME OF THIS CONVEYANCE, THE SUBJECT PROPERTY IS NOT THE GRANTOR'S HOMESTEAD WITHIN THE MEANING SET FORTH IN THE CONSTITUTION OF THE STATE OF FLORIDA, NOR IS IT CONTIGUOUS TO OR A PART OF HOMESTEAD PROPERTY.

In Witness Whereof, said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:


Print Name: Ray Curtis


Print Name: Jessica Williams


Randy Newman, Chairman (SEAL)
Taylor County Development Authority

STATE OF FLORIDA)
COUNTY OF TAYLOR)

The foregoing instrument was acknowledged before me on November 2nd, 2018, by Randy Newman, Chairman of the Taylor County Development Authority, who is authorized by vote of the Board of Directors of the Taylor County Development Authority, who personally appeared before me at the time of notarization.



[NOTARIAL SEAL]

NOTARY:



☒ personally known to me
☐ produced _____ as identification

Exhibit A

Legal Description


Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 12, Township 5 South, Range 7 East and run North 01 degrees 33 minutes 28 seconds East, along the East Boundary Line of said Southwest Quarter of the Northeast Quarter (Bearing Base), 15.31 feet to the Northerly Right of Way of County Road No. 30-A and the Point of Beginning; thence from said Point of Beginning continue North 01 degrees 33 minutes 28 seconds East, along the East Boundary Line of said Southwest Quarter of the Northeast Quarter, 546.29 feet to the South Boundary Line of Airport Property (Taylor County Property); thence run North 89 degrees 33 minutes 16 seconds West, along said South Boundary Line, 586.74 feet; thence run South 61 degrees 10 minutes 28 seconds West, along said South Boundary Line, 883.00 feet to the West Boundary Line of said Southwest Quarter of the Northeast Quarter; thence run South 02 degrees 09 minutes 46 seconds West, along the West Boundary Line of said Southwest Quarter of the Northeast Quarter and the South Boundary Line of Airport Property (Taylor County Property), 130.71 feet to the Northeast corner of the Northeast Quarter of the Southwest Quarter of Section 12, Township 5 South, Range 7 East; thence run North 89 degrees 35 minutes 32 seconds West, along the North Boundary Line of said Northeast Quarter of the Southwest Quarter and the South Boundary Line of said Airport Property (Taylor County Property), 229.44 feet; thence run South 61 degrees 10 minutes 28 seconds West, along said South Boundary Line of Airport Property (Taylor County Property), 509.18 feet to the Northeast corner of Carlton Springs Cemetery; thence run South 00 degrees 51

minutes 55 seconds West, along the East Boundary Line of said Cemetery, 568.02 feet to the Northerly Right of Way of County Road No. 30-A in a curve concave to the Northwest and having a radius of 1432.40 feet; thence run Northeasterly, along the arc of said Right of Way curve through a central angle of 3 degrees 19 minutes 09 seconds, an arc distance of 80.66 feet to the Point of Tangency of said curve; thence run North 66 degrees 20 minutes 25 seconds East, along said Northerly Right of Way, 1610.47 feet to the Point of Curvature of a 1909.86

foot radius curve concave to the Southeast; thence run Northeasterly, along the arc of said Right of Way curve through a central angle of 14 degrees 52 minutes 22 seconds, an arc distance of 506.14 feet to the Point of Beginning. Said parcel contains 29.62 acres and is located in the Southwest Quarter of the Northeast Quarter, Northeast Quarter of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter of Section 12, Township 5 South, Range 7 East, Taylor County, Florida. Subject to Ditch Easements being located in the Southwest Quarter of the Northeast Quarter and in the Northeast Quarter of the Southwest Quarter of Section 12, Township 5 South, Range 7 East, Taylor County, Florida; LESS AND EXCEPT that portion, if any, of the above-described lands which constitute submerged sovereign land.

LESS AND EXCEPT

COMMENCE AT THE NE CORNER OF THE NE 1/4 OF SW 1/4 OF SECTION 12, T5S, R7E AS THE POINT OF BEGINNING AND RUN N 89° 35' 32" W, ALONG THE FORTY LINE (BEARING BASE), 229.44 FEET; THENCE RUN S 61° 10' 28" W, 335.83 FEET TO THE NE CORNER OF CARLTON CEMETERY; THENCE RUN S 00° 51' 55" W, ALONG THE EAST BOUNDARY LINE OF SAID CEMETERY, 587.74 FEET TO THE NORTH R/W LINE OF COUNTY ROAD NO. 30-A; THENCE RUN N 66° 20' 25' E, ALONG SAID R/W LINE, 572.85 FEET; THENCE RUN N 00° 51' 55" E, 518.13 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 7.05 ACRES AND IS LOCATED IN SECTION 12, T5S, R7E, TAYLOR COUNTY, FLORIDA.

| TAYLOR COUNTY BOARD OF COMMISSIONERS | |
|---|---|
| County Commission Agenda Item | |
|  | SUBJECT/TITLE: The Board to consider approving Requested Changes to the Purchasing Policy as agendaed by Jack Brown, County Administrator. |
| | |
| MEETING DATE REQUESTED: March 4, 2013 | |

Statement of Issue: Recommend the purchasing thresholds be increased to be in line with the state as detailed in FS 287.057 / FAC Rule 60A-1

Recommended Action: Increase the threshold levels as detailed in the attached slide

Fiscal Impact: None **Budgeted Item:** N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The current Board purchasing thresholds are detailed in left hand column of the attached slide. The right hand column is the recommended threshold levels consistent with state guidelines. Increasing the thresholds will allow the county staff to conduct the business of the county in a more timely manner.

