SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, AUGUST 7, 2023 6:00 P.M.

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

CONFERENCE LINE: 1-917-900-1022 ACCESS CODE: 32347#

THIS IS NOT A TOLL-FREE NUMBER AND YOU MAY BE SUBJECT TO LONG DISTANCE CHARGES, ACCORDING TO YOUR LONG-DISTANCE PLAN.

When the chairperson opens the meeting for public comment, please follow the below instructions:

If you wish to speak please dial *5. The moderator will unmute your line when it is your turn to speak, and notify you by announcing the last 4 digits of your telephone number. Please announce your name and address. You will be allowed to speak for 3 minutes.

PURSUANT NOTICE GIVEN, IS HEREBY TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED RECORD A OF 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 BE IS TO 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

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- 2. Pledge of Allegiance
- Approval of Agenda

CONSENT ITEMS:

- 4. THE APPROVAL OF MINUTES OF July 17, 2023, July 18, 2023, July 24,2023, AND July 31, 2023
- 5. EXAMINATION AND APPROVAL OF INVOICES.
- 6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUNDS, AIRPORT FUNDS, MSTU FUND, ROAD & BRIDGE FUND, SOLID WASTE FUND, LANDFILL FUND, AND AIRPORT ENTERPRISE FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
- 7. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY
 THE CHAIRMAN'S SIGNATURE ON THE AMENDMENT AWARDED FOR
 A TIME EXTENSION TO THE COASTAL DREDGING PROJECTS FOR
 KEATON BEACH AND STEINHATCHEE BOAT RAMP FOR THE
 RESTORE ACT GRANT RECEIVED FROM THE U.S. DEPARTMENT OF
 TREASURY, AS AGENDAED BY MELODY COX, GRANTS WRITER.
- 8. THE BOARD TO CONSIDER APPROVAL OF CERTIFICATE OF PARTICIPATION AND REQUEST TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR FISCAL YEAR 2022, AS AGENDAED BY MARTY TOMPKINS, UNDERSHERIFF.
- 9. THE BOARD TO CONSIDER APPROVAL OF LAW ENFORCEMENT SALARY ASSISTANCE FOR FISCALLY CONSTRAINED COUNTIES GRANT AGREEMENT FOR INCREASE FOR SWORN OFFICERS PER STATE REGULATION, AS AGENDAED BY JOHN KETRING, TAYLOR COUNTY SHERIFF'S OFFICE FINANCE DIRECTOR.
- 10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY
 THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE ARTHROPOD
 CONTROL DETAILED WORK PLAN BUDGET FOR FISCAL YEAR
 2023-2024, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY
 ADMINISTRATOR.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST OF LIBRARY CLOSURE FOR INSERVICE TRAINING DAY, AS AGENDAED BY JO ANN MORGAN, LIBRARY MANAGER.

BIDS/PUBLIC HEARINGS:

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- 12. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER THE PURCHASE OF PROPERTY FROM LISA ANN SHAW AND BUDGET TRASNFER FROM MSTU FUND RESERVES FOR PURCHASE.
- 13. THE BOARD TO HOLD THE FIRST OF TWO PUBLIC HEARINGS, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT FOR THE POSSBILE GRANT SUBMISSION TO THE 2024-2025 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROGRAM REQESTING FUNDING ASSISTANCE FOR PHASE 2 OF THE REHABILITATION OF SOUTHSIDE PARK, AS AGENDED BY GRANTS WRITER, MELODY COX.
- 14. THE BOARD TO HOLD THE FIRST OF TWO PUBLIC HEARINGS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT FOR THE POSSBILE GRANT SUBMISSION TO THE 2024-2025 FUNDING CYCLE OF THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) PROGRAM REQESTING FUNDING ASSISTANCE FOR THE REHABILITATION AND IMPROVEMENTS TO TAYLOR COUNTY HORSEMEN'S ARENA LOCATED AT FOREST CAPITAL HALL, AS AGENDAED BY GRANTS WRITER.
- 15. THE BOARD TO RECEIVE BIDS FOR THE SAW PALMETTO BERRIES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

16. BRYAN JOHNSON TO DISCUSS PROPERTY FLOODING AND IMPACTS TO PROPERTY OWNERS LOCATED ON EAST ELLISON ROAD.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

- 17. THE BOARD TO CONSIDER APPROVAL OF RESOLUTION PROVIDING FOR EXTENSION FOR THE 2023 TAX ASSESSMENT ROLLS PURSUANT TO SECTION 197.323, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.
- 18. THE BOARD TO CONSIDER APPOINTMENT OF 2023 VALUE ADJUSTMENT BOARD CITIZEN MEMBER, AS AGENDAED BY CLERK, GARY KNOWLES.

COUNTY STAFF ITEMS:

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- 19. THE BOARD TO CONSIDER APPROVAL OF LETTER OF ENGAGEMENT BETWEEN TAYLOR COUNTY AND KETCHAM APPRAISAL GROUP, INC. FOR THE YELLOW BOOK APPRAISAL FOR THE POSSIBLE ACQUISITION OF THE 3.95 ACRE SITE KNOWN AS SPRING WARRIOR, AS AGENDAED BY MELODY COX, GRANTS WRITER.
- 20. THE BOARD TO CONSIDER APPROVAL OF DRAFT RANKING LIST OF APPROVED PARTICIPANTS OF THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR HOUSING REHABILITATION, AS AGENDAED BY THE GRANTS WRITER.
- 21. THE BOARD TO CONSIDER APPROVAL OF PERRY FOLEY AIRPORT DESIGN AND REHAB R/W 12/30, LIGHTING AND SIGNAGE AMENDMENT TO GRANT AGREEMENT FOR FINANCIAL MANAGEMENT PROJECT NO. 436767-1-94-24 AND AUTHORIZING RESOLUTION, AS AGENDAED BY THE GRANTS WRITER.
- 22. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NO.441953-2-94-24 AND AUTHORIZING RESOLUTION FOR THE PERRY FOLEY AIRPORT DESIGN AND CONSTRUCTION OF HIGH MAST LIGHTS NEAR THE AIRPORT APRON AREA, AS AGENDAED BY THE GRANTS WRITER.

COUNTY ADMINISTRATOR ITEMS:

23. THE BOARD TO CONSIDER APPROVAL OF REVISED CERTIFICATE
OF PUBLIC CONVEYANCE AND NECESSITY (COPCN) FOR RG
AMBULANCE SERVICE, INC., DBA CENTURY AMBULANCE
SERVICE, INC., AS AGENDAED BY THE COUNTY
ADMINISTRATOR.

- 24. THE BOARD TO DISCUSS BOARD ROOM ACOUSTICS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 25. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 26. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
- 27. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

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.

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 GENERAL FUND for the fiscal period ending September 30, 2023, 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 GENERAL FUND budget for the fiscal year ending September 30, 2023.

Amount	Account	Account Name	
\$262 , 518	001-3899010	General Fund-CF (*)	
\$ 30,871	(attachment)	BCC General FD Departments	
\$ 29,612	0466-59140	Transfer to R&B Fund	
\$ 19,929	0466-59110	Transfer to Solid Waste Fund	
\$ 24,278	0466-59111	Transfer to MSTU Fund	
\$ 231	0466-59113	Transfer to Landfill Fund	
\$ 289	0466-59115	Transfer to Airport Fund	
\$ 460	0466-59115 0466-59135	Transfer to Airport Enterprise	Fd
\$105,670	Subtotal-BCC I	Departments	
\$107,115	0901-59105	Transfer to Sheriff	
\$ 3,443	0902-59105	Transfer to Supervisor	
\$ 13,772	0903-59105	Transfer to Tax Collector	
\$ 6,886	0904-59105	Transfer to Property Appraiser	
\$ 25,632	0905-59105	Transfer to Clerk	
\$262,518	Total Expendi	itures,	

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 7th day of August, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner_______, seconded by Commissioner_______, and carried unanimously.

Gary	Knowles,	Clerk-Auditor	Chairman

Overall Amendment of the budget to cover the cost of the employee "work performance incentive" payments paid by the County December 2022

^(*)Funding Source - 2022 FYE Returns from Constitutional Officers &

GF - Departments for Incentive Transfer

0110	51200 52110	\$ \$	1,067.00 82.00		0473	51200	\$ \$	1,067.00 82.00	
0111	51200 52110	\$ \$	1,067.00 82.00		0487	51200 52110	\$ \$	2,843.00 218.00	
0113	51200 52110	\$ \$	1,067.00 82.00	_	0489	51200 52110	\$	711.00 55.00	
0114	51200 52110	\$ \$	1,031.00 79.00				\$	4,976.00	
0118	51200 52110		1,067.00 82.00						
0160	51200 52110	\$ \$	1,067.00 82.00						
0170	51200 52110	\$ \$	1,013.00 78.00						
0171	51200 52110		1,067.00 82.00						
0260	51200 52110	\$ \$	3,199.00 245.00						
0277	51200 52110	\$ \$	569.00 44.00						
0283	51200 52110	\$ \$	7,463.00 571.00						
0420	51200 52110	\$ \$	107.00 9.00				\$	30,871.00	
0430	51200 52110	\$ \$	3,199.00 245.00						
0441-01	51200 52110	\$							
		\$	25,895.00						

Welch

(Co

RESOLUTION

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 GENERAL FUND for the fiscal period ending September 30, 2023, 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 GENERAL FUND budget for the fiscal year ending September 30, 2023.

Amount Account Name
Revenue:
\$ 621,686 001-3315104 Restore Act/Spring Warrior Acq

Expenditures: Restore Act/Spring Warrior Acq
\$ 51,686 0213-03-53101 Professional Services
\$ 570,000 0213-03-56100 Land

New Grant FY'23

1. DATE ISSUED MM/DD/YYYY 1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed				The Gulf Coast Ecosystem Restoration Council								
05/25/2023 remain in effect unless specifically rescinded					RESTORE Council							
2. CFDA NO 87.052 -	D. Splil Impact Com	ponent F	Project Grants					Gulf Coast Ecos			ncil	
3. ASSISTA	NCETYPE Pro	iect Gra	nt						Poydras Street	t		
	IO. GNSSP23FL			5. TYPE OF AV	VARD				Suite 1117			
Former				Other				New C	rleans, LA 701	30		
4a, FAIN G	NSSP23FL0049			5a. ACTION TY	PE New							
6. PROJEC			DYYYY		MM/DD/YYYY			NOTI	CE OF AW	ARD		
	From	05/25/2	2023	Through	09/30/202	4		AUTHORIZAT	ON (Legislation	n/Regulatio	ons)	
7. BUDGE	T PERIOD	MM/D	DYYYY		MM/DD/\	MY.	R	ESTORE Act, 33 U.S.C. 1		-	•	ill
	From	05/25/2	2023	Through	09/30/202	4			act Component			
8. TITLE O	F PROJECT (OF	RPROGI	RAM)									
10-1: S	pring Warrior – A	cquisitio	n									
On CRANT	EE NAME AND	ADDRES					9b. GRANT	EE PROJECT DIRECTOR				
9a. GRANTEE NAME AND ADDRESS GULF CONSORTIUM				Daniel	Dourte							
	INCOLN AVE						165 Lir	ncoln Ave				
	ER PARK, FL 32	789-387	7				Winter	Park, FL 32789-3877				
							Phone	: 407-629-2185 ext 113				
10a GRAN	ITEE AUTHORIZ	ING OF	TCIAL				10b. FEDER	AL PROJECT OFFICER				
							Bridge	et Zachary				
Mr. Christopher Constance 165 Lincoln Avenue				500 Pc	oydras St							
Winter Park, FL 32789-3877				Gulf C	oast Ecosystem Restoration Cour	cil						
Phone: unknown				New Orleans, LA 70130-3319								
							Phone	: 504-232-3750				
					ALL AMO	UNTS ARE	SHOWN IN U					
	VED BUDGET (E							COMPUTATION				21,686.00
	Assistance from					11		f Federal Financial Assistance (from	-		02	0.00
II Total pro	ject costs includin	ng grant f	unds and all oth	er financial partici	pation		D. Less Unionigated Datable From First October 1981					
a. S	Salaries and Wag	es				0.00	l .					
b. F	ringe Benefits			***************************************		0.00		leral Funds Awarded to Date for				1,686.00 21,686.00
C.	Total Personne	el Costs	•			0.00	14. RECOM	MENDED FUTURE SUPPORT				,000
d. E	quipment					0.00	(Subject to ti	ne availability of funds and satisfac	tory progress of the	project):		
	•					0.00	YEAR	TOTAL DIRECT COSTS	YEAR	TOTA	L DIRECT COS	STS
e. S	upplies					0.00	8. 2		d. 5			
f. T	ravel						b. 3		e. 6			
g. C	Construction					0.00	C. 4		f. 7			
h. C	Other					0.00	15. PROGRAM ALTERNATIVE	INCOME SHALL BE USED IN ACCORD WI S:	TH ONE OF THE FOLLOW	ING		
i. C	Contractual					621,686.00	a. b.	DEDUCTION ADDITIONAL COSTS			b	
j.	TOTAL DIREC	CT COST	rs ·			621,686.00	а а	MATCHING OTHER RESEARCH (Add / Deduct Option) OTHER (San REMARKS)				
k. II	NDIRECT COST	s				0.00		D IS BASED ON AN APPLICATION SUBMIT	TED TO, AND AS APPRO	VED BY, THE FED	ERAL AWARDING A	AGENCY
						621,686.00	ONTHEABOVE	TITLED PROJECT AND IS SUBJECT TO THE INCE IN THE FOLLOWING:	ETERMS AND CONDITION	IS INCORPORATE	DETHER DIRECTLY	•
1. 1	FOTAL APPROV	FD RAD	GEI			021,000.00	a. b.	The grant program legislation The grant program regulations.				
m. ş	Federal Share					621,686.00	ā	This award notice including terms and condition Federal administrative requirements, cost pri	nciples and audit requireme	nts applicable to th	-	aba#
n. t	Non-Federal Shar	re				0.00	prevail. Accept	ere are conflicting or otherwise inconsisten tance of the grant terms and conditions is the grant payment system.				
PEM/	ARKS (Other T	ems and	d Conditions Att	ached -	Yes	ľ	No)					
	•					a as Spring Wa		located on a short navigable cha	nnel providing direct	access to the	Gulf of Mexico.	
	, p			. '	-	-						
Plea	se see attached	terms ar	d conditions.									

17.0BJ CLASS 41.0006	18a. VENDOR CODE 461662290	18b. EIN 461662290	19a. UEI LJCAH459JQ13	19b. DUNS 079937065	20. CONG. DIST. 10
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	<u> </u>	APPROPRIATION
21. a. SEP	b. GNS000049A	C. 6013 NONIN	d.	\$621,686.00	е.
22. a.	b.	C.	d.		е.
23. a.	b.	c.	d.		e.

AUTHORIZING OFFICIAL:

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 GENERAL FUND for the fiscal period ending September 30, 2023, 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 GENERAL FUND budget for the fiscal year ending September 30, 2023.

Amount Account Name
Revenue: \$78,259 001-3342011 911/GIS Data Analysis Grant

Expenditures: \$78,259 0255-01-53401 911/GIS Data Anal

0255-01-53401 911/GIS Data Analysis Grant-Contractual Services

New Grant Awarded for 2023 FY

ORIGINAL

Taylor County, FL GIS Professional Services

This Agreement is made by and between Taylor County, FL ("Customer") and Geo-Comm, Inc. ("GeoComm") a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN,

The parties agree to the following:

Section 1 - Scope of Work

Upon execution of Agreement, GeoComm will provide solutions and services as described in the exhibits.

Section 2 - Pricing and Payment Terms

The Customer will pay \$78,258.81 plus applicable sales taxes* as further described in Exhibit A - Pricing.

GeoComm will invoice Customer net 45 upon the following milestones:

- \$ 7.825.81 upon contract execution
- \$70,433.00 upon project completion

*if entity is tax exempt please email tax exemption certificate to dhaus@geocomm.com.

Section 3 - Standards of Work

GeoComm agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to employ the care and skill ordinarily used by members of GeoComm's profession.

Section 4 - Changes in the Work

The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, or portions of the work. If any change order causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an Amendment/Addendum will be done and signed by both parties.

Section 5 - Excusable Delays

Neither GeoComm nor the Customer shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties.

Section 6 - Reserved

Section 7 - Disclaimer of Patent License

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppels or otherwise, any license under any patents or patent applications of GeoComm. Except, the Customer shall have the normal non-exclusive royalty-free license to use that is implied or otherwise arises by operation of law to access software for term of agreement.

Section 8 - Esri Sublicense Restrictions.

Esri Licensed Material is embedded in some of GeoComm's solutions. The following are restrictions:

- a) Customer is prohibited from transferring the embedded Original Equipment Manufacturer (OEM) license material to any other party

 -b) Customer is prohibited from reverse engineering or disassembling embedded OEM-license material
- c) Esri is not liable for any damages or loss of any kind arising from the Customer's use of the embedded OEM license material

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RESOLUTION

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 AIRPORT FUND for the fiscal period ending September 30, 2023, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2023.

Amou		Account	Account Name
Reve	enue		
\$	689	003-3811010	Interfund Transfer from General Fund
Expe	enditures	3	
\$ -	640	0500-51200	Regular Salaries & Wages
\$	49	0500-52110	FICA/Medicare Taxes

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 7th day of August, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner______, seconded by Commissioner______, and carried unanimously.

Gary Knowles, Clerk-Auditor Chairman

BCC approved General Fund CF for Incentive

1

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 AIRPORT FUND for the fiscal period ending September 30, 2023, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2023.

Amount	Account	Account Name
Revenue: \$22,000	003-3314116	FAA CARES Act Grant
Expenditure	es:	
\$ 8,000	0553-51200	Regular Salaries & Wages
\$ 566	0553-52110	FICA/Medicare Taxes
\$ 2,500	0553-54300	Utilities
\$ 5,500	0553-54610	R&M Bldg & Grounds
\$ 5,000	0553-54620	R&M Equipment
\$ 434	0553-55201	General Op Supplies

NOW THEREFORE BE IT RESOLVED by the Board of

New FY23 Airport Grant - CARES Act (3)



AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal /	Award Offer Date	November 15, 2021
Airport/l	Planning Area	Perry-Foley Airport
Airport F	Rescue Grant No.	3-12-0064-018-2022
Unique l	Entity Identifier	065887796
TO:	Taylor County Bo	pard of County Commissioners
	(herein called the "Spo	onsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated August 2, 2021, for a grant of Federal funds at or associated with the Perry-Foley Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Perry-Foley Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act (
"ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding
for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the
spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to
specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

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 AIRPORT FUND for the fiscal period ending September 30, 2023, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2023.

Amount	Account	Account Name					
Revenue: \$52,380	003-3314118	FAA Apron High Mast Edge Lights					
Expenditure \$52,380		FAA Apron High Mast Edge Lights Contractual Services					

New FY23 Grant

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FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 26, 2023			
Airport/Planning Area	Perry-Foley Airport			
FY2023 AIP Grant Number	3-12-0064-020-2023			
Unique Entity Identifier	REHMLLBHALS6			
TO: Taylor County Board of County Commissioners				
(herein called the "Sponsor	(herein called the "Sponsor")			

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 1, 2023, for a grant of Federal funds for a project at or associated with the Perry-Foley Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Perry-Foley Airport (herein called the "Project") consisting of the following:

Install Apron High Mast and Edge Lights (Design Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

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, 2023, 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, 2023.

Amount	Account	Account Name
Revenue \$24,278	107-3811010	Interfund Transfer
		from General Fund

Expenditures (attachment)

\$22,551 51200 Regular Salaries & Wages \$ 1.727 52110 FICA/Medicare Taxes

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 7th day of August, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner_______, and carried unanimously.

Gary Knowles, Clerk-Auditor Chairman

BCC approved General Fund CF for Incentive

MSTU Fund - Departments for Incentive Transfer

0192	51200 52110	\$ \$	16,703.00 1,278.00	
0210	51200 52110	\$ \$	2,346.00 180.00	
0211	51200 52110	\$ \$	1,529.00 117.00	
0215	51200 52110	\$ \$	693.00 54.00	
0250	51200 52110	\$ \$	1,280.00 98.00	

^{\$ 24,278.00}

Willer

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 ROAD & BRIDGE FUND for the fiscal period ending September 30, 2023, 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 ROAD & BRIDGE FUND budget for the fiscal year ending September 30, 2023.

Amount	Account	Account Name
Revenue \$29,612	105-3811010	Interfund Transfer from General Fund

Expenditures (attachment) \$27,507 51200 Regular Salaries & Wages

unanimously.

\$ 2,105 52110 FICA/Medicare Taxes

	Clerk-Auditor	Chairman
Cary Knowles.	Clerk-Augicor	CHATIMAN

BCC approved General Fund CF for Incentive

Road & Bridge Fund - Departments for Incentive Transfer

0301	51200 52110	\$ \$	26,653.00 2,039.00	
0303	51200 52110	\$ \$	534.00 41.00	
0304	51200 52110	\$ \$	320.00 25.00	

^{\$ 29,612.00}

Road & Bridge Fund - Departments for Incentive Transfer

0301	51200 52110	\$ \$	26,653.00 2,039.00	
0303	51200 52110	\$ \$	534.00 41.00	
0304	51200 52110	\$ \$	320.00 25.00	

^{\$ 29,612.00}

TOWN

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 SOLID WASTE FUND for the fiscal period ending September 30, 2023, 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 SOLID WASTE FUND budget for the fiscal year ending September 30, 2023.

Amount	Account	Account Name
Revenue \$19,929	111-3811010	Interfund Transfer from General Fund
Expenditures \$18,512 \$ 1,417	s 0261-51200 0261-52110	Regular Salaries & Wages FICA/Medicare Taxes

Gary Knowles, Clerk-Auditor Chairman

BCC approved General Fund CF for Incentive

./

(4)

RESOLUTION

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 LANDFILL FUND for the fiscal period ending September 30, 2023, 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 LANDFILL FUND budget for the fiscal year ending September 30, 2023.

Reve		Account	Account Name
\$		115-3811010	Interfund Transfer from General Fund
Ехре	enditures	S	
\$ _	214 17	0262-51200 0262-52110	Regular Salaries & Wages FICA/Medicare Taxes

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 7th day of August, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2023 with a motion by Commissioner________, seconded by Commissioner________, and carried unanimously.

Gary Knowles, Clerk-Auditor Chairman

BCC approved General Fund CF for Incentive

(c)

RESOLUTION

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 AIRPORT ENTERPRISE FUND for the fiscal period ending September 30, 2023, 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 AIRPORT ENTERPRISE FUND budget for the fiscal year ending September 30, 2023.

Amor	<u>int</u>	Account	Account Name
Reve	enue	•	
\$	460	401-3811010	Interfund Transfer from General Fund
Expe	enditures	3	
\$ \$	427 33	4010-51200 4010-52110	Regular Salaries & Wages FICA/Medicare Taxes

Gary Knowles, Clerk-Auditor Chairman

BCC approved General Fund CF for Incentive

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify the Chairman's signature on the Amendment awarded for a time extension to the Coastal Dredging Projects for Keaton Beach and Steinhatchee Boat Ramp for the RESTORE Act Grant received from the U.S. Department of Treasury. The contract is being extended to December 31, 2023.

MEETING DATE REQUESTED:

August 7, 2023

Statement of Issue:

Board to ratify the Chairman's signature on the

Amendment granted to extend the Canal Dredging Project grant agreement with the Department of Treasury from

June 30, 2023 to December 31, 2023.

Recommended Action:

Ratify the Chairman's signature.

Fiscal Impact:

An extension to the grant agreement is needed to ensure

full reimbursement on grant expenditures. The grant

agreement amount is \$148,500.

Budgeted Expense:

Yes.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was awarded a grant in the amount of \$148,500 for the design, engineering and permitting required for the canal dredging projects at Keaton Beach and Steinhatchee Boat Ramp basin. The grant extension was needed due to the lengthy period of time it is taking to obtain permitting from the U.S. Army Corps of Engineers (USACE). The permitting has been received from Florida Department of

Environmental Protection (FDEP).

Attachments:

Amendment to Grant Agreement.

OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application for Federal Assistance SF-424				
*1. Type of Submission: *2. Type of Application:	* If Revision, select appropriate letter(s):			
Preapplication New	C. Increase Duration			
X Application Continuation	* Other (Specify):			
Changed/Corrected Application X Revision				
*3. Date Received: 4. Applicant Identifier:				
2023-06-05				
5a. Federal Entity Identifier:	5b. Federal Award Identifier:			
	RDCGR230118			
State Use Only:				
6. Date Received by State: 7. State Application	n Identifier:			
8. APPLICANT INFORMATION:				
*a. Legal Name: Taylor County Board of	Commissioners (RA)			
* b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. UEI:			
59-6000879	REHMLLBHALS6			
d. Address:				
*Street1: 201 E. Green Street				
Street2:				
*City: Perry	*City: Perry			
County/Parish: Taylor	County/Parish: Taylor			
*State: Florida				
Province:				
Country: USA: UNITED STATES				
* Zip / Postal Code: 32347				
e. Organizational Unit:				
Department Name:	Division Name:			
f. Name and contact information of person to be contacted on m	natters involving this application:			
Prefix: * First Nam	ne: LaWanda			
Middle Name:				
*Last Name: Pemberton				
Suffix:				
Title: County Administrator				
Organizational Affiliation:				
County Administrator				
*Telephone Number: 8508435381 Fax Number:				
*Email: 1 pemberton@taylorcountygov.	com			

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: B: County Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (specify): *10. Name of Federal Agency: U.S. Department of the Treasury
11. Catalog of Federal Domestic Assistance Number: 21.015 CFDA Title: Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States
*12. Funding Opportunity Number: GR-RDC-23-001 *Title: Direct Component - Construction and Real Property Acquisition Activities
13. Competition Identification Number: Title:
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project: Coastal Dredging Project for Keaton Beach and Steinhatchee Boat Ramp
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments

Application for Federal Assistance SF-424			
16. Congressional Districts Of:			
* a. Applicant FL-002	* b. Program/Project FL-002		
Attach an additional list of Program/Project Congressional District	ts if needed.		
	Add Attachment Delete Attachment View Attachment		
17. Proposed Project:			
* a. Start Date: 2020-07-08	* b. End Date: 2023-12-31		
18. Estimated Funding (\$):			
* a. Federal 0 . 00			
* b. Applicant 0.00			
* c. State 0 . 00			
* d. Local 0.00			
* e. Other 0 . 00			
* f. Program Income 0.00			
*g. TOTAL 0.00]		
* 19. Is Application Subject to Review By State Under Exe	cutive Order 12372 Process?		
a. This application was made available to the State und	der the Executive Order 12372 Process for review on		
b. Program is subject to E.O. 12372 but has not been s	selected by the State for review.		
c. Program is not covered by E.O. 12372.			
* 20. Is the Applicant Delinquent On Any Federal Debt? (I	f "Yes," provide explanation in attachment.)		
Yes X No			
If "Yes", provide explanation and attach			
	Add Attachment Delete Attachment View Attachment		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may			
subject me to criminal, civil, or administrative penalties. (U	30d0, 11d0 21d, 300d011 1001,		
	where you may obtain this list, is contained in the announcement or agency		
specific instructions.	where you may obtain this list, is contained in the announcement or agency		
Authorized Representative:			
Prefix: Mr. *Fi	rst Name: Jamie		
Middle Name:			
*Last Name: English			
Suffix:			
*Title: Chairman			
* Telephone Number: 8508383500	Fax Number:		
*Email: jenglish@taylorcountygov.com			
* Signature of Authorized Representative: DocuSigned by:	* Date Signed: 6/23/2023		
Jamie En	glish		

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF ACCEPTANCE OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) COUNTYWIDE PROGRAM FOR FY2022.

MEETING DATE REQUESTED:

August 1st, 2023

Statement of Issue:

FY2022 FLORIDA DEPARTMENT OF LAW ENFORCEMENT **EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE** GRANT (JAG) COUNTYWIDE PROGRAM FOR 10/01/2023 TO 9/31/2025. A "CERTIFICATE OF PARTICIPATION" IS REQUIRED TO BE SUBMITTED PRIOR TO GRANT

APPLICATION.

Recommended Action: APPROVE

Fiscal Impact:

None

Budgeted Expense: N/A

Submitted By:

UNDERSHERIFF MARTY TOMPKINS

Contact:

850-843-0440

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FY2022 LOCAL DIRECT BYRNE / JAG (JUSTICE ASSISTANCE GRANT) FUNDS ARE USED TO HELP PURCHASE EQUIPMENT AND REALTED SUPPLIES UTILIZED BY THE DRUG TASK FORCE. ALLOCATIONS FOR THE FY2022 IS IN THE AMOUNT OF \$46,083 WHICH WILL BE SPLIT BETWEEN BOTH TAYLOR COUNTY SHERIFF'S OFFICE AND PERRY POLICE DEPARTMENT.

Options:

APPROVE / NOT APPROVE

Attachments: 1) ACCEPTASNCE OF CERTIFICATE OF PARTICIPATION - NEEDING

CHAIRPERSON SIGNATURE.

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Mr. Cody Menacof Office of Criminal Justice Grants Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, Florida 32308

Tallahassee, Florida 32308	
Dear Mr. Menacof:	
	or County County Board of Commissioners gunit of government for the Florida Department of ssistance Grant (JAG) Countywide Program.
 8 U.S.C §1373 & 1644—Communication Bet Naturalization Service 	eligibility requirements, the county, and each nning process (as provided by Florida Administrative compliance with the following requirements prior to tem for Award Management (SAM) Requirements ween Governments and the Immigration and
 28 C.F.R. Part 42—Nondiscrimination; Equal It 2 C.F.R. §200.318-327—Federal Procurement 2 C.F.R Part 200.300-309—Standards for Fine 	
For purposes of coordinating the preparation of Criminal Justice Grants, the following individuate the county's FY22 JAG Countywide subawards:	
Name: Melody Cox	Agency: Taylor County Department of Grants
Title: Director - Grant Administration	Address: 511 Industrial Drive
Email: grants.coordinator@taylorcountygov.com	City: Perry, FL
Phone: 850-838-3553	Zip: <u>32347</u>
I acknowledge and understand the responsibility pla for improving criminal justice and subawards, as iden eligible subrecipients.	ced upon the county to ensure grant funds are used tified through the 51% process, are only approved to
Sincerely,	
Chair Taylor County Board of Commissioners	

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

State Pay Agreement



MEETING DATE REQUESTED:

Statement of Issue:

State Pay agreement signature required

Recommended Action:

Signed by Chairman Jamie English

Fiscal Impact:

Increase for sworn officers per state regulation

Budgeted Expense:

Submitted By:

John Ketring

Contact:

Finance@taylorsheriff.org

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

State of Florida Florida Department of Law Enforcement Office of Criminal Justice Grants 2331 Phillips Road Tallahassee, Florida 32308

GRANT AWARD

Recipient:

Taylor County Board of County Commissioners

Project Title:

Law Enforcement Salary Assistance for Fiscally Constrained Counties

Project Start Date:

July 1, 2023

Project End Date:

June 30, 2024

Grant Number:

5V026

Catalog Number:

71.067

Grant Amount:

\$379,704.00

This Agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Taylor County Board of County Commissioners (herein referred to as "Recipient") on behalf of Taylor County Sheriff's Office (herein referred to as "Recipient's Sheriff") and

WHEREAS the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient's Sheriff in accordance with the terms and conditions set forth in this agreement, and

WHEREAS the Department has available funds resulting from a specific appropriation in The General Appropriations Act, 2023 Legislature, Section 4, Specific Appropriation 1275, intended to provide funding for costs of allowable activities as defined in the agreement, and;

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

"From the funds in Specific Appropriation 1275, \$20,713,800 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes, as follows:

Baker County Sheriff's Office	\$292,754
Bradford County Sheriff's Office	\$703,809
Calhoun County Sheriff's Office	\$434,740
Columbia County Sheriff's Office	\$1,378,388
Desoto County Sheriff's Office	\$521,994
Dixie County Sheriff's Office	\$690,634
Franklin County Sheriff's Office	\$539,122
Gadsden County Sheriff's Office	\$657,697
Gilchrist County Sheriff's Office	\$486,422
Glades County Sheriff's Office	\$384,974
Gulf County Sheriff's Office	\$246,637
Hamilton County Sheriff's Office	\$271,011
Hardee County Sheriff's Office	\$361,259
Hendry County Sheriff's Office	\$786,812
Highlands County Sheriff's Office	\$1,243,984
Holmes County Sheriff's Office	\$835,559
Jackson County Sheriff's Office	\$1,303,272
Jefferson County Sheriff's Office	\$342,814
Lafayette County Sheriff's Office	\$388,927
Levy County Sheriff's Office	\$1,085,884
Liberty County Sheriff's Office	\$626,077
Madison County Sheriff's Office	\$640,569
Okeechobee County Sheriff's Office	\$1,082,591
Putnam County Sheriff's Office	\$1,481,134
Suwannee County Sheriff's Office	\$794,717
Taylor County Sheriff's Office	\$379,704
Union County Sheriff's Office	\$388,663
Wakulla County Sheriff's Office	\$859,538
Washington County Sheriff's Office	\$785,234
Jackson County Board of County Commissioners	\$610,220
Gulf County Board of County Commissioners	\$108,660

Funds shall be distributed in quarterly advances and reconciled at the conclusion of each state fiscal year. By October 2, 2023, the sheriff's offices shall report to the Florida Sheriff's Association how funds were distributed to officers."

This award is subject to the following special conditions:

S0001	Prior to distribution of any funding under the terms of this agreement, the Recipient's Sheriff must
	provide to FDLE's Office of Criminal Justice Grants a Spending Plan which details how salary increases funded under this agreement shall be distributed to officers.

S0002	The Recipient's Sheriff shall provide to the Florida Sheriff's Association, no later than October 2,
	2023, a report detailing how funds were distributed to officers

S0003 The Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants, on a quarterly basis, a completed "Quarterly Payroll Certification Form."

Section L. Definitions

<u>Expenditure Tracking</u>: The actual expenditures made using funds extended under this agreement. Expenditures made with these funds must be tracked separately from other funds, including other salary dollars, and be easily identifiable within the Recipient Sheriff's payroll system.

<u>Payroll Register:</u> A ledger report from the Recipient Sheriff's payroll system detailing the amount of salary and benefits paid to each employee impacted under the terms of this agreement.

<u>Proof of Payment</u>: Proof of payment may include pay stubs, payroll registers, and timesheets, and must be maintained and made available to the Department upon request and/or during monitoring.

<u>Quarterly Payroll Certification Form</u>: A report certifying payroll amounts paid to each employee whose salary is impacted under the terms of this agreement. The Recipient's Sheriff shall use the Quarterly Payroll Certification Form provided by FDLE. The payroll report must provide all information requested, including:

- 1. The gross amount of salary and benefits paid to each affected employee from funds allocated in the local operating budget.
- The gross amount of salary and benefits paid to each affected employee from funds advanced under the terms of this contract which support a salary increase over and above that paid from the agency's local operating budget.

<u>Quarterly Reporting Periods:</u> For purposes of this agreement, Quarterly Reporting Periods are based upon the 2023-2024 fiscal year for the State of Florida, which begins July 1, 2023 and ends June 30, 2024.

Spending Plan: A document provided by the Recipient's Sheriff detailing the manner in which the salary increases funded under this agreement shall be distributed to officers.

Section II: Project Overview

Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties

Recipient Organization: Taylor County Board of County Commissioners

Project Period: July 1, 2023 to June 30, 2024

Purpose and Scope:

The 2023-24 budget for the State of Florida, passed by the Florida Legislature and signed by Governor Ron DeSantis on June 15, 2023, includes an appropriation of \$20,713,800 in recurring funds to FDLE to provide "for salary increases for deputy sheriffs and correctional officers employed by sheriffs offices or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The amount provided to each fiscally constrained county is established by the 2023-2024 General Appropriations Act and the funds received by FDLE as a result of this appropriation will be passed through to those counties in the prescribed amounts. Disbursements will be made in equal, quarterly distributions, provided that contract conditions are met.

In accordance with statute, funds advanced under the terms of this agreement must be utilized by the Recipient's Sheriff for salary increases to deputy sheriffs and correctional officers employed by the Sheriff's Office of the Recipient. The Recipient, through its Sheriff's Office, shall perform all tasks and activities, and provide budget, expenditure, performance, and other reports as prescribed herein or required by statute.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

Expenditures of state financial assistance shall be compliant with laws, rules, and regulations specified in Florida Statutes including, but not limited to, the following:

- The Single Audit Act, Chapter 215.97, Florida Statutes;
- Agreements Funded with State Financial Assistance, Chapter 215.971, Florida Statutes; and
- Transparency in Government Spending, Chapter 215.985, Florida Statutes.

Recipient and Recipient's Sheriff Responsibilities:

Through its Sheriff's Office, the Recipient shall provide county law enforcement and corrections services on a regular and ongoing basis during the 2023-2024 contract period.

The Recipient Sheriff's Office will strive to maintain adequate staffing levels and services based upon the specific needs of the community it serves and in accordance with established policies and procedures.

The Recipient shall provide a copy of the current year's annual budget for the Sheriff's Office with the executed copy of this agreement. In addition, the Recipient's Sheriff must provide a copy of the Recipient Sheriff's spending plan for distribution of this funding. No funds will be advanced prior to receipt of these items. Additionally, a copy of the 2023-2024 budget for the Sheriff's Office must be provided at the beginning of the Recipient's fiscal year, but no later than November 1, 2023.

Funding provided to the Recipient will not exceed the amount specified in the 2023-24 General Appropriations Act. Allowable costs are limited to salaries and benefits for deputy sheriffs and corrections officers employed by the Recipient Sheriff's Office.

Deliverables:

As stated in the scope and responsibilities above, the Recipient will provide, through its Sheriff's Office, ongoing law enforcement and corrections services, where applicable, to the community it serves. The Recipient's Sheriff shall ensure files are maintained to substantiate the hours of law enforcement and corrections services provided and the amounts paid for those services. Expenditures paid under this agreement are intended to provide increases to salaries currently paid by Recipient's Sheriff to deputy sheriffs and corrections officers who provide those services. Supporting documentation for the deliverables and use of funds must be made available to FDLE in accordance with specifications and deadlines prescribed herein.

For payment purposes, the Recipient will receive a quarterly advance initiated by the Department after its return of this executed agreement, Spending Plan, and current Sheriff's Office budget.

Any state funds provided to the Recipient under this agreement that are determined to be utilized for ineligible expenditures, or which remain unspent at the end of the **state** fiscal year (June 30, 2024), must be returned to the Department no later than July 31, 2024. The Department's determination of acceptable expenditures shall be conclusive.

Financial Consequences and Other Requirements:

If the Recipient's Sheriff's Office fails to provide law enforcement or corrections services as outlined in this Agreement, additional distributions of cash will be withheld. Future funding under this program may also be jeopardized.

In the event the Recipient's Sheriff's Office ceases provision of law enforcement or corrections services during this contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted employees from the beginning of this contract through the date the provision of services ceased. The actual costs will be compared to the distributions to date, and any state funds in excess of eligible funds expended must be refunded to the Department by July 31, 2024.

Section III Payments and Financial Reports

Funds will be disbursed to the Recipient based upon the amount specified in the 2023-2024 General Appropriations Act for this purpose. Prior to any distribution of funding, the following must be provided to the Department: copy of this fully executed contract; and

- A Spending Plan detailing the method of distribution for these salary dollars; and
- A copy of the current fiscal year budget for the Recipient's Sheriff.

Upon execution of this agreement and provision of the required items detailed above, the Recipient shall be eligible to receive quarterly payments as outlined in this agreement. Advance payments will be issued in equal, quarterly disbursements, no earlier than July 1, 2023. Funding provided under this program is subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The Recipient and Department agree that quarterly certification reports and payroll registers shall be provided by the 15th day of the month following the end of each fiscal year quarter, specifically:

- October 15, 2023
- January 15, 2024
- April 15, 2024
- July 15, 2024

The Recipient may only retain funds up to an amount equal to the actual amount of salary increases paid to deputy sheriffs and correctional officers employed by the Sheriff's Office between July 1, 2023 and June 30, 2024. After the close of the 2023-2024 state fiscal year, the amount distributed under this agreement will be compared to the actual amount of payroll expenditures as disclosed in the required "Quarterly Payroll Certification Form." Any state funds received in excess of the supplemental salary amount paid, as well as any balance of unobligated funds, must be refunded to the Department no later than July 31, 2024 or 31 days after notification by the Department.

Expenditures incurred outside the agreement period (July 1, 2023 – June 30, 2024) are not eligible to be paid with these funds.

The Recipient and the Recipient's Sheriff must establish procedures to accept payments during the contract period and maintain supporting documentation including payroll registers, general ledgers, paystubs, and timesheets as proof of payment for all expenditures made with state funds distributed under the terms of this agreement.

No request for payment shall be made, nor shall any such request be honored, for any activity not covered by this agreement; and no monies distributed to the Recipient shall be used for any purpose or to fund any operations unrelated to this agreement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

	Grant Manager		Chief Official Contact	
Name	Stacey Walker	Name	Jamie English	
Title	Finance Director	Title	Chairman BOCC	
Address	108 N Jefferson St	Address	108 N Jefferson St	
City/ST/Zip	Perry, FL 32347	City/ST/Zip	Perry, FL 32347	
Phone	850-584-4225	Phone	850-838-6766	
Email	stacey.walker@taylorsheriff.org	Email	jenglish@taylorcountygov.com	
	Chief Financial Officer	Alt	ernative Point-of-Contact	
Name	John Ketring	Name	Marty Tompkins	
Title	Finance Director	Title	Asst Finance Director	
Address	108 N Jefferson St	Address	108 N Jefferson St	
City/ST/Zip	Реггу, FL 32347	City/ST/Zip	Perry, FL 32347	
Phone	850-584-4225	Phone	850-584-4225	
Email	john.ketring@taylorsheriff.org	Email	marty.tompkins@taylorsheriff.org	j

Official Payee

Taylor County BOCC Name

Title

Address 108 N Jefferson St City/ST/Zip Perry, FL 32347 850-584-4225

Phone

Email

FEID# 59-6000879

Grant Manager: This individual serves as the primary point of contact for the grant, project activities, responsible for all performance and financial reporting, and overall compliance with the grant agreement.

Chief Official: This individual is the head of the recipient agency. Note: If using a Chief Official Designee, the application must include a copy of the written authorization of signature authority (official letter from the chief official, ordinance, charter, etc.) approving the individual for signature authority.

Chief Financial Officer: This individual is responsible for the entity's accounting system, financial and records management, and certifying the financial claim reports that are submitted for payment.

Alternative Point-of-Contact: This individual serves as the alternative point-of-contact for this award if the primary point-of-contact is unavailable.

Official Payee: This individual is the person to whom payments will be remitted on behalf of the Recipient.

Appendix B. State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

I. PAYMENTS

Overpayments

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes

In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds

Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management

The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to

separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel

Costs for travel are not allowable under this grant agreement.

Subcontracts

Subcontracts are not allowable under the terms of this agreement.

Grant Adjustments

Grant adjustment under this agreement are limited as all of the funds are intended for one purpose. Recipients must submit a grant adjustment to the FDLE grant manager for substantive changes to its Spending Plan, implementation schedules, or Project Director as set forth in the approved agreement.

Adjustments are required when there will be a change affecting 10% or more of the total budget as outlined in the Spending Plan.

Under no circumstances can transfers of funds increase the total award.

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest

The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law

The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants

any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding nondisclosure agreements and related matters

Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

IV: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this Agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement. The following are examples of rules and regulations that govern Recipient's performance under this Agreement.

Civil Rights

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act.

Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one vear.

Lobbying Prohibited

The Recipient shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records

As required by section 287.058(1)(c), Florida Statutes, the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in section 119.011(12), Florida Statutes as prescribed by section 119.07(1) Florida Statutes, made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

Legal Authorization

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the

undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Independent Contractor, Subcontracting and Assignments

In performing its obligations under this Agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions

The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property

The purchase of or improvements to real property are not allowable under this agreement.

Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 Florida Statutes, shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of five

(5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits

The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, Florida Statutes).

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or passthrough awards and resources received by a non-state entity for Federal program matching requirements.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have

an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes:

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Cody Menacof Florida Department of Law Enforcement Office of Criminal Justice Grants Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

Monitoring

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests

related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with section 215.971, Florida Statutes Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Property Management

The purchase of property and equipment is not allowable under the terms of this agreement.

Recipient's Confidential and Exempt Information executing this Agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, Florida Statutes The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VIERNALTIES, TERMINATION DISPUTE RESOLUTION LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and section 119.07(1), Florida Statutes

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Agreement. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any

provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements this agreement. and such representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original.

In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Fla.

Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this Agreement.

Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in section 768.28, Florida Statutes

Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

State of Florida

Department of Law Enforcement Office of Criminal Justice Grants Signature: Typed Name and Title: Cody Menacof, Bureau Chief Date: Recipient Taylor County Board of County Commissioners Signature: Typed Name and Title:

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to ratify the signature of the County Administrator on the Anthropod Control Detailed Work Plan Budget for Fiscal Year 2023-2024



MEETING DATE REQUESTED: 8/7/2023

Statement of Issue:

To ratify signature on County Administrator

Recommended Action:

Ratify the County Administrator's signature

Fiscal Impact:

Budgeted Expense:

Yes

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

(850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Operational Work Plan must be submitted to the State annually. The Work Plan includes the proposed budget request and the State grant funding for Mosquito Control.

Options:

Attachments:

Signed Detailed Work Plan



Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 55-18-022 F.A.C. phone Number (550) 617-7011 FOR COUNTY OR DISTRICT USE ONLY

Submit to: Mosquito Control Program 3125 Conner Blvd, Sulfe E Telizhessee, FL 3239-1650

RECOMMENDED FOR APPROVAL!	FOR FISCAL	YEAR BE	GINNING	òс	TOBER 1, 20 23 /IBER 30, 20 24		PRE	PARED BY	Heather Jen							
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Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 6E-13.022, F.A.C. ephone Number (850) 617-7911 FOR COUNTY OR DISTRICT USE ONLY

Submit to: Mosquito Control Program 3125 Corner Bivd, Suite E Tallahessee, FL 32399-1050

RECOMMENDED FOR APPROVAL:	THE RESERVE AND ADDRESS OF THE PARTY OF THE	R BEGINNING OCT ENDING SEPTEM	MBER 30, 20 24		Heather Jensen			
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Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Services

Submit to: Mosquito Control Program 3125 Conner Blvd, Suite E Tallahassee, FL 32399-1650

OPERATIONAL WORK PLAN FOR MOSQUITO CONTROL FISCAL YEAR 20 23 / 20 24

Rule 5E-13.022, F.A.C. Telephone: (850) 617-7911; FAX (850) 617-7939

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Operational Work Plan for Mosquito Control FISCAL YEAR 20 23 /20 24

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NUMBER OF CITIZEN COMPLANT	S PER YEAR (ESTIMATED)			
BASIC METHODS USED FOR MOSQUITO POPULATION MEASUREMENT	NUMBER OF SITE SAMPLES	NUMBER OF COLLECTIONS	TOTAL NUMBER OF TRAPS USED	NUMBER IN ORDER OF FREQUENCY
W JERSEY LIGHT TRAP				<u> </u>
C LIGHT TRAP	5	Recentility	5	2
JCK TRAPS				
NDING RATE	12	Weekly		3
HER (SPECIFY)				
itzen Service Requesta		Daily		1
SPECIAL SURVEYS	NUMBER OF SITE SAMPLES	NUMBER OF COLLECTIONS	TOTAL NUMBER OF TRAPS USED	NUMBER IN ORDER-
	 			
				-
		MOSQUITO IDENTIFICATION		
MBER OF EMPLOYEES COMPLETING ID	CLASS			
MBER OF MICROSCOPES		2	T-7	
UTINE LOCAL ID PROGRAM		YES	X NO	
MPUTERS USBS IN ANALYSIS				
(ER MEANS (SPECIFY)	<u>. L</u>			n de la companya de l
		ADDITIONAL EFFORTS		
No. 10. 100 (10. 10. 10.				
		SOURCE REDUCTION PROGRAM		
DIECTS NEEDING MAINTENANG	CE THIS FISCAL YEAR			
PROJECT NUM	BERNAME		DESCRIPTION OF WORK	
mbusia Propogation		A 300 gallon tank has been started b	ut more trial and error needs	to be performed to get the
		numbers of fish up to that suitable fo	or distribution to the public. M	aintenance includes food
		and other items for the upkeep of th	s project.	
	PUBLIC	and other items for the upkeep of the RELATIONS/EDUCATIONAL PROGRA		
	PUBLIC			

Operational Work Plan for Mosquito Control

FISCAL YEAR 20 23 /20 24

			Aircraft, Boats, Et		VEHICLE/ASSET
YEAR	MAKE	MODEL	TON	USED FOR	NUMBER
013	Ford	F-150	Half	Ground ULV	BCC 4522
800	Ford	Ranger	Half	Surveillance	BCC 7018
006	Ford	Ranger	Half	Ground ULV	BCC 6718
000	Ford	Ranger	Half	Ground ULV	BCC 5330
013	Pheonix	MID 1800		Ground ULV	BCC 4523
2008	Pheonix	MD 1800		Ground ULV	BCC 7008
003	Pheonix	MID 1800		Ground ULV	BCC 5785
004	Phecnix	MD 1800		Ground ULV - Backup	BCC 6255
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FDACS-13666 Rev. 07/13

Page 3 of 3



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

LIBRARY CLOSURE FOR STAFF INSERVICE TRAINING DAY



MEETING DATE REQUESTED: August 7, 2023

Statement of Issue: STAFF INSERVICE TRAINING DAY ON AUGUST 29, 2023.

Recommended Action: APPROVE LIBRARY CLOSURE

Fiscal Impact: NONE

Budgeted Expense: N/A

Submitted By: JO ANN MORGAN

Contact: JO ANN MORGAN

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STAFF IS REQUESTING APPROVAL TO CLOSE THE

PUBLIC LIBRARY ON AUGUST 29TH IN ORDER FOR ALL STAFF TO ATTEND INSERVICE TRAINING IN CROSS CITY THAT IS HOSTED BY 3 RIVERS LIBRARY CONSORTIUM.

Options:

Attachments: TRAINING AGENDA:

For the staff in-service training day, we have planned the CPR, AED and Stop the Bleed training, and then Jenny Eason from NEFLIN will be here to go over what NEFLIN has available to support member libraries. We will also be going over the procedure of using KOHA for ILL between our four libraries as well as the Princh App used for public printing.