Options: Approve/Disapprove / Alter

Attachments: Attached PowerPoint Slide as discussed at the Board workshop on 2/26/2013.



PURCHASING THRESHOLDS

| Purchasing Requirements | Taylor County (Current) | FS 287.057 / FAC Rule 60A-1 |
|---|-------------------------|-----------------------------|
| Best purchasing practices | Less than \$500 | Less than \$2,500 |
| Documented Verbal Quotes approved by Department Head | \$500 - \$1,500 | N/A |
| Documented Written Quotes approved by Department and the County Administrator | \$1,501 - \$10,000 | \$2,501 - \$35,000 |
| Formal Solicitation | Greater than \$10,000 | Greater than \$35,000 |

First | Previous | Next | Last | Search | Help

Book Type[BOCC] Date[03/04/2013] Time[5:30 P.M.
Book#[60] Minutes#[1] Meeting-Type[REGULAR

**BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA**

COURTHOUSE ANNEX

M I N U T E S

MONDAY, MARCH 4, 2013

5:30 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN REGULAR SESSION ON THE ABOVE DATE.

PRESENT WERE MALCOLM PAGE, VICE-CHAIRMAN, JIM MOODY, JODY DEVANE AND PATRICIA PATTERSON, A QUORUM OF THE BOARD BEING PRESENT. COUNTY ATTORNEY, CONRAD BISHOP, COUNTY ADMINISTRATOR, JACK BROWN AND CLERK OF COURT, ANNIE MAE MURPHY, WERE ALSO PRESENT. PAM FEAGLE WAS ABSENT.

PAT PATTERSON LED THE BOARD IN PRAYER, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG. THE BOARD WAS THEN CALLED TO ORDER BY VICE-CHAIRMAN PAGE, AND BUSINESS TRANSACTED AS FOLLOWS:

1. UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR THIS DATE, AS FOLLOWS:
 - 1-A. CHANGE ITEM NO. 13., THE BOARD TO CONSIDER APPROVAL OF THE FDOT JOINT PARTICIPATION AGREEMENT (JPA) #21733249413 AND ADOPTION OF

SAID JPA ON FILE WITH THE GRANTS COORDINATOR.

COUNTY ATTORNEY ITEMS:

14. UPON MOTION OF COMMISSIONER MOODY, WITH SECOND BY COMMISSIONER DEVANE, AND BY UNANIMOUS VOTE, THE BOARD APPROVED SALE OF PROPERTY AT CEDAR ISLAND TO CHET SHERRER, FOR THE STATED AMOUNT OF THE APPRAISAL, \$ 1,475.00, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

15. UPON MOTION OF COMMISSIONER DEVANE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED BOARD RULES FOR FY 2012/2013, AS AMENDED.

SAID DOCUMENTATION ON FILE WITH THE COUNTY ADMINISTRATOR.

~~16. THE BOARD DISCUSSED APPROVAL OF REQUESTED CHANGES TO THE PURCHASING POLICY.~~

~~THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING RECOMMENDATIONS FOR CHANGES TO THE BOARD'S PURCHASING POLICY:~~

UPON MOTION OF COMMISSIONER DEVANE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE REQUESTED CHANGES TO THE BOARD'S PURCHASING POLICY.

17. THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING INFORMATIONAL ITEMS:



Taylor County

Board of County Commissioners'

Policy Manual

3.01.05.01

| Policy #: | Title: | Effective Date: |
|-----------|--------------------------------|-----------------|
| 2010-07 | Purchasing Levels of Authority | 04/05/10 |

PURPOSE

The purpose of this policy is to provide guidelines pursuant to Section 112.313, Florida Statutes, pertaining to standards of conduct for public officers, employees of agencies, and local government attorneys expressly apply to the Taylor County Purchasing Policy.

REFERENCE

Specific statutory provisions pertaining to purchasing and contracting include but are not limited to: Section 112.313 (standards of conduct), Section 180.24 (bids on construction contracts), Section 218.70, et. Seq. (the Florida Prompt Payment act), Section 225.20 (local bid law), Section 287.055 (consultants' competitive negotiation act), Section 336.44 (county roadwork).

POLICY

The policy amends the sections of the Purchasing Manual "Approval Process for All Purchase Orders" and "Bid Process" to read:

The Purchasing Department is the only department authorized to issue purchase orders. For purchases of single items less than \$500 no quotation is required. Department Heads or designees will sign requisitions for these purchases. Purchase orders with a per unit cost between \$500 and \$1,500 are issued upon authorization of the Department Head and require three quotations, which may come via telephone, fax or email. Purchase orders with a per unit cost between \$1,500 to \$25,000 will be authorized by the Department Head and the County Administrator. Three written quotes are required if available. If three quotes are not available the "No quotes" must still be documented in writing including a copy of the email or fax requesting the quote.

NOTE: Regardless of the number of individual items purchased or exemptions in the purchasing manual any purchase order cumulatively totaling \$15,000 or more must be personally approved by the County Administrator.

For purchases over \$25,000 the Competitive Formal Bidding Procedures apply (County Administrator and Board Approval needed). Certain purchases may be exempted from the bid process as defined in the Purchasing Manual (such as vehicles bought under state contract, etc.).

NOTE: The requesting Department shall pay particular attention to contract/services agreements which have the potential to exceed the \$50,000 limit over the life of the contract. The local vendor preference policy remains in effect.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

Sunset Date: 3/1/2019

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Revision of Approved Board Calendar



MEETING DATE REQUESTED: February 4, 2019

Statement of Issue: The Board has requested a calendar revision to change the monthly workshop from the 2nd Thursday of the month to the 4th Tuesday of the month.

Recommended Action: Approve revised calendar

Fiscal Impact: None

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board meetings are scheduled for the 1st Monday of the month at 6:00 pm and the 3rd Tuesday of the month at 9:00 am for regular meetings. Workshops have been scheduled for the 2nd Thursday of the month at 6:00 pm. The Board has discussed changing the monthly workshop to the 4th Tuesday of the month at 6:00 pm to avoid multiple meetings within a work week. Staff has made the suggested changes within the attached calendar. In July and October the workshops have been moved to the 5th Tuesday to avoid multiple meetings within those weeks.

Options: Approve/Revise

Attachments: Draft Calendar

Board Calendar for FY 2019

PROPOSED BOARD MEETING DATES

1st meeting of the month 6:00 pm
2nd meeting of the month 9:00 am

December 10, 2018
January 7, 2019 and January 22, 2019
February 4, 2019 and February 19, 2019
March 4, 2019 and March 19, 2019
April 1, 2019 and April 16, 2019
May 6, 2019 and May 21, 2019
June 3, 2019 and June 18, 2019
July 8, 2019 and July 23, 2019
August 5, 2019 and August 20, 2019
September 3, 2019 and September 17, 2019
October 7, 2019 and October 22, 2019
November 4, 2019 and November 19, 2019
December 9, 2019

PROPOSED BOARD WORKSHOP DATES

All workshops 6:00 pm

December No workshop scheduled
January 10, 2019
February 26, 2019
March 26, 2019
April 23, 2019
May 28, 2019
June 25, 2019
July 30, 2019
August 27, 2019
September 24, 2019
October 29, 2019
November 26, 2019
December-No workshop scheduled

HOLIDAYS

Christmas Eve and Day 2018
New Years Day
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays
Christmas Eve and Day

DATE OBSERVED

December 24 (Monday and December 25 (Tuesday)
January 1 (Tuesday)
January 21 (Monday)
April 19 (Friday)
May 27 (Monday)
July 4 (Thursday)
September 2 (Monday)
November 11 (Monday)
November 28 (Thursday) November 29 (Friday)
December 24 (Tuesday) and December 25 (Wednesday)

As of

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Revised Purchasing Level of Approval Policy



MEETING DATE REQUESTED:

February 4, 2019

Statement of Issue: The Board to consider approval of revised Purchasing policy.

Recommended Action: Approve

Fiscal Impact: None

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The current Board purchasing threshold policy has been in place since 2010. In 2013 the Board approved higher threshold limits, but it appears a formal policy was not written to reflect the changes. The attached policy demonstrates the policy that Staff is currently following.

Options: Approve/Approve with Revisions

Attachments: Current Purchasing policy
Excerpt from Minutes from March 4, 2013
Revised Purchasing policy



Taylor County

Board of County Commissioners'

Policy Manual

| Policy #: | Title: | Effective Date: |
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PURPOSE

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POLICY

The policy amends the sections of the Purchasing Manual "Approval Process for All Purchase Orders" and "Bid Process" to read:

The Purchasing Department is the only department authorized to issue purchase orders. For purchases of single items less than \$2,500 best purchasing practices should be used. Purchase orders with a per unit cost between \$2,501 to \$35,000 will be authorized by the Department Head and the County Administrator. Three written quotes are required if available. If three quotes are not available the "No quotes" must still be documented in writing including a copy of the email or fax requesting the quote. All requests for quotation should contain a written specification.

NOTE: Regardless of the number of individual items purchased or exemptions in the purchasing manual any purchase order cumulatively totaling \$15,000 or more must be approved by the County Administrator or designee.

Certain purchases may be exempted from the purchasing and/or bid process as defined in the Purchasing Manual (such as vehicles bought under state contract, etc.).

NOTE: The requesting Department shall pay particular attention to contract/services agreements which have the potential to exceed the \$50,000 limit over the life of the contract. The local vendor preference policy remains in effect.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

Sunset Date: none

Revised :