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO HOLD A PUBLIC HEARING TO CONSIDER THE PURCHASE OF PROPERTY FROM LISA ANN SHAW AND BUDGET TRANSFER FROM MSTU FUND RESERVES FOR PURCHASE.



MEETING DATE REQUESTED:

AUGUST 7, 2023

Statement of Issue:

TO PROVIDE PROPERTY FOR THE NEW SHADY GROVE

FIRE STATION.

Recommended Action: APPROVE PURCHASE

Fiscal Impact:

\$14,067.70

Budgeted Expense:

NO

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

(850) 838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE PROPOSED PROPERTY EXCHANGE/PURCHASE FOR THE NEW SHADY GROVE FIRE STATION HAS BEEN DISCUSSED IN NUMEROUS PUBLIC MEETINGS SINCE MARCH OF 2023 THAT WILL INCLUDE THE EXCHANGE OF 0.262 ACRES OF PUBLIC PROPERTY AND THE PURCHASE OF PARCEL NUMBER 01806-000.

THE ROAD CLOSING PETITION WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON JUNE 20, 2023, CONTINGENT UPON EXECUTION OF THE OPTION TO PURCHASE AGREEMENT.

THE TOTAL FISCAL IMPACT WILL BE \$14,067.70 INCLUDING LEGAL FEES FOR THE PURCHASE.

Options:

Attachments:

SETTLEMENT STATEMENT LEGAL ADVERTISEMENT

OPTION TO PURCHASE

SURVEY

APPRAISALS



A. Settlement Statement	U.S		of Housing and OMB Approval No. 2502-	0265
		Urban Dev	velopment	
B. Type of Loan			4 50 1 4 50 1	
	nv. Unins 4. 🗆 V		6. ☑ Cash 7. ☐ Other 10. Mortgage Insurance Case Number	
8. File Number 2023-191	9. Loan Num	per of actual cettlement co	sts. Amounts paid to and by the settlement agent are shown. Its	ems marked
C. NOTE: "(p.o.c.)" were paid out	tside the closing, they at	e shown here for infor	mational purposes and are not included in the totals. cal subdivision organized and existing pursuant to Article VIII	
D. NAME AND ADDRESS OF BORR	Constitutio	on of the State of Flor reen Street, Perry, Fl	ida	or the
E. NAME AND ADDRESS OF SELLE	R: Lisa Anne	Shaw Wentworth Road, G	reenville, FL 32331	
F. NAME AND ADDRESS OF LENDE				
G. PROPERTY LOCATION:	3974 Alton Greenville	Wentworth Road FL 32331		
H. SETTLEMENT AGENT		Law Firm, P.A. Terson Street, Perry F 5299	L 32347	
PLACE OF SETTLEMENT	` '	ferson Street, Perry F		
	1/2023		DISBURSEMENT DATE 08/31/2023	
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrow	er		400. Gross Amount Due To Seller	14 700 00
101. Contract Sales Price		14,700.00	401. Contract Sales Price	14,700.00
102. Personal Property			402. Personal Property	
103. Settlement charges to borrower (line	c 1400)	1,467.70	403.	
104.			404.	
105.			405.	
Adjustments for items paid by seller it	n advance		Adjustments for items paid by seller in advance	
106. City/Town taxes			406. City/town taxes	
107. County taxes			407. County taxes	
108.			408.	
109.			409.	
110.			410.	
111.			411.	
112.			412.	
120. Gross Amount Due From Borrow	ver	16,167.70	420. Gross Amount Due To Seller	14,700.00
200. Amounts Paid By Or In Behalf O			500. Reductions In Amount Due To Seller	
201. Deposit or earnest money			501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to	
204. Exchange Property		4,700.00	504. Exchange Property	4,700.00
205.			505.	
206.			506.	
207.			507.	
208.			508.	
209.		<u> </u>	509.	
Adjustments for items unpaid by selle			Adjustments for items unpaid by seller	
210. City/Town taxes		1	510. City/Town taxes	
211. County taxes 01/01/2023 to 08/3	1/2023	<u> </u>	511. County taxes 01/01/2023 to 08/31/2023	
212. Assessments	·		512. Assessments	
213.			513.	
214.			514.	
215.			515.	
216.			516.	
217.			517.	
218.			518.	
219.			519.	
220. Total Paid By/For Borrower		4,700.00	520. Total Reduction Amount Due Seiler	4,700.00
300. Cash At Settlement From/To Bo	rrower		600. Cash At Settlement From/To Seller	
301. Gross Amount due from borrower		16,167.70	601. Gross Amount due to Seller (line 420)	14,700.00
302. Less amounts paid by/for borrower		4,700.00		4,700.00
303. CASH From BORROWER		11,467.70		10,000.00
COU. CROSS STOM DOMEO TEN				(2)

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on August 31, 2023.

L SETTLEMENT CHARGES			
700. Total Real Estate Broker Fee		Paid From	Paid From
Division of commission (!	ine 700) as follows:	Borrower's	Sciler's
701.		Funds at	Funds at
702.			1
703. Commission paid at settlement		Settlement	Settlement
704.			
705.			
706.			
800. Items Payable In connection	with Loon		
			
801. Loan Origination Fee	to		
802, Loan Discount	to		
803.			
804.			
805.			
806.			
			<u> </u>
900. Items Required By Lender To	Be Paid In Advance		
901. Interest from	From 08/31/2023 To 09/01/2023		
902. Mortgage insurance premium			
903. Hazard Insurance premium			
904.	······································		
905.			
1000. Reserves Deposited With Lea	nder .		
1001. Hazard Insurance			
1002. Mortgage Insurance			
1003. City property taxes	·		
1004. County Property Taxes			
1005. Annual assessments			
1006.			
1007,			
1008. Aggregate Adjustments			ļ
1000. Aggregate Adjustments			<u> </u>
1100. Title Charges			
1101. Closing Fee	to The Curtis Law Firm, P.A.	600.00	· · · · · ·
1102. Title Search Fee	to FATICO		
1103. Courier Fee		585.00	<u> </u>
	to The Curtis Law Firm, P.A.		
1104. 1099 Fee	to National 1099	15.00	
1105. Wire Fee	to TCLF		
1106.			
1107. Attorney's fees			
1108, Title Insurance	to First American Title Insurance Company	100.00	
1109. Lender's coverage @\$.00	to 1 ast randicale 1 the distribute Company	100.00	
	0.000.000		
1110. Owner's coverage \$14,700.00	(@ \$ 100.00		
1111.			
1112.			
1113. Title Insurance Commission	to The Curtis Law Firm, P.A. (70.00 POC)		
1000 G			
1200. Government Recording and			
	Deed \$18.50 Mortgage Releases	18.50	
1202. City/county tax/stamps I	Deed Mortgage		
1203. State tax/stamps:	Deed Mortgage		
1204. Record DR-312	to Clerk of Court	10.00	
1205. Record CMA	to Clerk of Court		
1206. Record Death Certificate		10.00	
	to Clerk of Court	10.00	
1207. Record Deed-County to Shaw	ROW to Clerk of Court	19.20	
1300. Additional Settlement Charg	3		
1301. Title Policy-County to Shaw R		100.00	
	to the Cutts Law Filth	100.00	
1302.			
1303.			
1304.			_
1305.	- · · · · ·		
1400. TOTAL SETTLEMENT CH	ARGES	1.467.50	
13/a she undersigned identified in Ca	ction D hereof and Seiler in Section E hereof, hereby acknowledge receipt of this comple	1,467.70	1 10\
August 31, 2023.	ation D hereof and Seller in Section E hereof, hereby acknowledge receipt of this comple	sted Settlement Statement (Pag	es (and 2) on
August 31, 2023.			
Donas Teules County Florida a politi	and middle data associated and eviation associated		
	cal subdivision organized and existing pursuant Seller Lisa Anne Shaw the State of Florida, TBD TBD, President		
to Addict vitt of the Constitution of t	s ome or riorius, IDD IDD, richidali		
The ITTD I Coult	to the second se	all annua de Gradente de de la	
	ich I have prepared is a true and accurate account of this transaction. I have caused or wi	in cause the runds to be disburs	eu in accordance
with this statement.			
Settlement Agent:	Date:		

OPTION TO PURCHASE

Lisa Anne Shaw whose address is 4000 Alton Wentworth Road, Greenville, FL 32331, (hereinafter "Optionor"), in consideration of the sum of TEN THOUSAND Dollars and no/Cents (\$10,000.00) and other valuable considerations received from Taylor County, Florida, whose address is 201 E Green Street, Perry, FL 32347 (hereinafter referred to as "Optionee") on the ______ day of _______, 2023, does hereby grant unto Optionee the exclusive right and option to purchase, within the time hereinafter stated, and at the purchase price hereinafter set forth, real property in Taylor County, Florida, described on Schedule A, attached hereto and made a part hereof (hereinafter called the "Property", upon the following terms and conditions:

- 1. Optionee may exercise this Option to Purchase by notice to Optionor in writing, which shall be sent by certified or registered mail, at their address herein stated, postmarked on or before midnight, the option period beginning twelve (12) months from the date of this Option. Optionee may not exercise this Option except during the option period. In the event this Option is exercised, the purchase shall be concluded in the manner herein set forth, and in the event this Option is not exercised, the same shall be null and void, and neither party shall have any obligation hereunder. Optionor reserves the right to extend the option period for an additional twelve (12) months from the expiration of the first option period. An extension of the option period by Optionor shall not require the payment of additional consideration by Optionee.
- 2. If the Option is exercised, the purchase price (Purchase Price) for the property (Property) shall be in the amount of **TEN THOUSAND Dollars and No/Cents (\$10,000.00)**, with the Purchase Price being paid in cash at the time of closing less the sums this day paid, if any.
- 3. It is an obligation of Optionor to furnish marketable title to the Property, free and clear of all liens, defects and encumbrances, to convey said Property to Optionee by statutory warranty deed, with full covenants of warranty; subject only to taxes for the year of closing and all prior years which shall be paid by Optionor, local zoning and land use regulations, existing road rights-of-way and sovereignty right, if any.
- 4. Optionee may obtain within **ninety (90) days** after exercise of this Option, a commitment for a fee owner's title insurance policy showing the title to be marketable. Optionee shall have until 10 working days prior to closing to examine the same. If title is found to be defective, Optionee shall, not less than 10 working days prior to closing, notify Optionor in writing, specifying defects. If said defects render the title to be unmarketable, the option period shall be extended and Optionor shall have 120 days from date of such notice from Optionee within which to remove said defects and if Optionor is unsuccessful in removing them within the said time, Optionor shall notify Optionee in writing advising Optionee that they were unable to remove the defect and Optionee shall have the option of either (1) accepting the title as it then is; or (2) demanding a refund of money paid hereunder, which shall forthwith be returned to Optionee and thereupon Optionee and Optionor shall be released as to one another of all further obligations under this Option. However,

Optionor agrees that they will, if title is found to be unmarketable, use diligent effort to correct the defects in the title within the time provided therefor, including the bringing of necessary lawsuits. Said title insurance commitment shall contain only the usual exceptions generally printed by the American Land Title Association Owners' Policy on the currently used form. Any defect in title that the title insurance company shall insure shall not be deemed to cause the title to be unmarketable.

- 5. This transaction may be closed at the office of The Curtis Law Firm, P.A., after the expiration of the twelve (12) month option period, if said option was timely exercised.
- 6. At or before closing, the parties shall deliver the funds and documents herein described to the Closing Attorney (The Curtis Law Firm, P.A., 103 North Jefferson Street, Perry, Florida 32347), relating to the purchase of the Property to be closed. Unless otherwise agreed, the Closing Attorney shall prepare all closing documents.
 - A. Optionor shall deliver the following to the Closing Attorney:
- (1) Duly executed and acknowledged warranty and fee simple deed for the purchase of the Property, and a DR-219 form.
- (2) Beneficial Interest Affidavit, Owner's Disclosure Affidavit, Foreign Investment Real Property Tax Affidavit, and Mechanics' Lien Affidavit.
- (3) Such evidence of existence of authority as required by the title insurance company.
 - (4) Affidavit and other documents required by the title insurance company.
 - (5) Corrective deeds and documents, if any.
 - (6) Easements and such other agreements required by this Option.
 - (7) Optionee, at his expense, shall provide and deliver all of the documents required by paragraph 6-A, and pay all closing costs.
 - B. Optionee shall deliver the following to the Closing Attorney:
- (1) Funds for the property portion of the Purchase Price as set forth above together with its share of the closing costs.
- (2) Owner's title insurance commitment in the amount of the purchase price.
 - C. Upon closing, the Closing Attorney shall:

- (1) Record the deeds and other required documents.
- (2) After title check down, pay the balance of funds due to Optionor reduced by Optionor's share of closing costs as shown on the Owner's Disclosure Affidavit.
- Optionee and Optionor.

 (3) Provide executed copies of the Owner's Disclosure Affidavit to
- (4) After closing and the deeds have been recorded, the Closing Attorney shall deliver the original recorded deeds to Optionor together with the original title policy.
- 7. Optionee shall, during the term of this Option, have the right and privilege to enter upon the Property described herein to make inspection thereof.
- 8. Optionor represents and warrants that they are authorized to enter into this Option; that they have title to the Property described herein, or will acquire title to such Property within the time limits herein prescribed so as to convey said Property in accordance with the terms and conditions of this Option.
- 9. Optionor represents to Optionee that they have no knowledge of any condemnation action affecting the Property. In the event eminent domain proceedings are instituted to acquire all or any part of the Property, the parties agree that Optionor shall control said proceedings throughout the term of this Option; that Optionor shall receive the award if paid prior to closing, but at closing Optionor shall pay over such award to Optionee and the purchase price shall not be reduced. If the proceedings are still pending at closing, and no award has been made, the purchase price shall not be reduced and Optionee shall assume control of the proceedings and shall be entitled to the award thereafter paid.
- 10. Optionor shall furnish to Optionee, at time of closing, an affidavit attesting to the absence of any financing statement, claims or potential lienors known to Optionor and further attesting that there have been no improvements to the Property for 90 days immediately preceding the date of closing that have not been paid for in full, in accordance with Section 627.784(2), Florida Statutes. At closing Optionor shall sign and deliver a Beneficial Interest Affidavit required by Section 286.23, Florida Statutes, and an Owner's Disclosure Affidavit. In addition, the Optionor shall comply with the disclosure requirements of section 380.08(2), Florida Statutes.
- 11. Neither party may assign its rights under this Option without the express written approval of the other, which approval may not be unreasonably withheld.
- 12. Optionor shall, within 60 days from the date hereof, provide to Optionee, all present surveys of the subject properties which have been heretofore performed by a Registered Florida Surveyor.

- 13. Time is of the essence of this Option. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays, and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next business day.
- 14. On or before closing, Optionor shall provide Optionee with (i) Affidavit of Non-Foreign Status; (ii) Notice of Non Recognition; or (iii) Withholding Certificate establishing that no foreign income tax is required to be withheld under the Foreign Investment and Real Property Tax Act of 1980 (FIRPTA). Any documents supplied by Optionor pursuant to this Paragraph must comply with the provisions FIRPTA and any regulations or rules promulgated thereunder, and Optionor must not have actual knowledge or have received notice that the document is false. If the Optionor fails to deliver a document in accordance with this Paragraph, Optionee shall be entitled to withhold 10% of the amount realized by the Optionor (as defined in the FIRPTA regulations) and shall remit to the IRS at closing the amount so withheld along with the properly completed remittance form (Form 8288). All such documentation and proof furnished by Optionor to Optionee must be reasonably satisfactory to Optionee sattorney and all costs of furnishing the proof shall be borne by Optionor. In addition, each party shall furnish the information required to be filed by the Closing Agent of Broker, if any, under the Tax Act of 1986.
- 15. Either party failing to comply with the terms hereof shall be liable to the other party for reasonable attorneys' fees incurred by such other party by virtue of such failure.
- 16. Taxes on the property and building shall be prorated as of date of closing with due allowance made for maximum allowable discount. The Optionor shall pay the current year's taxes prorated to the date of closing, Optionee shall be responsible for any additional amount due should the estimated millage used for the proration of taxes be increased when the actual tax amount is determined.
- 17. The warranties, covenants, and representations of Optionor herein, including but not limited to the provisions of paragraphs 3, 8, 9, 10, 15, 16, and 19 hereof, shall survive the closing and shall be separately enforceable by Optionee at any time after closing.
- 18. This Option or notice thereof shall be recorded in the public records of Taylor County, Florida.
- 19. This Agreement constitutes the entire agreement of the parties and may not be amended except by a writing signed by all parties hereto. No representation or inducement has been relied upon by any party except as stated herein. If any provision of this Agreement violates any applicable law, such provision shall be void but the remaining provisions hereof shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective, heirs, successors, legal representative and assigns. The covenants of this Agreement shall survive the closing and shall be enforceable at law or in equity. Time is of the

essence in the performance of the terms and conditions of this Agreement. This Agreement shall be governed by and interpreted under the laws of the State of Florida.

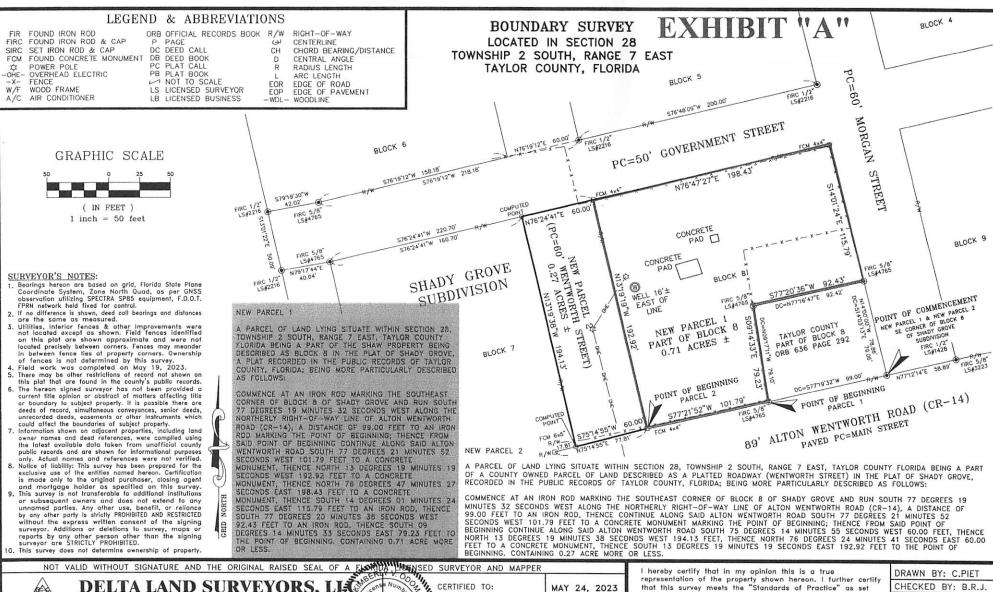
IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year aforesaid.

AS TO OPTIONOR:

Florida, this	day of	, 2023.
Optionor		
Witness #1		Witness #2 (Notary may be a witness)
State of Florid County of Tag		
Lisa Anne Shaw		r said County, personally appeared the above named d declared that she did sign and seal the foregoing ct and deed.
	whereof, I have hereunt his day of	o set my hand and official seal, in the County of Taylor, 2023.
		Notary Public

AS TO OPTIONEE:

		hereunto set our h	and and seal, in the County of Taylor, State of Florida, .
			_
Optione	e		
Witness	#1		Witness #2 (Notary may be a witness)
State of 1	Florida		
County of	of Taylor	ss:	
County, Flo	orida who acl		County, personally appeared the above named Taylor declared that they did sign and seal the foregoing and deed.
		have hereunto set day of	my hand and official seal, in the County of Taylor, 2023.
		\overline{N}	otary Public





FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB#8482

kimatdelta@gmail.com megandelta85@gmail.com

MONTICELLO: (850)997-0301 PERRY: (850)584-2849

275 NORTH MULBERRY STREET

PROUDLY SERVING ALL OF FLORIDA AND SOUTHERN GEORGIA

CERTIFIED TO: SMADY GROVE FIRE AND RESCUE

STATE OF

Hummin

DATE 23-090-23 JOB NO.

I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Land Surveyors & Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

Kimberly V. Odom 05/24/2023 Kimberly V. Odom, PSM, F.R.C. LS#7302

CHECKED BY: B.R.J. SCALE: 1"= 50' CREW: D.B. FIELD BOOK: 23-203 PAGE: 12



MISCELLANEOUS

WE BUY Scrap Metal and Junk Cars. (850) 838-5865. RC



TURKEY ROOST NURSERY Twenty-plus perennials for Twenty-plus perennials to polimatori Hydragosa. Surmer Rose Azaleas, Crape Myrtle, Sycamore trees, Blusberies, Citrus, Figs. troical foliage, succulents, Datil Peppers, houseplants, Open Wed. Sat. (10 a.m.6 p.m.), Sun. (1-6 p.m.), Mon-Tues (by chance or appointment), 6740 Abe Whitfield Lane, 850-584-7395.

SERVICES

A TO Z LAWN &

A TO Z LAWN & FARM SERVICES
Licensed and Insured Complete Lawn Services
Tree trimming/removal, dump truck services, harrowing, bush hog mowing, take work, drt leveling, Call (850) 838-5996 or (850) 534-7972.

AZ AZ

JOE COXWELL WELDING LLC Welding Fabrication & Repair Mobile Service. (850) 843-3500.

NEED WELDING, FABRICATION NEED WELDING, FABRICATION
OR EQUIPMENT REPAIR?
Warrior Creek Mobile Welding
Service will come to youl Call
John Stephans (850) 672-0884.
Located on U.S. Hwy. 19 South.

TALL TIMBER TREE SERVICE

- STUMP GRINDING
 TREE TRIMMING
- TREE REMOVAL
- · TRACTOR WORK BUSH HOGGING
- BUCKET TRUCK USE

*BUCKET TRUCK USE

*LAND CLEARING

'FREE ESTIMATES' 'GREAT
RATES' CALL TODAY!
(850) 838-5923. MARK A.
MONEYHAN, LICENSED AND
INSURED. CERTIFIED QUALITY
SPECIALIST. SPECIALIST.

HELP WANTED: LOOKING FOR AN EXPERIENCED CERTIFIED DIESEL MECHANIC, PLEASE

HELP WANTED

TAYLOR COUNTY BOARD OF JOB VACANCY ANNOUNCEMENT

ANNOUNCEMENT:
All applicants must complete a
2-part application process:

1. Register and complete an
online profile with Career Source
(located at Big Bend Technical College).
2. Fill out and sign County

Application.

Detailed Job Descriptions can be found on the Taylor County

Website: taylorcountygov.com
Taylor County is an EEO employer.
FULL-TIME VACANCIES: FULL-TIME VACANCIES:
Engineer - Firefighter/EMT Mosquoto Control Driver SEASONAL/ON-CALL
VACANCIES:
Concession Stand Lead Concession Worker - Field
Attendant - Roll-Olf Size Attendant
Pand Furne Mondanter

- Boat Ramp Attendants.

HELP WANTED: small angine mechanic and a front counter clerk (clerk must be able to lift 50 lbs.). Please apply in person at Green's Outdoors and More, 1969 Foley Rd., Perry, Fla. 32347. 721

HELP WANTED

NOW HIRING ASAP: Certified Technician, Aggressive Starting Psyl To apply, contact Tony Southerland, Key Chevrolet Buick of Perry, 2128 S. Byron Butte Pkwy., (850) 584-6221. KC8P

THE TAYLOR COUNTY SCHOOL DISTRICT CURPENTY AS THE FOLLOWING OPEN POSITIONS: Taylor County High School - Soience Teacher. Taylor County Middle School - VE Teacher LO). Off Grade ELA Teacher, Flourdational Math Teacher, Flourdational Math Teacher. Flourdational Math Teacher. Flourdational Math Teacher. Flourdational Math Teacher. Taylor County Primary School - Elementary Ed. Teacher. Taylor County Primary School - Elementary Ed. Teacher. Taylor County Primary School - Elementary Ed. Teacher. (SJ, VE Teachers Ic2). Taylor County School District Taylor County School District Taylor County School District. THE TAYLOR COUNTY SCHOOL Taylor County School District -District Computor Technician. For more information and to apply, please visit www.taylor.k12.fl.us or call 850-838-2500. TCSD

HELP NEEDED: ADVANCED REFRIGERATION & AIR CONDITIONING is hiring service installers helpers. Apply in person at 520 call 850-584-3626 to have an application emailed to you. Email your resume to adv_ref@fairpoint. net. BENEFITS INCLUDE: Health net. BEKEFTS INCLUDE: Health insurance (vision and dental available retirement plan, paid vecation time and paid holidays). Senvice Tech - \$20.00-\$28.00/hr. (negotiable) Installers - \$16.00-\$20.00/hr. Helpers - \$14.00-\$16.00/hr. "Plus Bonuses" ARA

FOR RENT

EVERETT'S MOBILE HOME PARK has 2 bedroom mobile homes avaliable for rent. Interested parties please apply at 3409 US 19 S., Perry, FL or call (PSC) 584-7704

FOR SALE

FILL DIRT AVAILABLE: located off Hwy. 19 in Perry, Fla. Priced below market value. Please contact Buddy at (912) 253-4421

LEGALS

NOTICE (PURSUANT TO FLORIDA STATUTE 125.335(1)(a) Notice is hereby given that the Board of County Commissioners of Paylor County, Florida pursuant to Chaster 125.355(1)(a) Fonds Statutes, that the County Intends to purchase the following property laying and been in Taylor County, Florida, and described as follows, to-wit:

Finning, and descrited as follows. Is well:

A PARCE OF LAND LIVIN STITUATE WITHIN SECTION 28, TOWN-SHIP 2 SOUTH, AMAGE 7 EAST, TAYLOR OF THE STAND ST

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Old Post Office Building in Perry,

County, Floritas.

NOTICE

Pursuant to Section 2.13(8) of the
City Charter of the City of Ferry,
Florida, notice is hereby given that
the City Cound's had Introduction and
Florida Reading on Combinate No. 1032
Florida Reading on Combinate No. 1032
Florida Reading on Continuous Section
Florida Notice Section Street,
Florida No. 1032
Florida No. 1032
Florida No. 1032
Florida No. 1032
Florida No. 1033
Florida No. Council with respect to any matter considered at the meeting will need a record of that meeting and may need to ensure that a verbatin record of the proceeding is made which record includes the testimon and evidence upon which the appear is to be heard.

Introduction and First Reading

A/C REPAIR

BEMY -REFRIGERATION Heating & Cooling IIC

> Jake Paulus Sarah Paulus Vice President

Joe F. Roberts

(850) 843-5268 jpaulus@remyrefrigeration.com www.remyrefrigeration.com

VETERAN

Ordinance No. 1029

(Amending Pay Cycle for Council Members)

AN ORDINANCE OF THE CITY OF PERRY FLOREIA, AMENDING PAY CYCLE FOR CITY COUNCIL MEMBERS FROM MONTHLY TO B-MYREXY, REPEAING ALL ORDINANCES IN CONTACT HEREWITH; AND PROVIDING ARE PETECTIVE DATE.

JOHN R. Hart, IL, CYC MANOGEY SHYLE MEMBERS FOR THE MEMBERS FOR

Any interested persons may appear and he heard on the aforementioned public hearing dale. Notice is also given, porsulant to Florida Saciotas open, porsulant to Florida Saciotas open, porsulant to Florida Saciotas to the Chip Saciotas of the Chip Cauncia with respect to any matter considered at the meeting will need a record of that meeting and may need to ensure that a verbalem record of the proceeding is made, and envisioned upon which the appeal is to be heard.

Introduction and First Reading Ordinance No. 1030 (Food Trucks on Highway 19) AN ORDINANCE OF THE CITY OF FERRY, FLORIDA, ALLOWING FOOD VENDORS TO CONDUCT BUSINESS HIGHWAY 19: REPEALING ON HIGHWAY 19; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING AN EFFECTIVE DATE

John R. Hart, II. City Mana

CLASSIFIED ADS

Deadline for Wednesday (TaCo Times): Monday by 5 p.m. Deadline for Friday (Perry News-Herald): Thursday by 12 noon Call (850) 584-5513 or email

NOTICE

NUMBER OF THE STATE OF classifieds@perrynewspapers.com Your New Home Delivered

Factory Direct Wholesale Pricing

Come See Our New Models By:

Town Homes LLC **Nobility Homes** Champion Homes

Customize to make it your own! **GREAT SELECTION OF NEW HOMES**

• HUGE CHOICE OF HOMES • ONE STOP SHOPPING • FINANCING OPTIONS • LOW DOWN PAYMENT · LAND HOME PACKAGES

· LOW DOWN PAYMENTS ENERGY EFFICIENT HOMES

0% Down if your land is used as a down payment (LAND-IN-LIEU)

LABOR DAY MONDAY, SEPT. 5

PRESTIGE HOME CENTERS

LABOR DAY

352-493-2492 13771 NW HWY 19, CHIEFLAND, FL

www.PrestigeHomeCenters.com/Chiefland



APPRAISAL OF REAL PROPERTY

LOCATED AT

County Road 14 Alton Wentworth Parkway
Perry, FL 32347
Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .261 acres MOL

FOR

Taylor County Board of County Commissioners 201 E. Green Street Perry, FL 32347

OPINION OF VALUE

4,700

AS OF

05/11/2023

BY

Jim B. Marsh Marsh Appraisal Service 3926 Monterey Pines Trl Tallahassee, FL 32309-6337 850-545-7493 jimmarsh13@gmail.com

Borrower	Taylor County Board of County Commissioners	:			File No.	23086	
Property Address	County Road 14 Alton Wentworth Parkway			 			
City	Perry Con	nty	Taylor	 State	FL	Zip Code	32347
Lender/Client	Taylor County Board of County Commissioner	3					

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LAND APPRAISAL REPORT

										23086		
	Borrower Taylor Co	ounty Board of Co	unty Commis	ssioner	Census Tract	9502.01		Map Refe		SCensTr	actBNA	,
		nty Road 14 Altor			,				_			
	City Perry	,			County Tayl	or		Sta	te FL	Zip Code	32347	
5	1 0111	/Davada Dart a	f Cootin 20 7	Taunahi	Tuyi				" FL		32347	
4	11.01	es/Bounds: Part of	r Sectin 29,									
8	Sale Price \$	Date of Sale	·	_	Term	yrs. Pr	operty Rights Appraised	Fee Fee	Lease	hold	De Minimis	PUD
တ	Actual Real Estate Taxes \$		(yr) Loan ch	arges to be pa	aid by seller \$		Other sales concess	sions				
	Lender/Client Taylo	r County Board of	f County Com	nmission	ners	Address 20	1 E. Green Stree	et Perry FK 3	32347			
	Occupant Vacant	Appraiser	Jim B. M			Instructions to	•	mate Market				
	Location	Urban		Suburba	an M	Rural	Lott	mate Warket	Goo	d Avg.	Fair	Poor
	Built Up	Over					Employment Stability					
				2	7370	3			_	×		
	Growth Rate	Fully Dev. Rapid		Steady		Slow	Convenience to Emplo					
	Property Values	Increa	sing	Stable	[Declining	Convenience to Shopp	ing				
	Demand/Supply	Shortz	age [In Balan	nce	Oversupply	Convenience to School	ls		X		
	Marketing Time	☐ Under	3 Mos.	4-6 Mos	s.	Over 6 Mos.	Adequacy of Public Tr	ansportation		×	H	H
0	Present 40 % One-L		% Apts.		Condo	% Commercial	Recreational Facilities					-
8	1,000,000,000					- Committee				×	-	
H	, mado	_00_					Adequacy of Utilities					
80		Not Likely	Likely	(*)		aking Place (*)	Property Compatibility					
퓽	Land Use	(*) From		To			Protection from Detrim	ental Conditions				
NEIGHBORHOOD	Predominant Occupancy	Owner	☐ Tei	nant	9	Vacant	Police and Fire Protect	ion	Г		П	
	One-Unit Price Range	\$ 50	to \$ 250	Predo	ominant Value \$	150	General Appearance of	Properties				
	One-Unit Age Range	1 yrs. to		Predomina	ant Age	40 yrs.	Appeal to Market	•	-	×		$\overline{}$
	Comments including those fac	-				10	74900110 11121101					
								Subject pr				
	Taylor County at the	ne community of S	hady Grove	This par	rticular area	is sparsley p	opulated with sir	igle family ho	mes, mar	nufactured	homes	<u> </u>
	and vacant land tra	acts of varying size	es. There are	are no	adverse con	ditions affect	ing the property	and adequate	vehicula	r access	is availa	able.
	*The other 60% no										-	
		Needed For Exac				=	.262 ac			Corner	Lot	
	2 1 21 15 1		L Dillion			Present		₹ Do □ D	o Not Cor	nform to Zoning		
	Control of the Contro	Rural	Other (energy)	-				7 % 🗆 .	0 1101 001	noin to coming	regulations	
	Highest and Best Use		Other (specify)		I homesite							
	Public	Other (Describe)		SITE IMPROVE		-	_evel					
	Elec.	None	Street Access	Public	c Privat	e Size	Typical for the m	arket			-	
	Gas	Bottled Propane	Surface Public	ic		Shape	Rectangle					
SITE	Water	Private Wel	Maintenance	N Public	c Privat	e View	Residential					
w.	San, Sewer	Septic Tank	Storm Sewer	r	Curb/Gutter	Drainage	Appears Adequa	te				
		ground Elect. & Tel.	Sidewalk	Ē	Street Lights		located in a FEMA Special			5	Yes	□ No
	Comments (favorable or unfav	orable including any apparen	t adverse easements	. encroachme	ents, or other advers	e conditions)	N:	Pounda	5/ 5/15/5/	_		,
							singal frame and only	-		was not		
	therefore flood dat		a control of the second			acreage obta	ained from count	y records. Site	e is typica	ai in ali res	spects v	vitn
	no apparent adver	se easements or o	encroachmer	nts affect	ting the site.							
			ecent sales of	properties			to subject and has	considered these		market analy		description
		stment reflecting marke		those iter				and comparable	properties.		ficant iter	n in the
	comparable property is	superior to or mor			ubject property,	a minus (-)	adjustment is mad s (+) adjustment is			cated value	of subj	
8800	significant item in the	comparable is interior	to or less far	vorable ma	in the subject							
						proporty, a pia			reasing the	indicated vi	R (00) 15/25 110	he subject.
	ПЕМ	SUBJECT PROPERT	Y	COMPA	RABLE NO. 1	proporty, a pia	COMPARABLE N		leasing the	COMPARAB	R (00) 15/25 110	he subject.
		SUBJECT PROPERT			RABLE NO. 1				SE Benr	COMPARAB	R (00) 15/25 110	he subject.
		ad 14 Alton Went	worth E Leon			E Le	COMPARABLE N		SE Benr	COMPARAB	LE NO. 3	he subject.
	Address County Ro	ad 14 Alton Went	worth E Leon	St FL 32347		E Le	COMPARABLE N		SE Benr	COMPARAB nett St , FL 3234	LE NO. 3	he subject.
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SUMMARY OF SALIENT FEATURES

Subject Address Logal Description Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .261 at City Perry County Taylor Stab FL Zip Code 32347 Census Tract 9502.01 Map Reference USCensTractBNA Borrower Lender/Client Taylor County Board of County Commissioners Taylor County Board of County Commissioners	
City Perry County Taylor State FL Zip Code 32347 Census Tract 9502.01 Map Reference USCensTractBNA Sate Price \$ Date of Sate Borrower Taylor County Board of County Commissioners	
County Taylor State FL Zb Code 32347 Census Tract 9502.01 Map Reference USCensTractBNA Sale Price \$ Date of Sale Borrower Taylor County Board of County Commissioners	
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Sizo (Square Feet)	
Price per Square Foot \$	
Location Rural	Ì
Age	
Condition	
Location Rural Age Condition Total Rooms	
Bedrooms	
Baths	
Appraiser Jim B. Marsh	\dashv
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Otato of Appraised Value 05/11/2023	
Opinion of Value \$ 4,700	\dashv
S Cpirison of Value \$ 4,700	ı

ENVIRONMENTAL ADDENDUM

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

				File	# 23086	
Вогтоwег	Taylor County Board of County Commissioners					
Property Address	County Road 14 Alton Wentworth Parkway					
City	Perry County	Taylor	State	FL	Zip Code	32347
Lender/Client	Taylor County Board of County Commissioners					

Lender/Client Taylor County Board of County Commissioners
*Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.
This Environmental Addendum is for use with any real estate appraisal. Only the statements which have been marked by the appraiser apply to the Subject property.
This addendum reports the results of the appraiser's routine viewing of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about any observed evidence of any hazardous substances and/or detrimental environmental conditions. The appraiser is not an expert environmental inspector and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety or value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
DRINKING WATER
Drinking water is supplied to the subject from a municipal water supply which is considered safe. However, the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
Drinking water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate drinking water.
Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
The opinion of value is based on the assumption that there is an adequate supply of safe, lead-free drinking water.
Comments: The appraiser is not an expert in the field of determining the existence of hazardous substances and/or detrimental environmental conditions and makes no warranty in regards to the quality and/or quantity of potable water on the site.
SEWER SYSTEM
Sewage is removed from the property by a municipal sewer system.
Sewage is disposed of by a septic system or other sanitary on-site waste disposal system. The only way to determine that the disposal system is adequate and in good good working condition is to have it inspected by a qualified inspector.
The opinion of value is based on the assumption that the sewage is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.
Comments: The appraiser is not an expert in the field of of sanitary waste disposal and therefore makes no warranty in regards to the disposal of it on the subject site.
SOIL CONTAMINANTS
There are no apparent signs of soil contaminants on or near the subject property (except as stated in Comments, below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
The opinion of value is based on the assumption that the subject property is free of soil contaminants.
Comments: The appraiser is not an expert in the field of determining the existence of soil contaminants and therefore makes no warranty as
to its existence on the site.
ASBESTOS
All or part of the improvements were constructed before 1979 when asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable asbestos is to have it inspected and tested by a qualified asbestos inspector.
The improvements were constructed after 1979. No apparent friable asbestos was observed (except as stated in Comments, below).
The opinion of value is based on the assumption that there is no uncontained friable asbestos or other hazardous asbestos material on the property.
Comments: The appraiser is not an expert in the field of determining the existence of asbestos and/or the abatement thereof and therefore makes no warranty in regards to its existence on the site.
PCBs (POLYCHLORINATED BIPHENYLS)
There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as stated in Comments, below). There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.
The appraiser is not an expert in the field of determining the existence of PCB determination and therefore makes no warranty in regards to its existence of it on the site.
RADON
The appraiser is not aware of any radon tests made on the subject property within the past 12 months (except as stated in Comments, below).
The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of radon or radium.
The appraiser is not aware of any nearby properties (except as stated in Comments, below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
The opinion of value is based on the assumption that the Radon level is at or below EPA recommended levels. Comments: The appraiser is not an expert in the field of determining the existence of radon and therefore makes no warranty as to the
existence of it on the subject property.

USTs (UNDERGROUND STORAGE TANKS)
There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would
likely have had USTs.
There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
The opinion of value is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.
Comments: The appraiser is not an expert in the field of determining the existence of UST's and therefore makes no warranty as to their existence on the subject property
existence on the subject property
NEARBY HAZARDOUS WASTE SITES
There are no apparent hazardous waste sites on the subject property or nearby the subject property (except as stated in Comments, below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more hazardous waste sites on or in the area of the subject property.
The opinion of value is based on the assumption that there are no hazardous waste sites on or nearby the subject property that negatively affect the value or safety of the property.
Comments: The appraiser is not an expert in the field of determining the existence of hazardous substances and/or detrimental environmental conditions.
UREA FORMALDEHYDE INSULATION (UFFI)
All or part of the improvements were constructed before 1982 when urea foam insulation was a common building material. The only way to be certain that the property is free of urea formaldehyde is to have it inspected by a qualified urea formaldehyde inspector.
The improvements were constructed after 1982. No apparent urea formaldehyde materials were observed (except as stated in Comments, below).
The opinion of value is based on the assumption that there is no significant UFFI insulation or other urea formalidehyde material on the property. Comments: The appraisant is not an expect in the field of determining the existence of LUFFI and therefore make the property is the second of the s
Comments: The appraiser is not an expert in the field of determining the existence of UFFI and therefore makes no warranty as to its existence on the subject property.
LEAD BASED PAINT All or part of the improvements were constructed before 1978 when lead based paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as stated in Comments, below). The only way to be certain that
the property is free of surface or subsurface lead based paint is to have it inspected by a qualified inspector.
The improvements were constructed after 1978. No apparent Lead Paint was observed (except as stated in Comments, below). The opinion of value is based on the assumption that there is no flaking or peeling Lead Paint on the property.
Comments: The appraiser is not an expert in the field of determining the existence of lead paint and therefore makes no warranty as to its
existence on the subject property.
AIR POLLUTION
There are no apparent signs of air pollution at the time of the appraiser's viewing of the subject property, nor were any reported (except as reported in Comments, below). The only way to be certain that the air is free of pollution is to have it tested.
The opinion of value is based on the assumption that the property is free of air pollution.
Comments: The appraiser is not an expert in the field of air quality and/or pollution and therefore makes no warranty as to any that may
exist relative to the subject property.
METLANDS/TLOOD DIANG
WETLANDS/FLOOD PLAINS The site does not contain any apparent wetlands/flood plains (except as stated in Comments, below). The only way to be certain that the site is free of wetlands/
flood plains is to have it inspected by a qualified environmental professional.
The opinion of value is based on the assumption that there are no Wetlands/Flood Plains on the property (except as stated in Comments, below). Comments: The appraises is not an except in the field of determining the except as stated in Comments and American States and American States are not as a stated in Comments.
The appraiser is not an expert in the field of determining the existence of wetlands and/or flood prone areas and therefore makes no warranty as to their existence.
MISCELLANEOUS ENVIRONMENTAL HAZARDS
There are no other <u>apparent</u> hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below: Excess noise
Radiation and/or electromagnetic radiation
Light pollution Waste heat
Acid mine drainage
Agricultural pollution
Geological hazards
Nearby hazardous property
Infectious medical wastes
Pesticides Other (chemical storage, drums, pipelines, etc.)
The second during a sturing, popularity, site j
The opinion of value is based on the assumption that, except as reported above, there are no other environmental hazards that would negatively affect the value of

When any of the environmental assumptions made in this addendum are not correct, the opinion of value in this appraisal may be affected.

Bottwere Taylor Country Board of Country Commissioners Country Road 14 Alton Werthworth Parkway Taylor Country Road 14 Alton Werthworth Parkway Country Road 14 Alton Werthworth Parkway Country Road 14 Alton Werthworth Parkway Bass Ft. 75 606 32347 Lender/Clent Taylor Country Board of Country Commissioners APPRAISAL AND REPORT IDENTIFICATION This Appraisal Report is page the following types: Set Contained (A written report prepared under Standards Rule 2-2(g) : pursuant to the Scope of Work, as disclosed elsewhere in this report. Summary (A written report prepared under Standards Rule 2-2(g) : pursuant to the Scope of Work, as disclosed elsewhere in this report. Restricted Use (A written report prepared under Standards Rule 2-2(g) : pursuant to the Scope of Work, as disclosed elsewhere in this report. Comments on Standards Rule 2-3 Loutify that, to the best of my knowledge and belief: The statements of fact contained in this report as rule and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions are initiated only by the reported reported professional interest with respect to the profess involved. - Unless otherwise indicated, there are presented as services, as an apposite or or may other capacity, regarding the property that is the subject of this report or the pursuant of the value points in the statement or a stylendard report or the pursuant or apported predetermined results. - Ney engagement in this assignment was not conflicted upon developing or reporting predetermined results. - Ney engagement in this assignment was not conflicted upon the development or sporting of a predetermined value or directly related to the introduction of the subject of this report in t
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Note any USPAP-related issues requiring disclosure and any state mandated requirements:
Note any USPAP-related issues requiring disclosure and any state mandated requirements:
"The appraisal was prepared in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice"
"The appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended (12 U.S. C 3331 et seq) and any implementing regulations."
Act of 1000, de dimension (12 cost of
II
APPRAISER: SUPERVISORY APPRAISER (only if required):
APPRAISER: SUPERVISORY APPRAISER (only if required):
Jem B. Marsh
Signature: Signature:
Signature: Name: Jim B. Marsh Signature: Name:
Signature: Name: Jim B. Marsh Designation: Date Signed: 05/23/2023 Signature: Name:
Signature: Name:
Signature: Signature:
Signature: Signature: Signature: Name:

Î

Effective Data of Appraisal:

05/11/2023

Subject Photo Page

Borrower	Taylor County Board of County Commissioners				41	
Property Address	County Road 14 Alton Wentworth Parkway					
City	Perry County	Taylor	State	FL	Zip Code	32347
Lender/Client	Taylor County Board of County Commissioners					



Subject Site

County Road 14 Alton Wentworth Parkway
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms Total Bathrooms Location

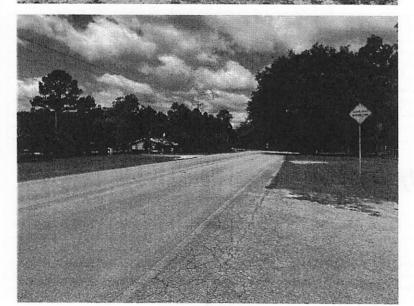
Rural .262 ac 10.62 ac View Site Quality

Age









Comparable Photo Page

Borrower	Taylor County Board of County Commissioners					
Property Address	County Road 14 Alton Wentworth Parkway					
City	Perry County	Taylor	State	FL	Zip Code	32347
Lender/Client	Taylor County Board of County Commissioners					



Comparable 1

E Leon St Prox. to Subject Sale Price

12.10 miles S 3,500

Gross Living Area

Total Rooms Total Bedrooms

Total Bathrooms Location

Suburban

View Site

.25 ac 7 sf

Quality Age

Comparable 2

E Leon St

Prox. to Subject Sale Price

12.10 miles S 3,500

Gross Living Area

Total Rooms Total Bedrooms

Total Bathrooms

Location View

Suburban .25 ac 8.05 ac

Site Quality

Age



Comparable 3

18.18 miles NE

SE Bennett St

Prox. to Subject

Sale Price

10,000

Gross Living Area Total Rooms Total Bedrooms

Total Bathrooms

Location

Suburban View .23 ac

Site

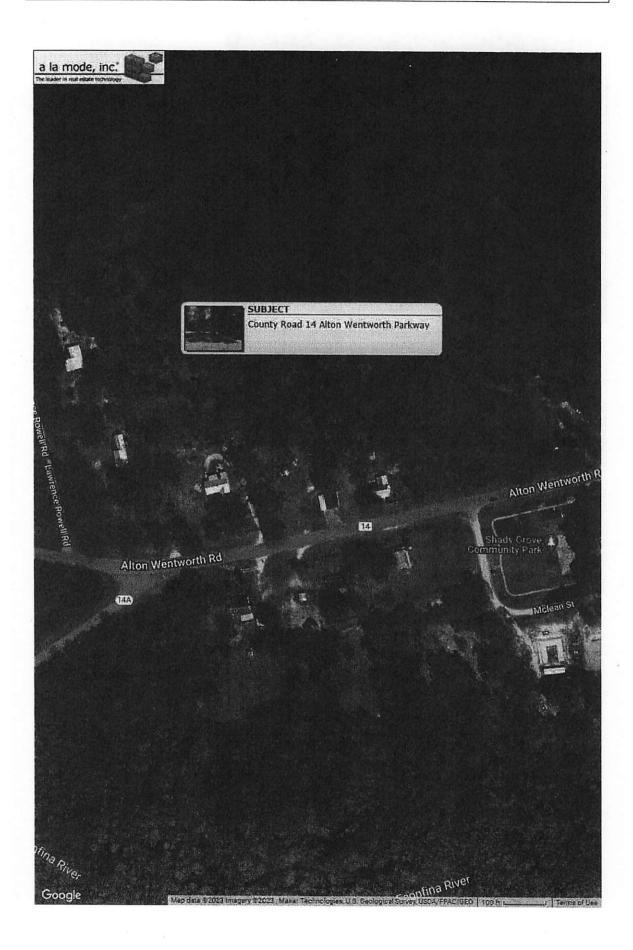
5 sf

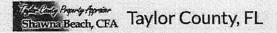
Quality

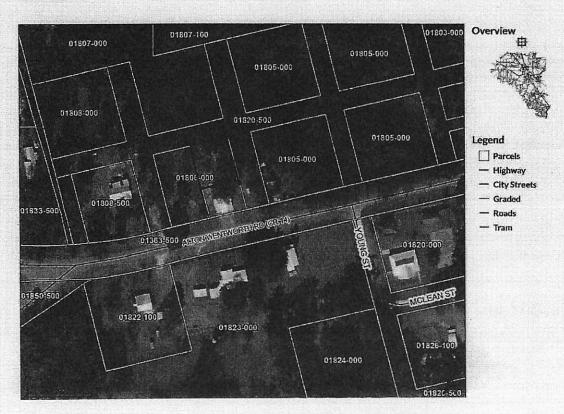
Age

Location Map

Borrower	Taylor County Board of County Commissioners	77.					
Property Address	County Road 14 Alton Wentworth Parkway						
City	Perry County	Tayl	lor State	е	FL	Zip Code	32347
Lender/Client	Taylor County Board of County Commissioners						







Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER: RD1080

EXPIRATION DATE: NOVEMBER 30, 2024

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MARSH, JIM B 3926 MONTEREY PINES TRAIL TALLAHASSEE FL 32309



ISSUED: 09/15/2022

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RD1080

ISSUED: 09/15/2022 CERTIFIED RESIDENTIAL APPRAISER

MARSH, JIM B

LICENSED UNDER CHAPTER 475, FLORIDA STATUTES

EXPIRATION DATE: NOVEMBER 30, 2024

CERTIFICATE DOES NOT AFFIRMATI BELOW: THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A) INFORTANT: If the partificate holder IT SUBROGATION IS WANTED, surject this certificate does not confer rights to	D THE	CERTIFICATE HOLDER. ODITIONAL INSURED. #	s policy of the po suctions	ios) must tu icy; cortain orsement(s	rre ADDITIO policies may	NAL INCLURED novelein	
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COVERAGES CER	TIFICAT	E NUMBER:			- Carrier	REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICE ROPLATED. NOTWITHSTANDING ANY R CENTIFICATE WAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN	ENT. TERM OR CONDITI THE INSURANCE AFFO	ON OF A RDED BY	NY CONTRA THE POLIC	ES DESCRI	RED NAMED ABOVE FOR 1 DOCUMENT WITH RESPI SED HEREIN IS SUBJECT	HE POLIDY PERIO ECT TO WHICH TH TO ALL THE TERM
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CERTIFICATE HOLDER			CAN	ELLATION			

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INVOICE FROM: Marsh Appraisal Service 23086 3926 Monterey Pines Trl DATES Tallahassee, FL 32309-6337 Invoice Date: 05/18/2023 (850) 878-0009 Fax Number: (850) 907-0008 Upon Receipt TO: Internal Order #: Marsha Durden Lender Case #: Taylor County Board of County Commissioners Client File #: 201 E. Green Street FHA/VA Case #: Perry, FL 32347 Main File # on form: 23086 Other File # on form: E-Mail: Federal Tax ID: Telephone Number: Fax Number: 22-3956142 Employer ID: Alternate Number: DESCRIPTION Lender: Client: Taylor County Board of County Commissioners Purchaser/Borrower: Taylor County Board of County Commissioners Property Address: County Road 14 Alton Wentworth Parkway City: Perry County: Taylor FL Zip: 32347 Legal Description: Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .261 acres MOL FEES AMOUNT Appraisal services in connection with the above referenced real property 300.00 SUBTOTAL 300.00 **PAYMENTS** AMOUNT Check #: Date: Description: Check #: Date: Description: Check #: Date: Description: SUBTOTAL TOTAL DUE 300.00

APPRAISAL OF REAL PROPERTY

LOCATED AT

County Road 14 Alton Wentworth Parkway
Perry, FL 32347
Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .262 acres MOL

FOR

Taylor County Board of County Commissioners 201 E. Green Street Perry, FL 32347

OPINION OF VALUE

\$5,700

AS OF

05/11/2023

BY

Jim B. Marsh Marsh Appraisal Service 3926 Monterey Pines Trl Tallahassee, FL 32309-6337 850-545-7493 jimmarsh13@gmail.com

Client	Taylor County Board of County Commis	sioners			File No.	23085	
Property Address	County Road 14 Alton Wentworth Parky	vay					-
City	Perry	County	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Commis	sioners					

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Comparable Sales Map	13
icense	14
rrors and Ommisions	15

SUMMARY OF SALIENT FEATURES

	Subject Address	County Road 14 Alton Wentworth Parkway
	Legal Description	Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .262 acres
Ŧ	City	Perry
ALLEGET REGILL AREID	County	Taylor
EC. 178	State	FL
P	Zip Code	32347
	Census Tract	9502.01
	Map Reference	USCensTractBNA
SALEPERO	Sale Price	
3	Date of Sale	
	Client	Taylor County Board of County Commissioners
CORES		Taylor County Board of County Commissioners
	Client	Taylor County Board or County Commissioners
	Size (Square Feet)	·
	Price per Square Foot	
SERE	Location	Rural
ELPE JOSE	Age	
304104	Condition	
DESCRIPTION OF HAPPENED BUTTER	Total Rooms	
	Bedrooms	
	Baths	
aPloable.	Appraiser	Jim B. Marsh
leta*	Date of Appraised Value	05/11/2023
VALUE	Opinion of Value	\$ 5,700

LAND APPRAISAL REPORT

Вогтомег Taylor County Board of County Commissioner Census Tract 9502.01 Map Reference **USCensTractBNA** Property Address County Road 14 Alton Wentworth Parkway City Perry County Taylor State FL Zip Code 32347 Legal Description Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .262 acres MOL Date of Sale yrs. Property Rights Appraised Sale Price \$ Loan Term Leasehold De Minimis PUD Actual Real Estate Taxes \$ 540 (yr) Loan charges to be paid by seller \$ Other sales concessions Lender/Client Address 201 E. Green Street, Perry, FK 32347 Taylor County Board of County Commissioners Instructions to Appraiser Jim B. Marsh Estimate Market Value Urban Suburban Location X Rural Good Fair Poor 25% to 75% Built Up Over 75% Under 25% **Employment Stability** Slow Steady Growth Rate Fully Dev. Rapid Convenience to Employment Property Values Increasing Stable , Declining Convenience to Shopping Shortage In Balance Demand/Supply Oversupply Convenience to Schools Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos. Adequacy of Public Transportation 40 % One-Unit Present % 2-4 Unit % Ants. % Condo % Commercial % One-Unit % 2~ 01... % Industrial 60 % Vacant Land Use % Adequacy of Utilities Change in Present Not Likely Likely (*) Taking Place (*) Property Compatibility Land Use Protection from Detrimental Conditions Predominant Occupancy Winer Owner Tenant Predominant Value \$ General Appearance of Properties 250 80 yrs. Predominant Age One-Unit Age Range 1 yrs. to Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) Subject property is located in northern Taylor County at the community of Shady Grove This particular area is sparsley populated with single family homes, manufactured homes and vacant land tracts of varying sizes. There are no adverse conditions affecting the property and adequate vehicular access is available. *The other 60% noted above under present land use is vacant land. Dimensions Survey Needed For Exact Dimen Present Improvements Zoning Classification Rural Other (specify) Rural homesite

OFF SITE IMPROVEMENTS Highest and Best Use Present Use Level Elec. Street Access Public Private Size None Typical for the market Surface Public
Maintenance Public Gas Bottled Propane Shape Rectangle Water View Private Wel Residential Storm Sewer
Sidewalk Curb/Gutter Drainage Septic Tank Appears Adequate Street Lights Underground Elect. & Tel. Is the property located in a FEMA Special Flood Hazard Area? Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) Boundary survey was not provided therefore flood data obtained from FEMA flood map and dimensions/acreage obtained from county records. Site is typical in all respects with no apparent adverse easements or encroachments affecting the site. The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject. COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3 Address County Road 14 Alton Wentworth E Leon St E Leon St Perry, FL 32347 Perry, FL 32347 Madison, FL 32340 Proximity to Subject 12.10 miles S 12.10 miles S 18.18 miles NE Sales Price 3,500 3,500 10,000 Price \$/Acre 14,000 14,000 43,478 Data Source(s) PubRec;Inspection CATRS#308962 CATRS#308963 CATRS#344935 ITEM DESCRIPTION +()\$ Adjust. ++)\$ Adjust. DESCRIPTION Date of Sale/Time Adj. 12/19/2022 0 12/19/2022 0 07/01/2022 Location Rural Suburban 0 Suburban Rural Site/View 25 ac .25 ac .262 ac .23 ac Add Features None None Sales or Financing ArmLth ArmLth ArmLth Concessions Net Adj. (Total) - \$ Indicated Value Net 0.0 Net 0.0 % Net 0.0 of Subject Gross 0.0 3,500 Gross 0.0 3,500 Gross 0.0 10,000 Comments on Market Data The 3 sales included in this evaluation provide a reasonable value indication for the subject as all are simlar in size, location, topograghy, ingress/egress Comments and Conditions of Appraisal No warranties are implied by statements made within this Appraisal Report. Final Reconciliation

The 3 comparable sales were closed/verified transactions and as adjusted provide a reasonable value indication for the subject. All 3 sales warrant consideration in the final value estimate, therefore the sales were weighted as follows: Comp 1-33.33%, Comp 2-33.33%, Comp 3-33.33%, Comp 3-33.33%, With the final estimate of \$3.700. 2-33.33%, Comp 3-33-33 I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF TO BE \$ Appraiser Jim B. Marsh Supervisory Appraiser (if applicable) Date of Signature and Report U 05/23/2023 Date of Signature Title State Certification # ST State Certification # ST Cert Res RD1080 ST Or State License # ST Expiration Date of State Certification or License Expiration Date of State Certification or License 11/30/2024 Date of Inspection (if applicable) Did Did Not Inspect Property Date of Inspection 05/11/2023

ENVIRONMENTAL ADDENDUM

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

were made about any observed evidence of any hazardous substances and/or detrimental environmental conditions. The appraiser is not an expert environmental inspector and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety or value of t			File # 23085
Design Taylor County Source of County Commissioners **Agazzatia defined and which a visible, obvious, related or malfilled to be appealed.** This foreignmental Advancam is for use with any set cause appeals. Only the statement which have been marked by the appealed apply to the deplet property. This foreignmental Advancam is for use with any set cause appeals. Only the statement which have been marked by the appealed apply to the deplet property. This deviation reports the enable of the property deviation of the county of any foreign and the statement which have been marked by the supposed apply to the deviation of the statement which have been marked by the supposed apply to the deviation of the statement			
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Drieting water is supplied to the subject from a municipal water supply which is considered safe. However, the only way to be absolutely certain that the water meets upoblished standards so to have it shed at all discharge points. The opinion of mind mind water from its source, the pipes, at all discharge points. Let all on gift into drieting water from its source, the pipes, at all discharge points. The opinion of water is based on the surrigion that the the is an extension point and the surrigion of the su	were made abou and therefore mig property. It is	nt any observed evidence of any hazardous substances and/or detrimental environmental c pht be unaware of existing hazardous substances and/or detrimental environmental conditions v is possible that tests and inspections made by a qualified environmental inspector wo	onditions. The appraiser is not an expert environmental inspector which may have a negative effect on the safety or value of the
published standards to a have it tested at all discharge points. Oncision water's supplied by a wild or other non-minicipal source. It is recommended that tests be made to be certain that the properly is supplied with adequate directioning water. Lest one get thind phrising water from its source, the pipes, at all discharge points, surmoring and an acceptable lead level to it have it tested at all discharge points. The appraiser is not an expect in thin the field of determining the existence of hazardous substances and/or detrimental environmental conditions and makes no warranty in regards to the quality and/or quantity of potable water on the site. SEWER SYSTEM Sewaps is removed from the property by a municipal sever system. Sewaps is removed from the property by a municipal sever system. Sewaps is removed from the property by a municipal sever system. Sewaps is removed from the property by a municipal sever system. Sewaps is removed from the property by a municipal sever system. Sewaps is removed from the property by a municipal sever system. Sewaps is removed from the property by a municipal sever system. The appraiser is not an expect in the field of of sanitary waste disposal system is adequate and in good pool working condition is to have it issues unique in that he sweeps is disposed of by a municipal server or an adequate property permitted alternate surface in a post or section of the sanitary or section is a substance of the sanitary or section is a substance or section in the surface of the sanitary or section is a substance or section in the surface or section is a substance or section in the surface of the sanitary and section is a substance or section in the surface or section is a substance or section in the surface or section is a substance or section in the surface or section is a substance or section in the surface or section is a substance or section in the surface or section is a substance or section in the surface or section is a substance or section or section is a substance o		DRINKING WATER	and the same construction of the same construc
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There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as stated in Comments, below). There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below). The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.	makes no wa	arranty in regards to its existence on the site.	
There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as stated in Comments, below). There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below). The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.			
There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as stated in Comments, below). There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below). The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.		PCRe IDAL VOLI ADINIATO DIDUCINA	9
There was no <u>apparent</u> visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below). The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.	V		
as reported in Comments below). The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.			
The opinion of value is based on the assumption that there are no uncontained PCBs on or nearby the property.			ere on the property (except
	_ contractor		
The appraiser is not an expert in the held of determining the existence of 1 ob determination and therefore makes no warranty			CB determination and therefore makes no warranty
in regards to its existence of it on the site.	-		ob determination and therefore makes no warranty
RADON.			
X The appraiser is not aware of any radon tests made on the subject property within the past 12 months (except as stated in Comments, below).			below).
The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of radion or radium.			
The appraiser is not aware of any nearby properties (except as stated in Comments, below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.			n, thorium or radium extraction
or prospinate processing. The opinion of value is based on the assumption that the Radon level is at or below EPA recommended levels.	1700 4100 000000000000000000000000000000	• ************************************	
			don and therefore makes as warrants as to the
Comments: The appraiser is not an expert in the field of determining the existence of radon and therefore makes no warranty as to the existence of it on the subject property.			don and therefore makes no warranty as to the

There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
The opinion of value is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and seaked.
Comments: The appraiser is not an expert in the field of determining the existence of UST's and therefore makes no warranty as to their
existence on the subject property
NEARBY HAZARDOUS WASTE SITES
There are no apparent hazardous waste sites on the subject property or nearby the subject property (except as stated in Comments, below). Hazardous Waste Site
search by a trained environmental engineer may determine that there is one or more hazardous waste sites on or in the area of the subject property.
The opinion of value is based on the assumption that there are no hazardous waste sites on or nearby the subject property that negatively affect the value or safety of the property.
Comments: The appraiser is not an expert in the field of determining the existence of hazardous substances and/or detrimental environmental conditions.
UREA FORMALDEHYDE INSULATION (UFFI)
All or part of the improvements were constructed before 1982 when urea foam insulation was a common building material. The only way to be certain that the property is free of urea formaldehyde is to have it inspected by a qualified urea formaldehyde inspector.
The improvements were constructed after 1982. No apparent urea formaldehyde materials were observed (except as stated in Comments, below).
The opinion of value is based on the assumption that there is no significant UFFI insulation or other urea formaldehyde material on the property.
Comments: The appraiser is not an expert in the field of determining the existence of UFFI and therefore makes no warranty as to its existence on the subject property.
LEAD BASED PAINT
All or part of the improvements were constructed before 1978 when lead based paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as stated in Comments, below). The only way to be certain that
the property is free of surface or subsurface lead based paint is to have it inspected by a qualified inspector.
The improvements were constructed after 1978. No apparent Lead Paint was observed (except as stated in Comments, below).
The opinion of value is based on the assumption that there is no flaking or peeling Lead Paint on the property.
Comments: The appraiser is not an expert in the field of determining the existence of lead paint and therefore makes no warranty as to its
existence on the subject property.
AIR POLLUTION STATE OF THE PROPERTY OF THE PRO
There are no apparent signs of air pollution at the time of the appraiser's viewing of the subject property, nor were any reported (except as reported in Comments, below). The only way to be certain that the air is free of pollution is to have it tested.
The opinion of value is based on the assumption that the property is free of air pollution.
Comments: The appraiser is not an expert in the field of air quality and/or pollution and therefore makes no warranty as to any that may
exist relative to the subject property.
WETLANDS/FLOOD PLAINS The site does not contain any apparent wetlands/fbod plains (except as stated in Comments, below). The only way to be certain that the site is free of wetlands/
The site does not contain any apparent wetlands/food plains (except as stated in Comments, below). The only way to be certain that the site is free of wetlands/flood plains is to have it inspected by a qualified environmental professional.
The opinion of value is based on the assumption that there are no Wetlands/Flood Plains on the property (except as stated in Comments, below).
Comments: The appraiser is not an expert in the field of determining the existence of wetlands and/or flood prone areas and therefore
makes no warranty as to their existence.
MISCELLANEOUS ENVIRONMENTAL HAZARDS
There are no other apparent hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below: Excess noise
Radiation and/or electromagnetic radiation
Light pollution Waste heat
Waste neat Acid mine drainage
Agricultural pollution
Geological hazards Meadby hazardous groperty
Nearby hazardous property Infectious medical wastes
Pesticides
Other (chemical storage, drums, pipelines, etc.)
The opinion of value is based on the assumption that, except as reported above, there are no other environmental hazards that would negatively affect the value of the subject property.
When any of the environmental assumptions made in this addendum are not correct, the opinion of value in this appraisal may be affected.

03/10

lent Taylor County Board of County Co	mmissioners	Fib No. 23085
perty Address County Road 14 Alton Wentworth I	Parkway County Taylor	State FL Zip Code 32347
Perry Taylor County Board of County County County Board of County Board of County County Board of County County County Board of County County Board of County	- 10)101	7 J J J J J J J J J J J J J J J J J J J
APPRAISAL AND REPORT IDEN	TIFICATION	
This Appraisal Report is one of the following types:		
Self Contained (A written report prepared under	Standards Rule 2-2(a) , pursuant to the Sc	ope of Work, as disclosed elsewhere in this report.)
Summary (A written report prepared under	· •	ope of Work, as disclosed elsewhere in this report.)
Restricted Use (A written report prepared under	Standards Rule 2-2(c) pursuant to the Sc	ope of Work, as disclosed elsewhere in this report,
restricted to the stated intended	I use by the specified client or intended user.)	
analyses, opinions, and conclusions. Unless otherwise indicated, I have no present or prospective. Unless otherwise indicated, I have performed no services, a period immediately preceding acceptance of this assignment. I have no bias with respect to the property that is the subject. My engagement in this assignment was not contingent upo	correct. d only by the reported assumptions and limiting condition interest in the property that is the subject of this report is an appraiser or in any other capacity, regarding the pict of this report or the parties involved with this assignment of the properties of a predetermined results. Interest in the development or reporting of a predetermined upon the development or reporting of a predetermined upon the development or reporting of a predetermined upon the development or a subsequent event of this report has been prepared, in conformity with the tion of the property that is the subject of this report. property appraisal assistance to the person(s) signing the interest of the person(s) signing the stated elsewhere in this report).	ment. Immined value or direction in value that favors the cause of the directly related to the intended use of this appraisal. Uniform Standards of Professional Appraisal Practice that this certification (if there are exceptions, the name of each
Comments on Appraisal and R Note any USPAP-related issues requiring di "The appraisal was prepared in accordance with "The appraisal was prepared in accordance with Act of 1989, as amended (12 U.S. C 3331 et ser	sclosure and any state mandated require the requirements of the Uniform Standards the requirements of Title XI of the Financial	
		<u> </u>
		· · · · · · · · · · · · · · · · · · ·
-		
APPRAISER: Jam B. 9	Nawk	PPRAISER (only if required):
Signature:	Signature:	
Name: Jim B. Marsh	Name: Designation:	
Designation: Data Signed: 05/23/2023	Oate Signation:	
State Certification #: Cert Res RD1080	State Certification #:	
or State License #:	or State License #: State:	
State: FL Expiration Date of Certification or License: 11/30/2024	State: Expiration Date of Certific	cation or License:
11/30/2024		spection of Subject Property:
Effective Date of Appraisal: 05/11/2023	Did Not	Exterior-only from street Interior and Exterior

;

Subject Photo Page

Client	Taylor County Board of County Commissione	rs					
Property Address	County Road 14 Alton Wentworth Parkway						
City	Perry	ounty	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Commissions	rs					



Subject Site

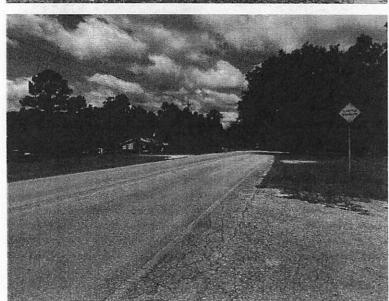
County Road 14 Alton Wentworth Parkway
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location

Location

Rural .262 ac 10.62 ac View

Site Quality Age

Street Scene



Comparable Photo Page

Client	Taylor County Board of County Commissioners					
Property Address	County Road 14 Alton Wentworth Parkway					
City	Perry County	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Commissioners					



Comparable 1

E Leon St

Prox. to Subject

12.10 miles S 3,500

Sale Price Gross Living Area

Total Rooms Total Bedrooms

Total Bathrooms

Location

Suburban

View Site

.25 ac 7 sf

Quality Age

Comparable 2

E Leon St

Prox. to Subject 12.10 miles S 3,500

Sale Price Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location View

Suburban .25 ac

Site

8.05 ac

Quality



Comparable 3

SE Bennett St

Prox. to Subject

18.18 miles NE 10,000

Sale Price Gross Living Area

Total Rooms Total Bedrooms Total Bathrooms

Location View

.23 ac 5 sf

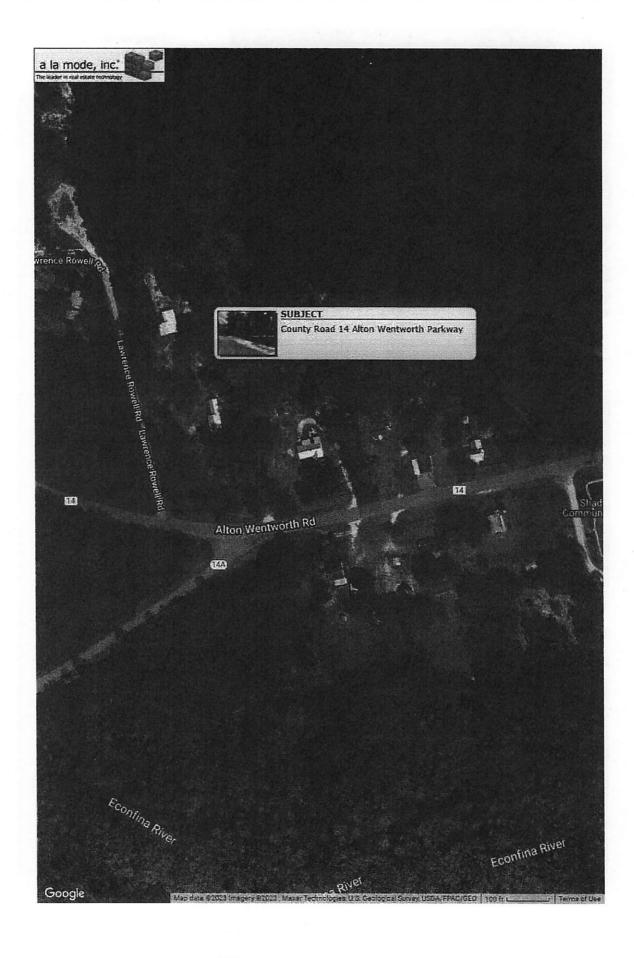
Rural

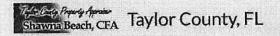
Site Quality

Age

Location Map

Client	Taylor County Board of County Commission	ners					Sill Language
Property Address	County Road 14 Alton Wentworth Parkway						E
City	Perry	County	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Commission	ners					

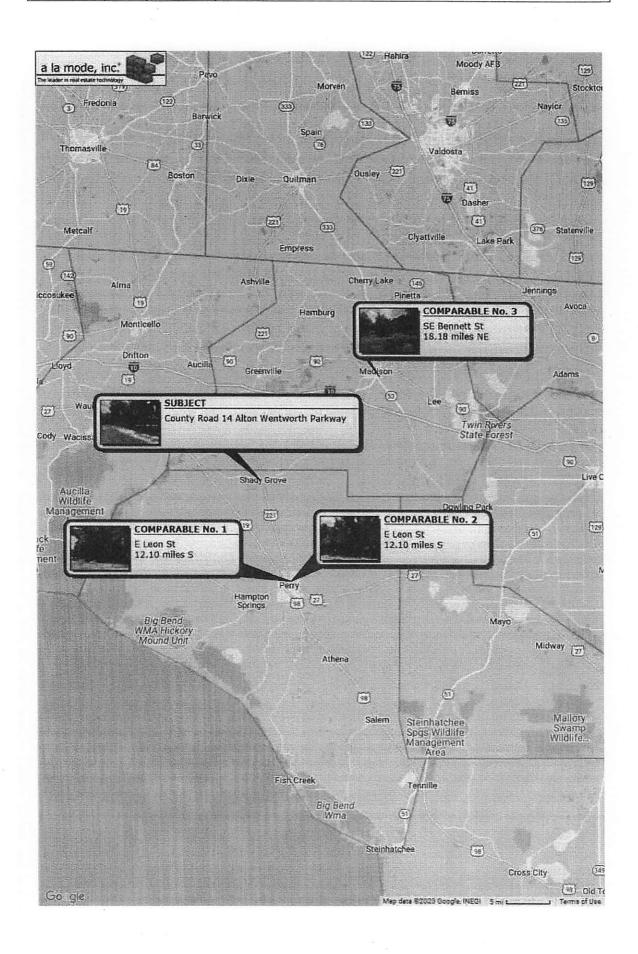






Comparable Sales Map

Client	Taylor County Board of County Commissioners						
Property Address	County Road 14 Alton Wentworth Parkway					*	
City	Perry Cour	ity	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Commissioners			ž.			



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER: RD1080

EXPIRATION DATE: NOVEMBER 30, 2024

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MARSH, JIM B 3926 MONTEREY PINES TRAIL TALLAHASSEE FL 32309



ISSUED: 09/15/2022

Always verify licenses online at MyFloridaLicense.com Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ISSUED: 09/15/2022

CERTIFIED RESIDENTIAL APPRAISER MARSH, JIM B

EXPIRATION DATE: NOVEMBER 30, 2024

CERTIFICATE OI	THE COLUMN TWO STREET			EROLDER THIS
BELOW: THIS CENTIFICATE OF INSURANCE DOES NOT CO REPESSENTATIVE OF PRODUCER, AND THE SENDIFICATE HOL	MEND EXIEND OR ALL MEND EXIEND O	TER THE C	OVERAGE AFFORDED E THE ISSUING INSURER(Y THE POLICIES S), AUTHORIZED
IMPORTANT: If the contribute holder is an ADDITIONAL INSURING SUBROGATION IS WANTED, subject to the forms and conditions certificate does not confer rights to the certificate holder in the	Tris policyles must	iste ADDITIO	NAL (NSURED provision y poquiro en andore iment	or be endorsed. A statement on
RODUCUS) BIT BECON Algency, Inc. OSE Office Box 12055 Allehassee, FL 32317	201/201 Livron 201-10, Ed. (850)	Bacon 878-2121 2		150) 878-21 28
	aguerra, Conti		HURIS COVERAGE	MAICE
Stinen Marsk Appraisat Service 3920 Monterey Price Trail Tulishasseo, FL 32409	ASSECTION ASSECT			
OVERAGES CENTIFICATE NUMBER:	READERT N		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED P REPEATED. NOTWITHSTANDING ANY RECITIVE TERM OR CO CENTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE EXCLUSIONS AND CONDITIONS OF SICK PORTIFIES SHOWN AND CONDITIONS OF SICK PORTIFIES SHOW	RETOR HAVE BEEN (SQUE) MEDITOR OF ANY CONTRA PETERBED BY THE POLI	TO THE PAST BUT OR OTHE TES DESCRI	RED NAMED ABOVE FOR THE RESPONSITE OF THE RESPON	E POLICY PERIOD TO WHICH THE DALL THE TERMS
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MY PROSTUTOR VALUE DECUTIVE THE N/A			EAL EACH ACCIDENT	£
9 yes, describe under DESCRIPTION OF OPERATIONS below			EL DISEASE - EA EMPLOYEE	
A Professional Liability RFB59227531022	2/1/2023	2/1/2024	PROF LIAB	1,000,0
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD-101, Additional Remark	a Schedille, may be altisched If m	re space is requ	irés)	<u></u>
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ERTIFICATE HOLDER	CANCELLATION			
	SHOULD ANY OF THE EXPIRATE ACCORDANCE V	THE ABOVE IN DATE TO THE THE POLI	DESCRIBED POLICIES BE CA HEREOF, NOTICE WILL B CY PROVISIONS.	NCELLED BEFORE E DELIVERED IN
	AUTHORIZED REPRES			
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INVOICE FROM: Marsh Appraisal Service 23085 3926 Monterey Pines Trl Tallahassee, FL 32309-6337 05/18/2023 Fax Number: Due Date: Telephone Number: (850) 878-0009 (850) 907-0008 Upon Receipt REFERENCE Internal Order #: Lender Case #: Marsha Durden Taylor County Board of County Commissioners Client File #: 201 E. Green Street FHA/VA Case #: Perry, FL 32347 Main File # on form: 23085 Other File # on form: E-Mail: Federal Tax ID: 22-3956142 Telephone Number: Fax Number: Employer ID: Alternate Number: DESCRIPTION Client: Lender: Taylor County Board of County Commissioners Taylor County Board of County Commissioners Purchaser/Borrower: Taylor County Board of County Commissioners Property Address: County Road 14 Alton Wentworth Parkway City: Perry County: Taylor FL 32347 Legal Description: Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .262 acres MOL FEES AMOUNT Appraisal services in connection with the above referenced real property 300.00 SUBTOTAL 300.00 **PAYMENTS** AMOUNT Check #: Date: Description: Date: Check #: Description: Check #: Date: Description:

SUBTOTAL

TOTAL DUE

0.00

300.00

APPRAISAL OF REAL PROPERTY

LOCATED AT

Alton Wentworth Parkway
Perry, FL 32347
Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .44 acres MOL

FOR

Taylor County Board of County Commissioners 201 E. Green Street Perry, FL 32347

OPINION OF VALUE

\$10,500

AS OF

06/19/2023

BY

Jim B. Marsh Marsh Appraisal Service 3926 Monterey Pines Trl Tallahassee, FL 32309-6337 850-545-7493 jimmarsh13@gmail.com

Client	Taylor County Board of County Co	mmissioners			File No.	23137	
Property Address	Alton Wentworth Parkway						
City	Perry	County	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Co	mmissioners					

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SUMMARY OF SALIENT FEATURES

	Subject Address	Alton Wentworth Parkway
	Legal Description	Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .44 acres
- TE	' Cay	Репу
SOST BEOKLANDS	County	Taylor
36 CT 108	State	FL
State	Zip Code	32347
	Census Tract	9502.01
	Map Reference	USCensTractBNA
Pilet	Sale Price	s
Dildystes	Date of Sale	
111	Client	Taylor County Board of County Commissioners
CLESS	Client	Taylor County Board of County Commissioners
	Size (Square Feet)	
	Price per Square Foot	\$
ELSCAPION DE LABONTLEMS	Location	Rural
1,18%)/[Age	
#e1#6#	Condition	
DI STEAF	Total Rooms	
	Bedrooms	
	Baths	
338	Appraiser	Jim B. Marsh
APPASEE.	Date of Appraised Value	06/19/2023
ξį	Opinion of Makin	t 40 500
VALUE	Opinion of Value	\$ 10,500

~ 'y

LAND APPRAISAL REPORT 23137 Taylor County Board of County Commissioner Census Tract 9502.01 Map Reference USCensTractBNA Property Address Alton Wentworth Parkway Zip Code City Perry County Taylor State FL 32347 Legal Description Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .44 acres MOL yrs. Property Rights Appraised Fee Leasehold De Minimis PUD (yr) Loan charges to be paid by seller \$ Other sales concessions Actual Real Estate Taxes \$ Address 201 E. Green Street, Perry, FK 32347 Lender/Client Taylor County Board of County Commissioners Instructions to Appraiser Occupant Vacant Appraiser Jim B. Marsh Estimate Market Value Urban Suburban Rural Good Avg. Fair Poor Location 25% to 75% Over 75% Built Up Under 25% **Employment Stability** Slow Rapid Steady Fully Dev. Convenience to Employment Growth Rate Increasing
Shortage Stable Declining Convenience to Shopping **Property Values** In Balance Oversupply Convenience to Schools XXXXXX Demand/Supply 4-6 Mos. Over 6 Mos. Under 3 Mos. Adequacy of Public Transportation 40 % One-Unit % 2-4 Unit % Commercial % Apts. % Condo Present Recreational Facilities % Industrial Land Use 60 % Vacant % Likely (*) Taking Place (*) Property Compatibility Not Likely Change in Present Land Use (*) From Protection from Detrimental Conditions Dwner Dwner Tenant Police and Fire Protection Predominant Occupancy \$ 50 to \$ 250 Predominant Value \$ 1 yrs. to 80 yrs. Predominant Age One-Unit Price Range 150 General Appearance of Properties Appeal to Market One-Unit Age Range Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) Subject property is located in northern Taylor County at the community of Shady Grove This particular area is sparsley populated with single family homes, manufactured homes and vacant land tracts of varying sizes. There are are no adverse conditions affecting the property and adequate vehicular access is available *The other 60% noted above under present land use is vacant land. Comer Lot Survey Needed For Exact Dimensions .44 ac Corner Lot

S Do Not Conform to Zoning Regulations Zoning Classification Present Improvements Rural Other (specify) Rural homesite

OFF SITE IMPROVEMENTS Present Use Highest and Best Use Other (Describe) Public Level Street Access Public Private Elec. None

Bottled Propane

Maintenance

Public

Private

Private Size Typical for the market Gas Rectangle View Water Residential Storm Sewer
Sidewalk Curb/Gutter Drainage Appears Adequate San, Sewer Septic Tank Street Lights Is the property located in a FEMA Special Flood Hazard Area? Underground Elect, & Tel. Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) Boundary survey was not provided therefore flood data obtained from FEMA flood map and dimensions/acreage obtained from county records. Site is typical in all respects with no apparent adverse easements or encroachments affecting the site. The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (--) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject. COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3 SUBJECT PROPERTY Address Alton Wentworth Parkway E Leon St E Leon St SE Bennett St Perry, FL 32347 Madison, FL 32340 Perry, FL 32347 18.17 miles NE 12.09 miles S Proximity to Subject 12.09 miles S 3,500 3,500 10,000 Price \$/Acre 43,478 CATRS#308963 Data Source(s) CATRS#344935 CATRS#308962 PubRec;Inspection +()\$ Adjust +()\$ Adjust. DESCRIPTION ITEM DESCRIPTION DESCRIPTION Date of Sale/Time Adj 0 12/19/2022 12/19/2022 0 07/01/2022 Location Suburban 0 Suburban Rural Rural Site/View +2,650 .23 ac +9,130 .25 ac +2,650 .25 ac .44 ac None Add Features None None Sales or Financing ArmLth ArmLth Arml th ArmLth Concessions **X**+ 2,650 🔀 + 2,650 🔀 + Net Adj. (Total) Indicated Value of Subject 6.150 6,150 The 3 sales included in this evaluation provide a reasonable value indication for the subject as all are simlar in size, Comments on Market Data location, topograghy, ingress/egress No warranties are implied by statements made within this Appraisal Report. Comments and Conditions of Appraisal Final Reconciliation Trie 3 comparable sales were closed/verified transactions and as adjusted provide a reasonable value indication for the subject. All 3 sales warrant considerator in the final value estimate, therefore the sales were weighted as follows: Comp 1-33.33%, Comp 2-33.33%, Comp 3-33.33%, Goomp 3-33.33%, With the final estimate of \$10.500 VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF (WE) ESTIMATE THE MAR 06/19/2023 Supervisory Appraiser (if applicable) Appraiser Jim B. Man Date of Signature Date of Signature and Report 06/20/2023 ST FL ST State Certification # Cert Res RD1080 ST ____ ST Or State License #

Expiration Date of State Certification or License

Did Did Not Inspect Property Date of Inspection

Or State License #

Expiration Date of State Certification or License

Date of Inspection (if applicable)

11/30/2024

06/19/2023

ENVIRONMENTAL ADDENDUM

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

10 a		-11/16/2-10	File # 23137
lient	Taylor County Board of County Co	mmissioners	
operty Address ty	Alton Wentworth Parkway	County Taylor	State FL Zip Code 32347
ient	Perry Taylor County Board of County Co	- Taylor	72 32347
	as that which is visible, obvious, evident or manifest to		
	This Environmental Addendum is for use with an	ny real estate appraisal. Only the statements which have be	en marked by the appraiser apply to the Subject property.
addendum re	eports the results of the appraiser's routine	viewing of and inquiries about the subject	property and its surrounding area. It also states what assumption
e made about			conditions. The appraiser is not an expert environmental inspector
therefore migl	ht be unaware of existing hazardous substance	ces and/or detrimental environmental conditions	which may have a negative effect on the safety or value of t
perty. It is			would reveal the existence of hazardous materials and/or detrimen
ironmental conditio	ns on or around the property that would negatively affect its	s safety and value.	
		DRINKING WATER	
	s supplied to the subject from a municipal water supply whi ards is to have it tested at all discharge points.	ich is considered safe. However, the only way to be absolu	tely certain that the water meets
		commended that tests be made to be certain that the prope	erty is sunnified with adequate
Drinking water is drinking water.	S supplied by a west of other non-interior action of the re-	John Michael and tools so made to be solden and the prope	ny o departe man addiquate
		points, plumbing fixtures and/or appliances. The only way	to be certain that water does
_	unacceptable lead level is to have it tested at all discharge p		
	ralue is based on the assumption that there is an adequate su		A Company of the Comp
_			azardous substances and/or detrimental
ivironmenta	i conditions and makes no warranty i	in regards to the quality and/or quant	ity of potable water on the site.
		SEWER SYSTEM	
Sewage is remo	oved from the property by a municipal sewer system.		
		disposal system. The only way to determine that the dispos	al system is adequate and in good
	condition is to have it inspected by a qualified inspector.		
		d of by a municipal sewer or an adequate property permitted	alternate
	m in good condition.		
		eld of of sanitary waste disposal and	therefore makes no warranty in regards to the
isposal of it	on the subject site.		
		SOIL CONTAMINANTS	
There are no ap	pograph signs of soil contaminants on or near the subject or	roperty (except as stated in Comments, below). It is possib	ale that research inspection and
		potential hazardous substances and/or detrimental environ	
_	at would negatively affect its safety and value.		
	value is based on the assumption that the subject property is		
		ield of determining the existence of s	soil contaminants and therefore makes no warranty as
its existend	ce on the site.		
		ASBESTOS	
All or part of th	ne improvements were constructed before 1979 when asbe	stos was a common building material. The only way to be	certain that the property is free of
friable and non	n-friable asbestos is to have it inspected and tested by a qua	alified asbestos inspector.	
The improvem	ents were constructed after 1979. No apparent friable asbe-	stos was observed (except as stated in Comments, below).	
The opinion of	value is based on the assumption that there is no uncontained	ed friable asbestos or other hazardous asbestos material on	the property.
omments:	The appraiser is not an expert in the f	ield of determining the existence of a	asbestos and/or the abatement thereof and therefore
nakes no wa	arranty in regards to its existence on t	the site.	
		PCBs (POLYCHLORINATED BIPHEN	W 6\
		ansformers anywhere on or nearby the property (except as	
	apparent visible or documented evidence known to the app Comments below).	raiser of soil or groundwater contamination from PCBs any	where on the property (except
100	value is based on the assumption that there are no uncontai	ned PCBs on or nearby the property.	
_			PCB determination and therefore makes no warranty
- A	its existence of it on the site.	iolo of determining the existence of	35 dotermination and therefore makes no warranty
		RADON	
The appraiser	is not aware of any radon tests made on the subject proper	rty within the past 12 months (except as stated in Commen	its, below).
The appraiser	is not aware of any indication that the local water supplies	have been found to have elevated levels of radon or radium	i.
The appraiser	is not aware of any nearby properties (except as stated in 0	Comments, below) that were or currently are used for urani	
or phosphate	Maked-Tulfall		
The opinion of	f value is based on the assumption that the Radon level is at o	or below EPA recommended levels.	
Comments:	The appraiser is not an expert in the	field of determining the existence of	radon and therefore makes no warranty as to the

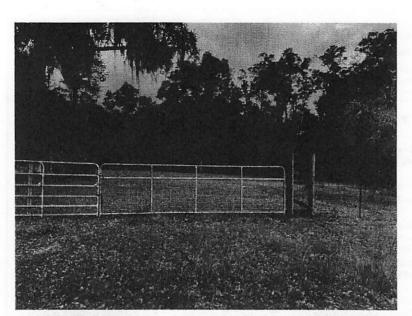
existence of it on the subject property.

X	There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
X	There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
×	There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
X	The opinion of value is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.
Comr	The appraiser is not an expert in the field of determining the existence of UST's and therefore makes no warranty as to their stence on the subject property
_	
	NEARBY HAZARDOUS WASTE SITES
X	There are no apparent hazardous waste sites on the subject property or nearby the subject property (except as stated in Comments, below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more hazardous waste sites on or in the area of the subject property.
X	The opinion of value is based on the assumption that there are no hazardous waste sites on or nearby the subject property that negatively affect the
Com	value or safety of the property. The appraiser is not an expert in the field of determining the existence of hazardous substances and/or detrimental
	rironmental conditions.
_	
	UREA FORMALDEHYDE INSULATION (UFFI)
	All or part of the improvements were constructed before 1982 when urea foarn insulation was a common building material. The only way to be certain that the
X	property is free of urea formaldehyde is to have it inspected by a qualified urea formaldehyde inspector. The improvements were constructed after 1982. No apparent urea formaldehyde materials were observed (except as stated in Comments, below).
X	The opinion of value is based on the assumption that there is no significant UFFI insulation or other urea formaldehyde material on the property.
-	The appraiser is not an expert in the field of determining the existence of UFFI and therefore makes no warranty as to its
exi	stence on the subject property.
_	
	LEAD BASED PAINT
	All or part of the improvements were constructed before 1978 when lead based paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as stated in Comments, below). The only way to be certain that
	the property is free of surface or subsurface lead based paint is to have it inspected by a qualified inspector.
X	The improvements were constructed after 1978. No apparent Lead Paint was observed (except as stated in Comments, below).
X	The opinion of value is based on the assumption that there is no flaking or peeling Lead Paint on the property. The appraiser is not an expect in the field of determining the existence of lead paint and therefore makes no warranty as to its
	The appraiser is not an expert in the field of determining the existence of lead paint and therefore makes no warranty as to its stence on the subject property.
	AIR POLLUTION
X	
	below). The only way to be certain that the air is free of pollution is to have it tested.
Con	The opinion of value is based on the assumption that the property is free of air pollution. The appraiser is not an expect in the field of air quality and/or pollution and therefore makes no warranty as to any that may
	The appraiser is not an expert in the field of air quality and/or pollution and therefore makes no warranty as to any that may ist relative to the subject property.
	WETLANDS/FLOOD PLAINS
X	
_	flood plains is to have it inspected by a qualified environmental professional.
X	
	The appraiser is not an expert in the field of determining the existence of wetlands and/or flood prone areas and therefore aleas no warranty as to their existence.
	axes no warranty as to their existence.
	MISCELLANEOUS ENVIRONMENTAL HAZARDS
×	There are no other apparent hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below: Excess noise
	Radiation and/or electromagnetic radiation
	Light pollution Waste heat
	Acid mine drainage
	Agricultural pollution
	Geological hazards Nearby hazardous property
	Infectious medical wastes
	Pesticides
	Other (chemical storage, drums, pipelines, etc.)
5	The opinion of value is based on the assumption that, except as reported above, there are no other environmental hazards that would negatively affect the value of
-	the subject property.
Γ	When any of the environmental assumptions made in this addendum are not correct, the opinion of value in this appraisal may be affected.

Client Taylor County Board of County Comm	nissioners File No. 23137
Property Address Alton Wentworth Perkway Perry Perry	County Taylor State FL Zb Code 32347
lient Taylor County Board of County Comm	10,01
APPRAISAL AND REPORT IDENTI	FICATION
This Appraisal Report is <u>one</u> of the following types:	
Self Contained (A written report prepared under Stan	(-)
Summary (A written report prepared under Stan	
Restricted Use (A written report prepared under Stan restricted to the stated intended use	adards Rule $2-2(c)$, pursuant to the Scope of Work, as disclosed elsewhere in this report, a by the specified client or intended user.)
analyses, opinions, and conclusions. - Unless otherwise indicated, I have no present or prospective into the unless otherwise indicated, I have no present or prospective into the unit of the unit of the sasignment. - I have no bias with respect to the property that is the subject of the engagement in this assignment was not contingent upon de. My compensation for completing this assignment is not conting client, the amount of the value opinion, the attainment of a stipular thy analyses, opinions, and conclusions were developed, and there in effect at the time this report was prepared. - Unless otherwise indicated, I have made a personal inspection	rect. If you have reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional erest in the property that is the subject of this report and no personal interest with respect to the parties involved, appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year if this report or the parties involved with this assignment, eveloping or reporting predetermined results. If you have the development or reporting of a predetermined value or direction in value that favors the cause of the ted result, or the occurrence of a subsequent event directly related to the intended use of this appraisal, his report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that of the property that is the subject of this report. If there are exceptions, the name of each
Reasonable Exposure Time My Opinion of Reasonable Exposure Time for the subject p market data, the appraiser determined the reasonal Comments on Appraisal and Re Note any USPAP-related issues requiring disc. The appraisal was prepared in accordance with the	port Identification
	e requirements of Title XI of the Financial Institutions Reform, Recovery and Enforcement
Act of 1989, as amended (12 U.S. C 3331 et seq) a	ind any implementing regulations."
	
·	
APPRAISER: Om B. M	SUPERVISORY APPRAISER (only if required):
Signature:	Signature:
Namo: Jim B. Marsh	Name:
Designation:	Designation:
Date Signed: 06/20/2023	Cata Signed:
State Certification #: Cert Res RD1080	State Certification #:
or State License #:	or State License #:
State: FL Expiration Oate of Certification or License: 11/30/2024	Sizie: Expiration Date of Certification or License:
11/30/2024	Supervisory Appraiser inspection of Subject Property:
Effective Date of Appraisal: 06/19/2023	Old Not Exterior-only from street Interior and Exterior

Subject Photo Page

Client	Taylor County Board of County County	mmissioners					
Property Address	Alton Wentworth Parkway						
City	Perry	County	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Cou	nmissioners					



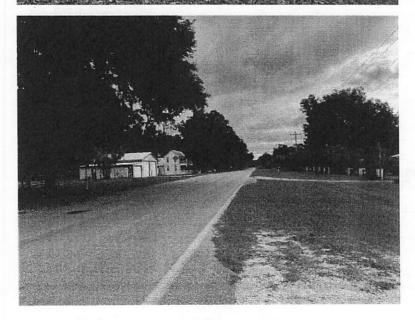
Subject Site
Alton Wentworth Parkway
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms

Location Rural .44 ac 10.62 ac View

Site Quality Age

Street Scene





Comparable Photo Page

Client	Taylor County Board of County Co	mmissioners					
Property Address	Alton Wentworth Parkway						
City	Perry	County	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Co	mmissioners					



Comparable 1

E Leon St

Prox. to Subject

12.09 miles S 3,500

Sale Price

Gross Living Area

Total Rooms Total Bedrooms

Total Bathrooms Location

View

Suburban .25 ac

7 sf

Site

Quality Age



E Leon St

Prox. to Subject Sale Price

12.09 miles S 3,500

Gross Living Area Total Rooms

Total Bedrooms Total Bathrooms

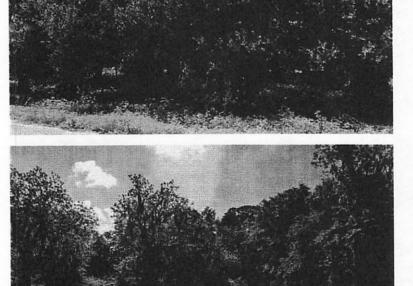
Location

Suburban .25 ac

View Site

8.05 ac

Quality Age



Comparable 3

18.17 miles NE

SE Bennett St

Prox. to Subject

Sale Price

10,000 Gross Living Area

Total Rooms

Total Bedrooms

Total Bathrooms

Location View

Rural .23 ac

Site

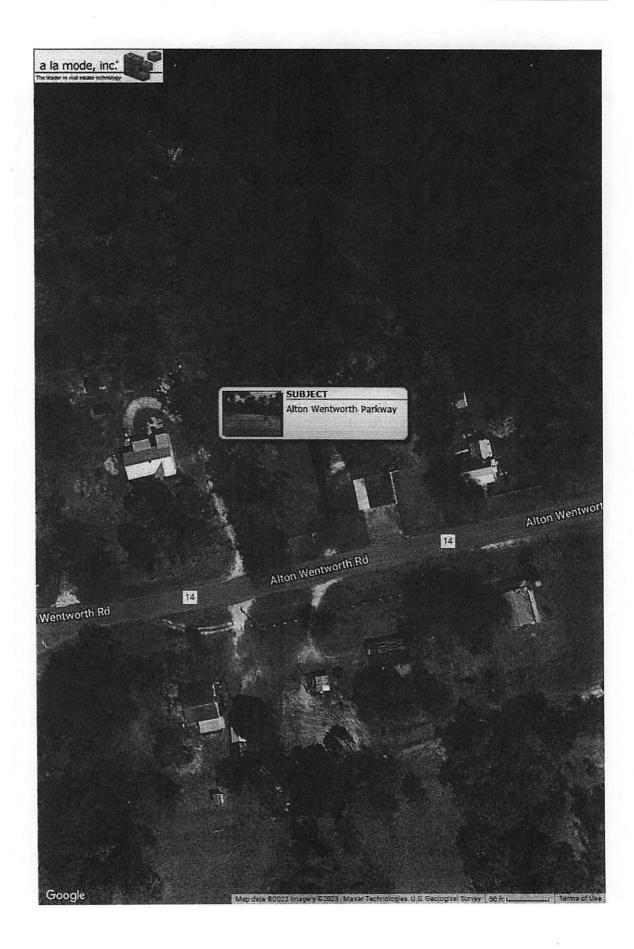
5 sf

Quality

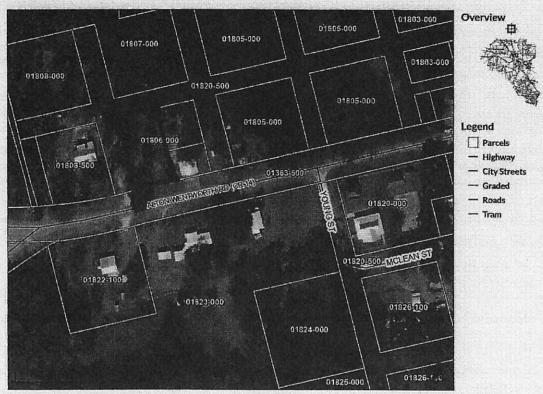
Age

Location Map

Client	Taylor County Board of County Con	nmissioners					
Property Address	Alton Wentworth Parkway						
City	Perry	County	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Con	nmissioners					



Shawna Beach, CEA Taylor County, FL



Parcel ID Sec/Twp/Rng 01831-100

29-02-07

Property Address 11953 LAWRENCE ROWELL RD CO

Alternate ID n/a

Class n/a

Acreage 1.41 Owner Address SILVESTRI JOHN R & DARLENE J 11953 LAWRENCE ROWELL RD

GREENVILLE FL 32331

District

Brief Tax Description

LEG 0001,41 ACRES - COM NW COR NE 1/4 OF NE 1/4 E 430 - FT 56DE 230 FT TO POB E 119.66 FT - 57DE 484.58 FT NW ALG CRV 157.02 - FT N6DW 410.68 FT TO POB ALSO COM NW COR OF NE1/4 OF NE1/4 TH E 430 FT 5 6D E 230 FT E 119.66 FT TO POB TH E 19.72 FT S 5D E 523.24 FT TO N RW CO RD 14 TH N 7D W 525.24 FT TO POB OR 449-890 723-525 727-481

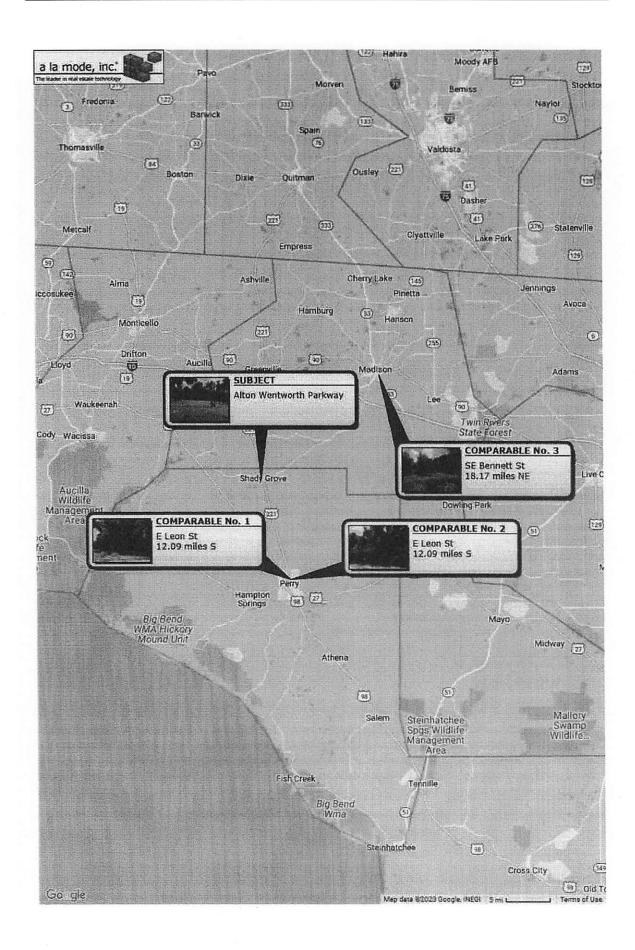
(Note: Not to be used on legal documents)

Date created: 6/20/2023 Last Data Uploaded: 6/19/2023 6:26:22 PM

Developed by Schneider

Comparable Sales Map

Client	Taylor County Board of County Co.	mmissioners					
Property Address	Alton Wentworth Parkway		4	g.			
City	Perry	County	Taylor	State	FL	Zip Code	32347
Client	Taylor County Board of County Co	mmissioners					



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA **DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION** FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER: RD1080

EXPIRATION DATE: NOVEMBER 30, 2024

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MARSH, JIM B 3926 MONTEREY PINES TRAIL TALLAHASSEE FL 32309



ISSUED: 09/15/2022

Always verify licenses online at MyFloridaLicense.com Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

RD1080

ISSUED: 09/15/2022

CERTIFIED RESIDENTIAL APPRAISER MARSH, JIM B

LICENSED UNDER CHAPTER 475, FLORIDA STATUTES

EXPIRATION DATE: NOVEMBER 30, 2024

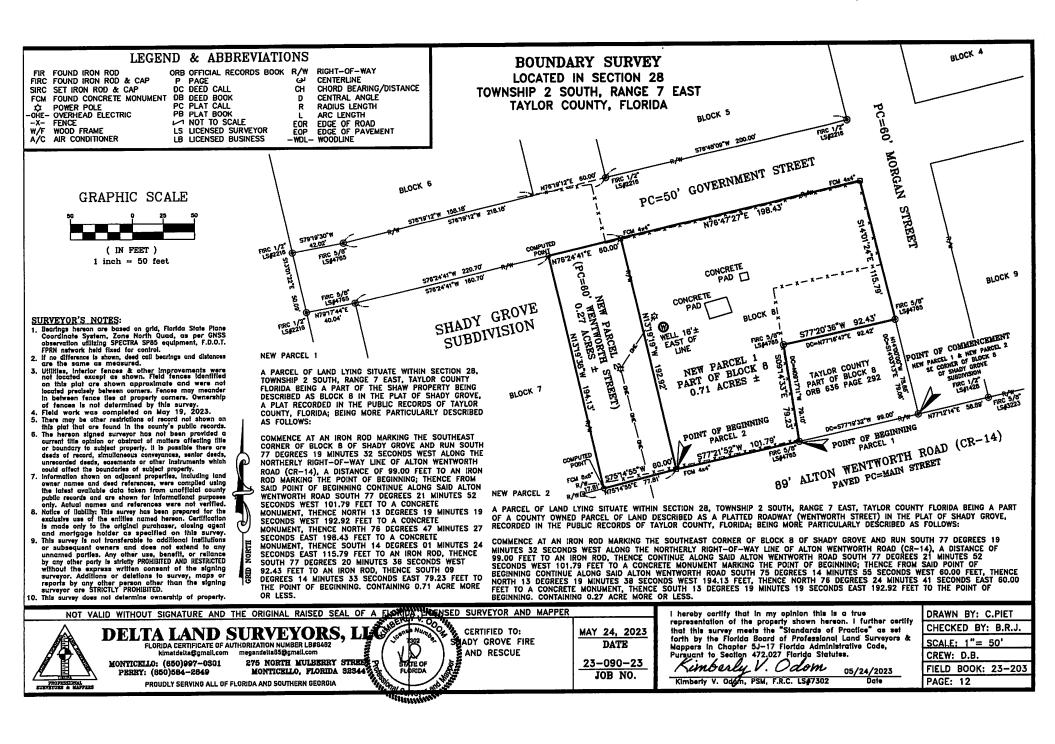
ACGRD	CERT	FICATE OF L	ABILITY		Karsappoi VCE	LAUREN DATE DISCOVERNI
THIS CERTIFICATE IS ISSUED AS CERTIFICATE BOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF I REPRESENTATIVE OF PRODUCER.	A WATTE	R OF RECRMATION OF REGATIVE YAMES	BIAY (NE ED) O INSTRUCT			1/19/2023 HTEHOLDER, THIS BY THE POLICIES HSJ, AUTHORIZED
INPORTANT: If the certificate bold if SUBROGATION IS WANTED auto this certificate does not confer rights			e policy(les) m If the policy, co such endorsem	unt have ADDFT ctalin policiós m emi(s):	ONAL INSURED provision by regulie an endorsome	ns of be endersed. nt. A signation on
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TOPEDE INSURANCE COMMERCIAL GENERAL LIABILITY CIANAS-BAGE. OCCUR		POI EV RUMINO		TEFF FOLICY EXT	EACH OCCURRENCE DAMAGE TO REALISH THE MISSING PROPERTY.	
CENT AGGE WITH LIGHT APPLIES PERS					PERSONAL & ADV INJURY GENERAL AGOREGATE PRODUCTS - COLUMN AGG	
ANY					COMBINED SINGLE LINEY (Fix account) SODILY INJURY (Per person) SODILY MARRY (Per person) SODILY MARRY (Per person)	
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ESCRIPTION OF GPERATIONS / LOCATIONS / VEH	CLES (ACOR	9-101, Additional Recibition Scrie		I II more space to req		
ERTIFICATE HOLDER			CANCELLATION			
			SHOULD AN THE EXPI ACCORDAN	Y OF THE ABOVE LATION DATE T CE WITH THE POL	DESCRIBED POLICIES BE C THEREOF, NOTICE WILL ICY PROVISIONS.	ANCELLED BEFORE BE DELIVERED IN
firsured's Gapy For Informa ACORD 25 (2016/03)	ation Purp	oses Only	AUTHORIZED RE	a.	CORD CORPORATION.	

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INVOICE FROM: Marsh Appraisal Service 23137 3926 Monterey Pines Trl Tallahassee, FL 32309-6337 06/20/2023 Due Date: (850) 878-0009 Fax Number: (850) 907-0008 Upon Receipt REFERENCE Internal Order #: Marsha Durden Lender Case #: Taylor County Board of County Commissioners Client File #: 201 E. Green Street FHA/VA Case #: Perry, FL 32347 Main File # on form: 23137 Other File # on form: Federal Tax ID: 22-3956142 Telephone Number: Fax Number: Employer ID: Alternate Number: DESCRIPTION Taylor County Board of County Commissioners Taylor County Board of County Commissioners Purchaser/Borrower: Taylor County Board of County Commissioners Property Address: Alton Wentworth Parkway City: Perry County: Taylor State: FL Zip: 32347 Legal Description: Metes/Bounds: Part of Sectin 29, Township 2 North, Range 7 East containing .44 acres MOL FEES **AMOUNT** Appraisal services in connection with the above referenced real property 300.00 SUBTOTAL 300.00 **PAYMENTS** AMOUNT Check #: Date: Description: Check #: Date: Description: Check #:

SUBTOTAL
TOTAL DUE

300.00



NOTICE (PURSUANT TO FLORIDA STATUTE 125.355(1)(a)

٠Ğ

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida pursuant to Chapter 125.355(1)(a) Florida Statutes, that the County intends to purchase the following property lying and being in Taylor County, Florida, and described as follows, to-wit:

A PARCEL OF LAND LYING SITUATE WITHIN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA BEING A PART OF THE SHAW PROPERTY BEING DESCRIBED AS BLOCK 8 IN THE PLAT OF SHADY GROVE, A PLAT RECORDED IN THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD MARKING THE SOUTHEAST CORNER OF BLOCK 8 OF SHADY GROVE AND RUN SOUTH 77 DEGREES 19 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ALTON WENTWORTH ROAD (CR-14), A DISTANCE OF 99.00 FEET TO AN IRON ROD MARKING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID ALTON WENTWORTH ROAD SOUTH 77 DEGREES 21 MINUTES 52 SECONDS WEST 101.79 FEET TO A CONCRETE MONUMENT, THENCE NORTH 13 DEGREES 19 MINUTES 19 SECONDS WEST 192.92 FEET TO A CONCRETE MONUMENT, THENCE NORTH 76 DEGREES 47 MINUTES 27 SECONDS EAST 198.43 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 14 DEGREES 01 MINUTES 24 SECONDS EAST 115,79 FEET TO AN IRON ROD, THENCE SOUTH 77 DEGREES 20 MINUTES 36 SECONDS WEST 92.43 FEET TO AN IRON ROD, THENCE SOUTH 09 DEGREES 14 MINUTES 33 SECONDS EAST 79.23 FEET TO THE POINT OF BEGINNING, CONTAINING 0.71 ACRE MORE OR LESS.

The Board of County Commissioners will take up this purchase on MONDAY, AUGUST 7, 2023, at 6:00 P.M., or as soon thereafter as possible at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida.

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

All members of the public are welcome 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.

The Public Hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the hearing shall be announced during the Public Hearing, and that no further notice concerning the matter will be published.

DATED this <u>29</u> day of <u>JUNE</u>, 2023, by GARY KNOWLES, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

LEGAL SECTION

1 ISSUE
WEDNESDAY, JULY 5, 2023
BILL T.C.B.C.C.

RECEIVED

JUL 1 1 2023

GARY KNOWLES CLURK CIRCUIT COURT TAYLOR COUNTY, FLORIDA

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry County of Taylor, State of Florida AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Notice
Taylor County Board of County Commissioners
Purchase of Shaw Property

was published in said newspaper in the issues of:

July 5, 2023

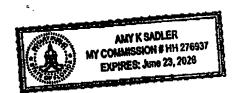
Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood, Publisher

Sworn to and subscribed before me this

07/05/2

Motary Public County of Taylor State of Florida Personally Known Personally Appeared before me



NOTICE (PURSUANT TO
FLORIDA STATUTE 125.355(1)(a)
Notice is hereby given that the
Board of County Commissioners of Taylor County, Florida pursuants
to Chapter 125.355(1)(a) Florida;
Statutes, that the County Intends
to purchase the following property
lying and being in Taylor County,
Florida, and described as follows,
to-wit:
A PARCEL OF LAND LYING SITUATE

A PARCEL OF LAND A PARTICULARLY DESCRIBED AS BLOCK & WINGTHE PLAT OF THE SHAW PROPERTY BEING DESCRIBED AS BLOCK & WINGTHE PLAT OF SHADY, GROVE, A PLAT RECORDED IN THE PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD MARKING THE SOUTHEAST CORNER OF BLOCK 8 OF SHADY GROVE AND RUN SOUTH 77 DEGREES 19 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ALTON WENTWORTH ROAD (CR-14), A DISTANCE OF 99.00 FEET TO AN IRON ROD MARKING THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUE ALONG SAID ALTON WENTWORTH ROAD SOUTH 77 DEGREES 21 MINUTES 52 SECONDS WEST 101,79 FEET TO A CONCRETE MONUMENT, THENCE NORTH 13 DEGREES 19 MINUTES 19 SECONDS WEST 192,92 FEET TO A CONCRETE MONUMENT, THENCE NORTH 76 DEGREES 47 MINUTES 27 SECONDS EAST 198.43 FEET TO A CONCRETE MONUMENT, THENCE SOUTH 14 DEGREES 01 MINUTES 24 SECONDS EAST 115,79 FEET TO AN IRON ROD, THENCE SOUTH 77 DEGREES 20 MINUTES 36 SECONDS WEST 92.43 FEET TO AN IRON ROD, THENCE SOUTH 09 DEGREES 14 MINUTES 33 SECONDS EAST 79.23 FEET TO THE POINT OF BEGINNING, CONTAINING 0.71 ACRE MORE OR LESS.

The Board of County
Commissioners will take up this
purchase on MONDAY, AUGUST
7, 2023, at 6:00 P.M., or as soon
thereafter as possible at the Board of
County Commission Meeting Room,
Taylor County Courthouse Annex,

Old Post Office Building in Perry, Florida.

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

All members of the public are welcome 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.

The Public Hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time, and place of any continuation of the hearing shall be announced during the Public Hearing, and that no further notice concerning the matter will be published.

DATED this 29 day of JUNE, 2023, by GARY KNOWLES, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

PNH sent wrong copy of affadavit initially. Had to regulat another copy - CD

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the first of two public hearings at 6:05 p.m. to discuss and receive public input for the possible grant submission to the 2024-2025 funding cycle of the Florida Recreation Development Assistance Program (FRDAP) requesting funding assistance for Phase 2 of the rehabilitation of Southside Park.

MEETING DATE REQUESTED:

August 7, 2023

Statement of Issue:

The Board to receive public input and discuss the possible grant submission for the upcoming funding cycle of the FRDAP program requesting funding assistance for Phase 2 of the rehabilitation of Southside Park.

Recommended Action:

Move forward with submitting grant application for Phase 2 of the rehabilitation of Southside Park and hold the second required public hearing August 22, 2023 at 6:00 p.m.

Fiscal Impact:

Not applicable at this time.

Budgeted Expense: Y/N Not applicable at this time, however the County will be requesting a waiver of match through the Rural Economic Development Initiative (REDI) program.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to submit two grant applications FY 2024-2025 to the FRDAP program. The County will be receiving a grant award in the amount of \$200,000 for the continued development of Taylor County Sports Complex from the 2023-2024 funding cycle. Two public hearings are required for the grant and the second will be held August 22, 2023 at 6:00 p.m. if the Board approves moving forward with the grant application. The grant application will include but not be limited to the construction of a new pickleball court.

Attachments:

Not applicable at this time.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS WILL HOLD THE FIRST OF TWO PUBLIC HEARINGS, AUGUST 7, 2023 at 6:05 P.M. TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), FOR THE 2024-2025 GRANT CYCLE. AS PREVIOUSLY DISCUSSED BY THE BOARD, THE COUNTY IS CONSIDERING REQUESTING FUNDING ASSISTANCE FOR ADDITIONAL IMPROVEMENTS TO SOUTHSIDE PARK. THE SECOND PUBLIC HEARING WILL BE HELD AUGUST 22, 2023 AT 6:00 PM. THE COUNTY WILL BE REQUIRED TO WORK WITHIN THE GUIDELINES SET FORTH BY THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR ANY PROJECT WHICH MAY BE SELECTED FOR FUNDING ASSISTANCE.

ALL MEMBERS OF THE PUBLIC ARE WELCOME 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 MEETING 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.

THE PUBLIC HEARING WILL BE HELD IN THE TAYLOR COUNTY ADMINISTRATIVE COMPLEX BOARD OF COMMISSIONERS MEETING ROOM LOCATED AT 201 E. GREEN STREET, PERRY, FLORIDA 32347 IN AN EFFORT TO PROTECT THE HEALTH OF THE PUBLIC AND THE BOARD OF COMMISSIONERS AND PROVIDE ACCESS TO ALL CITIZENS, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING. THE CONFERENCE LINE: 1-917-900-1022 ACCESS CODE: 32347#. THIS IS NOT A TOLL FREE NUMBER. ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE GOVERNED BY THIS PUBLIC NOTICE. PERSONS REQUIRING SPECIAL ACCOMODATIONS SHOULD CONTACT THE COUNTY ADMINISTRATOR'S OFFICE AT 850-838-3500 EXT. 107 NO LATER THAN THREE (3) WORKING DAYS PRIOR TO THE MEETING. ADDITIONAL INFORMATION MAY BE OBTAINED FROM:MELODY COX, GRANTS WRITER AT melody.cox@taylorcountygov.com OR AT 850-371-0377.

DATED THIS 19TH DAY OF JULY 2023. TAYLOR COUNTY BOARD OF COMMISSIONERS TAYLOR COUNTY, FLORIDA

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Taylor County Board of County Commissioners Notice of Public Hearing Improvements to Southside Park

was published in said newspaper in the issues of:

July 19, 2023

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood, Publisher

Sworn to and subscribed before me this

Notary Public County of Taylor State of Florida Personally Known Personally Appeared

before me



NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN, THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WILL HOLD THE FIRST OF TWO PUBLIC HEARINGS, AUGUST 7, 2023, at 6:05 P.M. TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), FOR THE 2024-2025 GRANT CYCLE. PREVIOUSLY DISCUSSED AS BY THE BOARD, THE COUNTY IS CONSIDERING REQUESTING FUNDING ASSISTANCE FOR ADDITIONAL IMPROVEMENTS TO SOUTHSIDE PARK. THE SECOND PUBLIC HEARING WILL BE HELD AUGUST 22, 2023, AT 6:00 PM. THE COUNTY WILL BE REQUIRED TO WORK WITHIN THE GUIDELINES SET FORTH BY THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR ANY PROJECT WHICH MAY BE SELECTED FOR FUNDING ASSISTANCE. ALL MEMBERS OF THE PUBLIC ARE WELCOME 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 MEETING 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 THE PUBLIC HEARING WILL BE HELD IN THE TAYLOR COUNTY ADMINISTRATIVE COMPLEX BOARD OF COUNTY COMMISSIONERS MEETING ROOM LOCATED AT 201 E. GREEN STREET, PERRY, FLORIDA 32347. IN AN EFFORT TO PROTECT THE HEALTH OF THE PUBLIC AND THE BOARD OF COUNTY COMMISSIONERS AND PROVIDE ACCESS TO ALL CITIZENS, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING. THE CONFERENCE LINE: 1-917-900-1022 ACCESS CODE: 32347#. THIS IS NOT A TOLL-FREE NUMBER. ALL PERSONS INTERESTED IN THIS MATTER SHOULD BE GOVERNED BY THIS PUBLIC NOTICE. PERSONS REQUIRING SPECIAL ACCOMODATIONS SHOULD CONTACT THE COUNTY ADMINISTRATOR'S OFFICE AT 850-838-3500 EXT. 107 NO LATER THAN THREE (3) WORKING DAYS PRIOR TO THE MEETING. ADDITIONAL INFORMATION MAY BE OBTAINED FROM: MELODY COX, GRANTS WRITER AT melody.cox@ taylorcountygov.com OR AT 850-371-0377. DATED THIS 19TH DAY OF JULY 2023. TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the first of two public hearings at 6:10 p.m. to discuss and receive public input for the possible grant submission to the 2024-2025 funding cycle of the Florida Recreation Development Assistance Program (FRDAP) requesting funding assistance for the rehabilitation and improvements to Taylor County Horsemen's Arena located at Forest Capital Hall.

MEETING DATE REQUESTED:

August 7, 2023

Statement of Issue:

The Board to receive public input and discuss the possible grant submission for the upcoming funding cycle of the FRDAP program requesting funding assistance for the rehabilitation and improvements to Taylor County

Horsemen's Arena.

Recommended Action:

Move forward with submitting grant application for the rehabilitation and improvements to Taylor County Horsemen's Arena located at Forest Capital Hall. and hold the second required public hearing August 22, 2023 at 6:05 p.m.

Fiscal Impact:

Not applicable at this time.

Budgeted Expense: Y/N Not applicable at this time, however the County will be requesting a waiver of match through the Rural Economic

Development Initiative (REDI) program.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to submit two grant applications FY

2024-2025 to the FRDAP program. The County will be receiving a grant award in the amount of \$200,000 for the continued development of Taylor County Sports Complex from the 2023-2024 funding cycle. Two public hearings are required for the grant and the second will be held August 22, 2023 at 6:05 p.m. if the Board approves moving forward

with the grant application.

Attachments:

Not applicable at this time.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, THAT THE TAYLOR COUNTY BOARD OF COMMISSIONERS WILL HOLD THE FIRST OF TWO PUBLIC HEARINGS, AUGUST 7, 2023 at 6:10 P.M. TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), FOR THE 2024-2025 GRANT CYCLE. AS PREVIOUSLY DISCUSSED BY THE BOARD, THE COUNTY IS CONSIDERING REQUESTING FUNDING ASSISTANCE FOR IMPROVEMENTS TO TAYLOR COUNTY HORSEMEN'S ARENA LOCATED AT FOREST CAPITAL HALL. THE SECOND PUBLIC HEARING WILL BE HELD AUGUST 22, 2023 AT 6:05 PM. THE COUNTY WILL BE REQUIRED TO WORK WITHIN THE GUIDELINES SET FORTH BY THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM FOR ANY PROJECT WHICH MAY BE SELECTED FOR FUNDING ASSISTANCE.

ALL MEMBERS OF THE PUBLIC ARE WELCOME 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 MEETING 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
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DATED THIS 19TH DAY OF JULY 2023.
TAYLOR COUNTY BOARD OF COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry County of Taylor, State of Florida AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Taylor County Board of County Commissioners Notice of Public Hearing Improvements to Horseman' Arena

was published in said newspaper in the issues of:

July 19, 2023

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood, Publisher

Sworn to and subscribed before me this

_07/19/23

(Notary Public County of Taylor State of Florida Personally Known Personally Appeared

before me



NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN, THAT THE TAYEOR COUNTY BOARD OF COUNTY COMMISSIONERS WILL HOLD THE FIRST OF TWO PUBLIC HEARINGS, AUGUST 7, 2023, at 6:10 P.M. TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA. RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), FOR THE 2024-2025 GRANT CYCLE. AS PREVIOUSLY DISCUSSED BY THE BOARD, THE COUNTY IS CONSIDERING REQUESTING FUNDING ASSISTANCE FOR IMPROVEMENTS TO TAYLOR COUNTY HORSEMEN'S ARENA LOCATED AT FOREST CAPITAL HALL. THE SECOND PUBLIC HEARING WILL BE HELD AUGUST 22, 2023, AT 6:05 PM. THE COUNTY WILL BE REQUIRED TO WORK WITHIN THE GUIDELINES SET FORTH BY THE FLORIDA DEVELOPMENT RECREATION ASSISTANCE PROGRAM FOR ANY PROJECT WHICH MAY BE SELECTED FOR FUNDING ASSISTANCE. ALL MEMBERS OF THE PUBLIC ARE WELCOME 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 MEETING 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. THE PUBLIC HEARING WILL BE HELD IN THE TAYLOR COUNTY ADMINISTRATIVE COMPLEX BOARD OF COUNTY COMMISSIONERS MEETING ROOM LOCATED AT 201 E. GREEN STREET, PERRY, FLORIDA 32347. IN AN EFFORT TO PROTECT THE HEALTH OF THE PUBLIC AND THE BOARD OF COUNTY COMMISSIONERS AND PROVIDE ACCESS TO ALL CITIZENS, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING. THE CONFERENCE LINE: 1-917-900-1022 ACCESS CODE: 32347#. THIS IS NOT A TOLL-FREE NUMBER. ALL PERSONS INTERESTED IN THIS MATTER GOVERNED SHOULD BE BY THIS PUBLIC NOTICE. PERSONS REQUIRING SPECIAL SHOULD ACCOMODATIONS THE COUNTY CONTACT ADMINISTRATOR'S OFFICE AT 850-838-3500 EXT. 107 NO LATER THAN THREE (3) WORKING DAYS PRIOR TO THE MEETING. ADDITIONAL INFORMATION MAY BE OBTAINED FROM: MELODY COX, GRANTS WRITER AT melody.cox@ taylorcountygov.com OR AT 850-

371-0377.

COMMISSIONERS
TAYLOR COUNTY, FLORIDA

2023.

DATED THIS 19TH DAY OF JULY

TAYLOR COUNTY BOARD OF COUNTY



PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry County of Taylor, State of Florida AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared AARON PORTWOOD, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re

Taylor County board of County Commissioners Request for Bids Saw Palmetto Berries

was published in said newspaper in the issues of:

July 14, 2023 July 21, 2023

Affidavit says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Aaron Portwood, Publisher

Sworn to and subscribed before me this

07/21/23

Notary Public County of Taylor State of Florida Personally Known Personally Appeared before me



NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA. BIDS WILL BE FOR A PERCENTAGE OF THE GROSS SALE OF HARVESTED BERRIES.

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 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than 4:00 p.m, local time, on July 28, 2023. 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 6:15pm local time, or as soon thereafter as practical, on August 7, 2023 at the 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 or 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.

Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

For additional information and a bid package contact: LaWanda Pemberton 201 E. Green Street Perry, FL 32347 (850) 838-3500 Ext 6 Ipemberton@taylorcountygov.com Bid packages may also be obtained from www.taylorcountygov.com

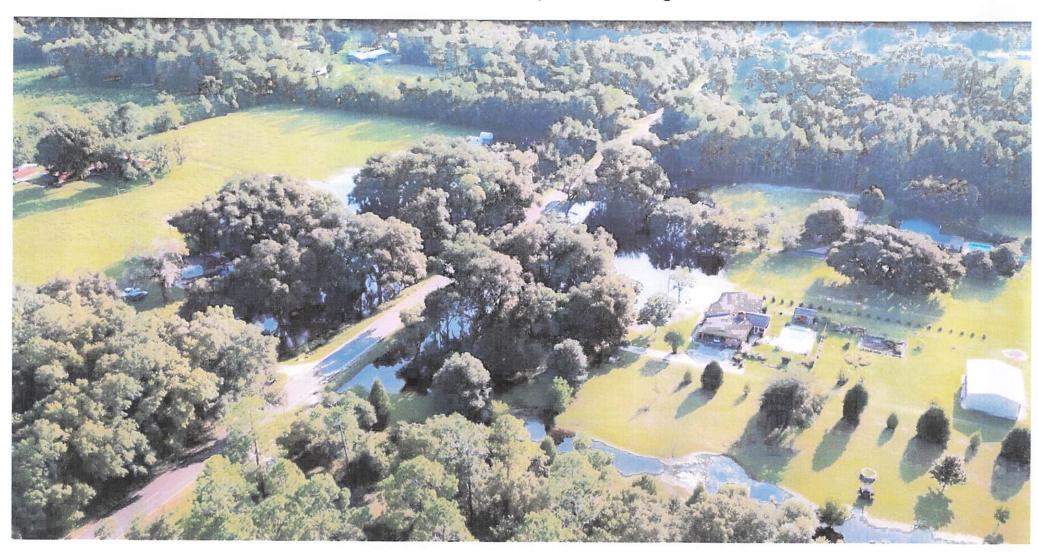


TAYLOR COUNTY BOARD OF COMMISSIONERS		
County Commission Agenda Item		
SUBJECT/TITLI	E:	
Meeting Date:	P	August 1 ^{st,} 2023
Statement of Issue: Property flooding and impacts to Property Owners Sunday July 16 th water from adjacent property overflowed onto my property(2200 East Ellison Road) and began to fill the low lying basin on my property and property of other residents. The resulting overflow water has covered an area of approximately 7 Acres which has encroached on my home and the homes of other residents. Since July 16th, the water level has not receded significantly and remains a threat of entering into our home.		
Recommendation:		
Fiscal Impact:	\$_	Budgeted Expense: Yes No N/A x
Submitted By:		Bryan Johnson
Contact:		912-247-3994 \ bnj@ark-outdoors.com
		SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
 History, Facts & Issues: Resident of the property at 2200 East Ellison Road since 2016 with no significant water accumulation over the last 7 years, There were no flooding events on the North Side of East Ellison Road prior to the Road's resurfacing in 2021. Resultant Flooding and Deep Water over our driveway has impacted access to our home for work, medical care and deliveries. There are no natural outlets for the accumulated overflow 		
Options:	ta A a I 2	Request Written Report in chronological order of all residential complaints and activities aken by the County Commissioner(s), County Administrator, County Administrator assistant, County Engineer, and County Public Works Office regarding any work or actions related to East Ellison Road from January 2012 to July 16th 2023 Request Taylor County Schedule Public Workshop with Property Owners of East Ellison Road, County Administrator, Public Works\Staff Engineer, SWMD, and Representative of army Corp of Engineers to review source of overflow flooding.
Attachments:	1	Arial July 16th 2023 Flooding Ellison Road.pdf"
		Historical July 16th 2023 Flooding Ellison Road.pdf"
Email Agenda Request to: mdurden@taylorcountygov.com		

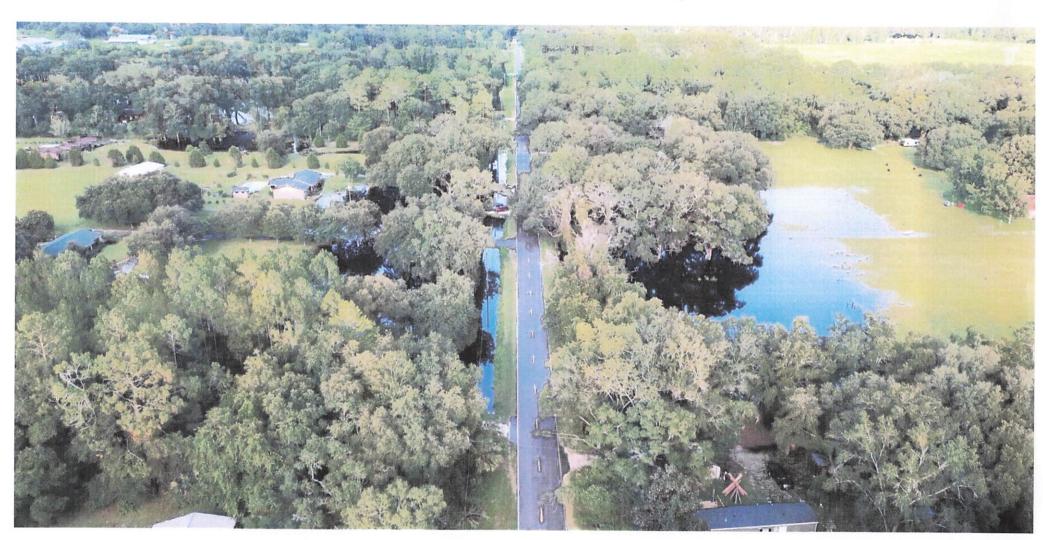
East Ellison Road July 20th 2023 – Page1



East Ellison Road July 20th 2023 – Page2



East Ellison Road July 20th 2023 – Page3



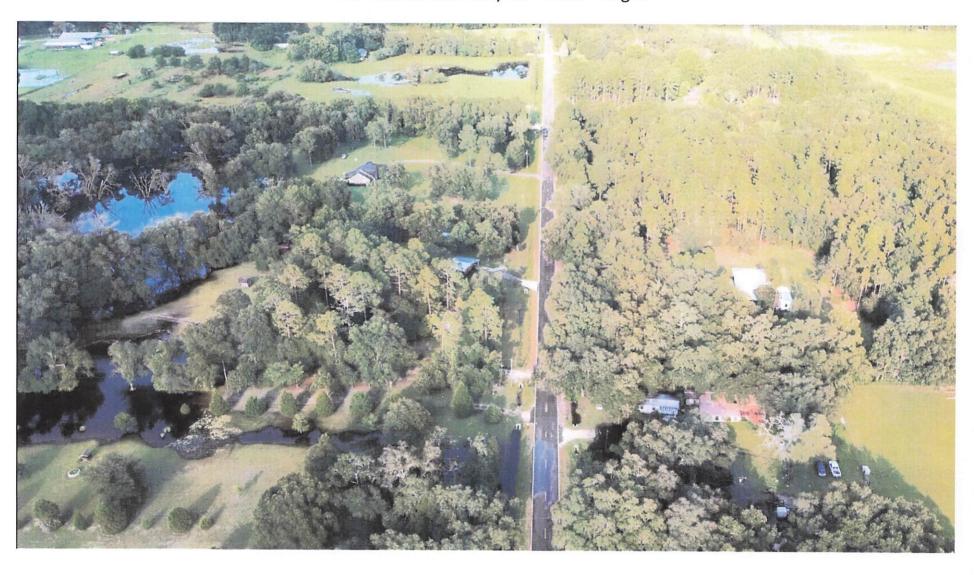
East Ellison Road July 20th 2023 – Page4



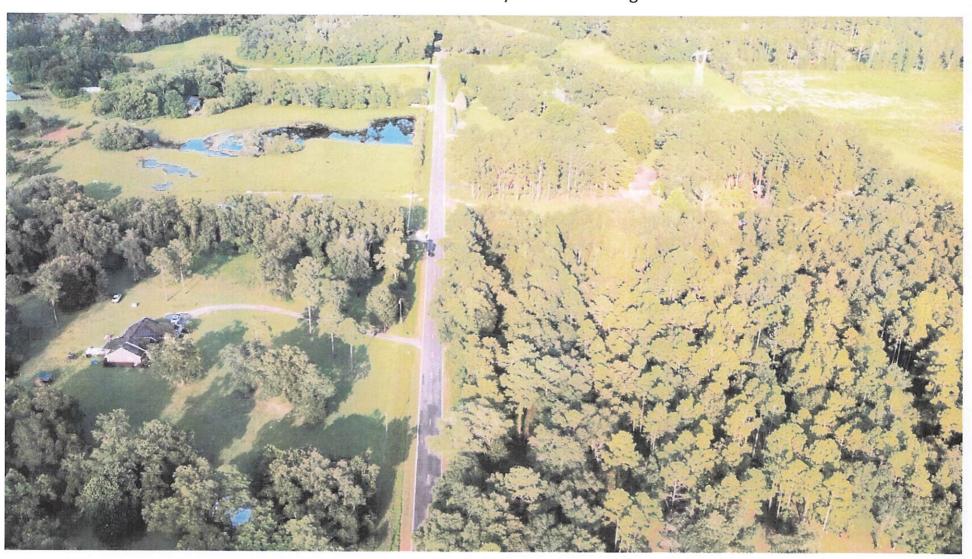
East Ellison Road July 20th 2023 – Page5



East Ellison Road July 20th 2023 – Page6

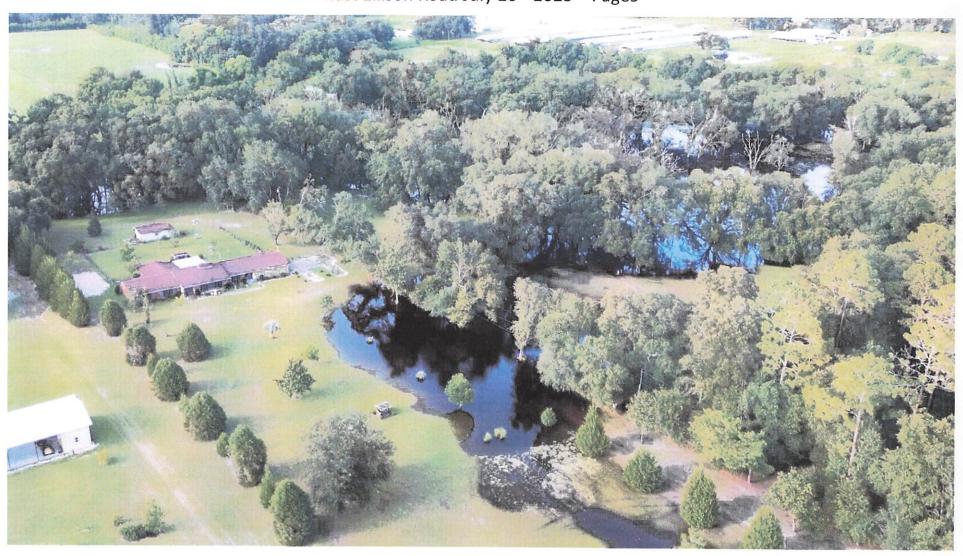


East Ellison Road July 20th 2023 – Page7

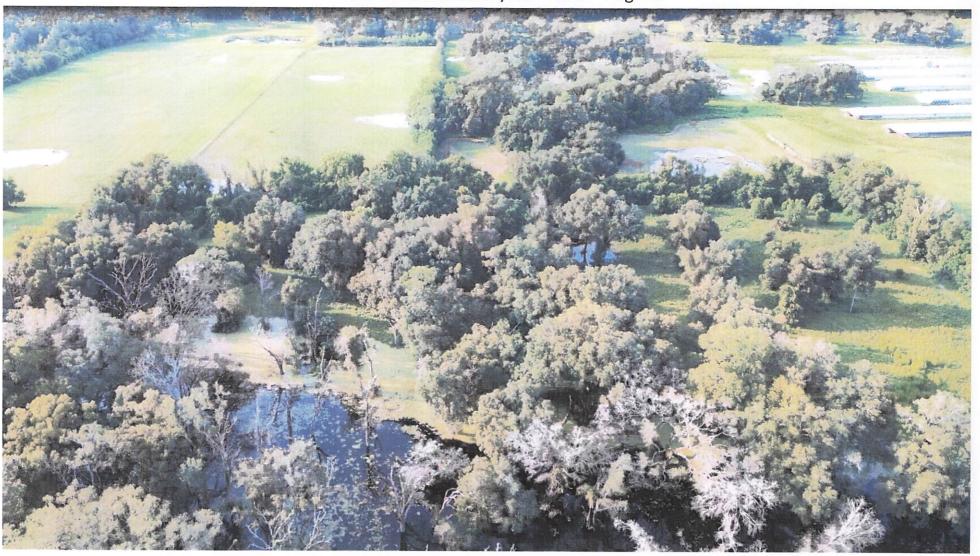


East Ellison Road July 20th 2023 – Page8

East Ellison Road July 20th 2023 - Page9



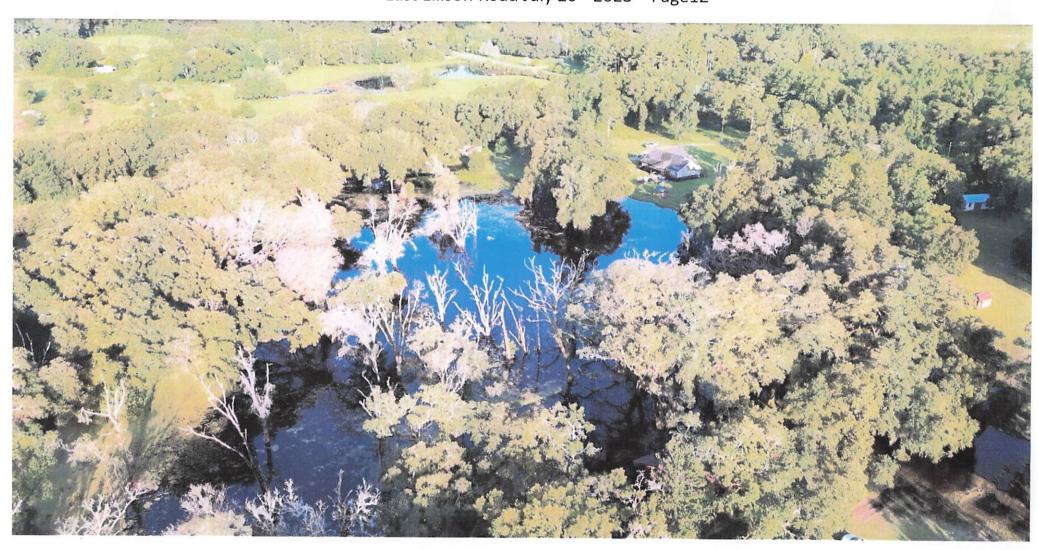
East Ellison Road July 20th 2023 – Page10



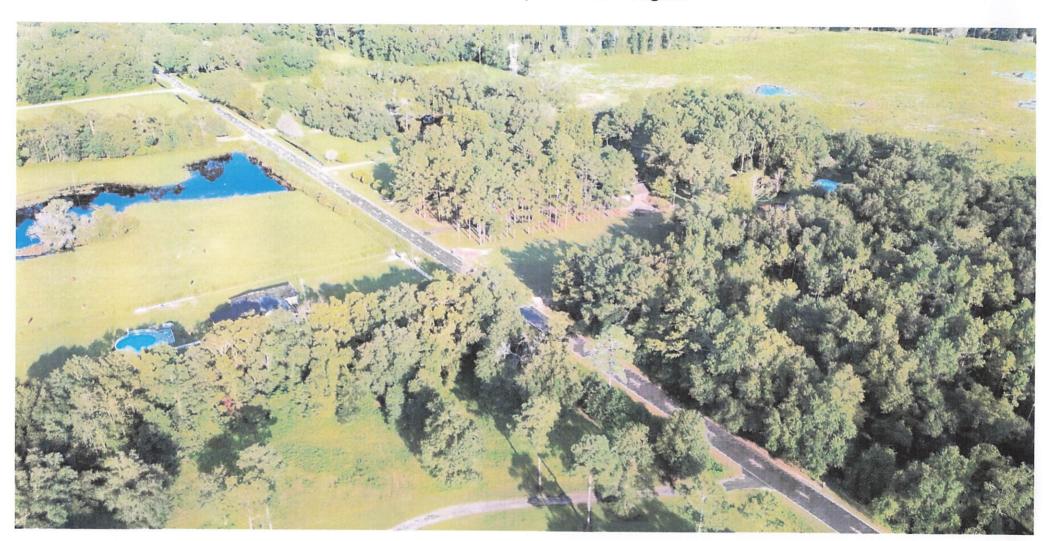
East Ellison Road July 20th 2023 - Page11



East Ellison Road July 20th 2023 – Page12



East Ellison Road July 20th 2023 – Page13



East Ellison Road July 20th 2023 – Page14



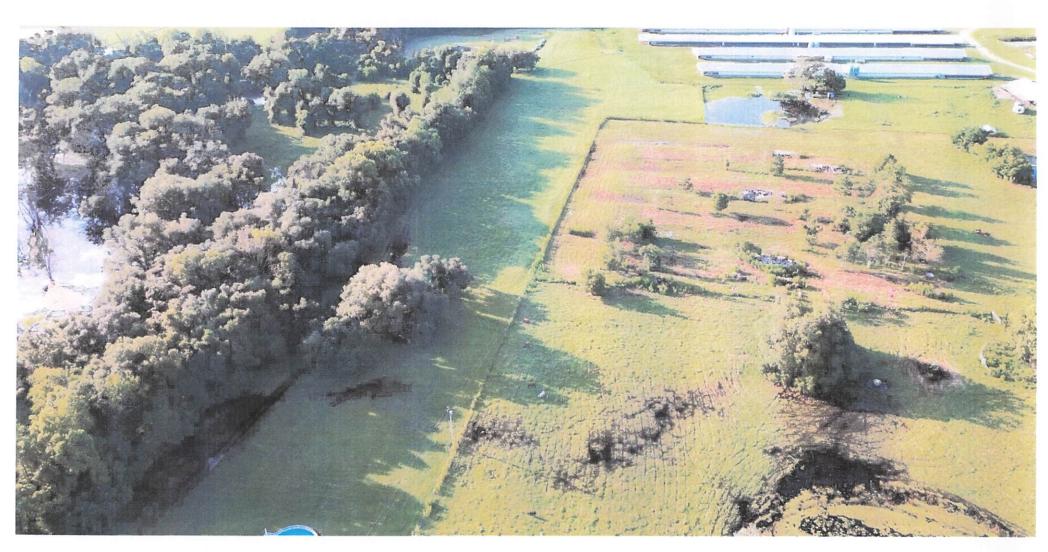
East Ellison Road July 20th 2023 – Page15



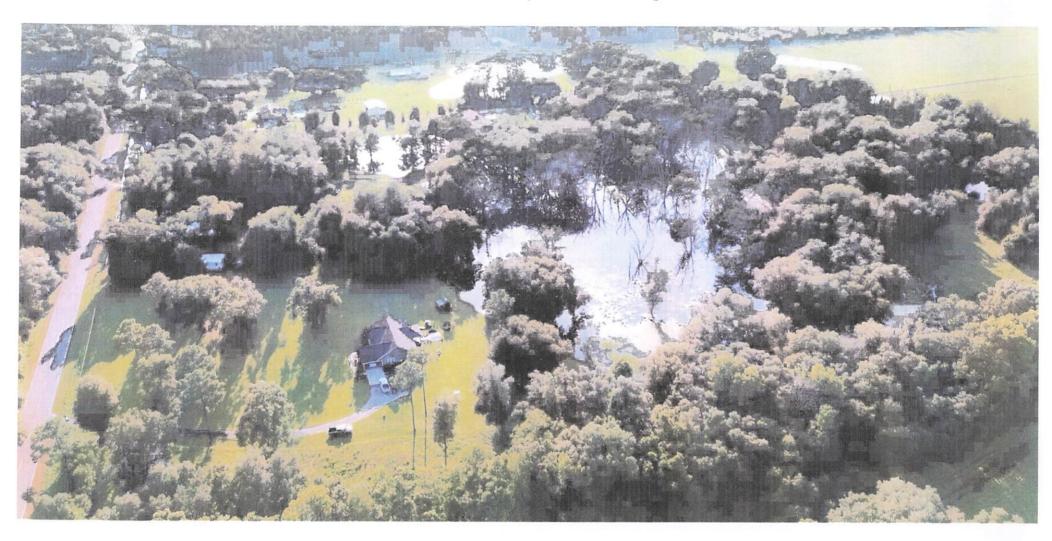
East Ellison Road July 20th 2023 – Page16



East Ellison Road July 20th 2023 – Page17



East Ellison Road July 20th 2023 – Page18



East Ellison Road July 20th 2023 – Page20, White = 7.25acres, Red = 12.2acres, Blue = 2.8acres

































SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

- *Resident of East Ellison since 1961 when my parents moved here. (Hurricane Dora came through in 1964 and caused water to take this path.) In current home since 1985 with no flooding issue until April 2014.
- *2nd event 8/28/2018
- *3rd event 9/2020
- *4th event 7/9/2021

After ditch work in 2021 all water flow now comes to the northside of Ellison Road.

- *5th event 6/25/2023
- *7/16/2023 Current event affecting more homes past us for the first time.
- *Access is impacted to our home/property for work, medical, delivery due to deep water. Water has been under our home since 7/16 creating health concerns.

Options:

Attachments: Photos of swift water rise when not raining during several events.



3/25/2022 Flowing to us

Sent from my iPhone

From:

Gina <gina.jarvis@yahoo.com> Thursday, July 20, 2023 5:56 AM

Sent:

To:

Gina Jarvis

Subject:

June 15, 2023



Sent from my iPhone

From: Sent: Gina <gina.jarvis@yahoo.com> Thursday, July 20, 2023 6:01 AM

To: Subject: Gina Jarvis June 24, 2023

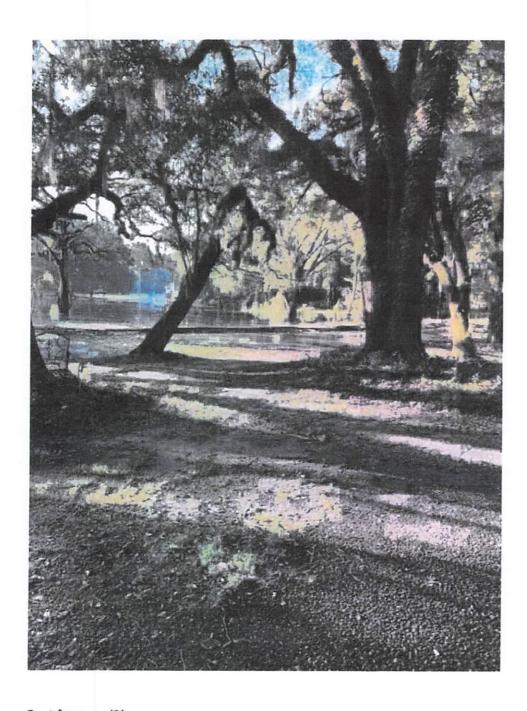


Sent from my iPhone

With our rainfall, it stays in the bank,

From: Gina <gina.jarvis@yahoo.com>
Sent: Thursday, July 20, 2023 6:02 AM

To: Gina Jarvis **Subject:** 6/25/23 7am



Sent from my iPhone

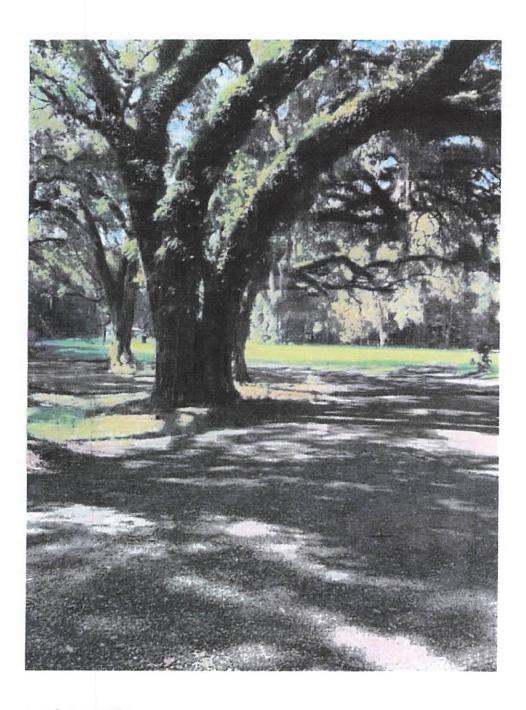
From: Sent: Gina <gina.jarvis@yahoo.com> Thursday, July 20, 2023 6:04 AM

To:

Gina Jarvis

Subject:

6/25/23 10:50 sunny



Sent from my iPhone

From: Gina <gina.jarvis@yahoo.com>
Sent: Thursday, July 20, 2023 6:05 AM

 To:
 Gina Jarvis

 Subject:
 6/25/23. 8:15 pm



Sent from my iPhone

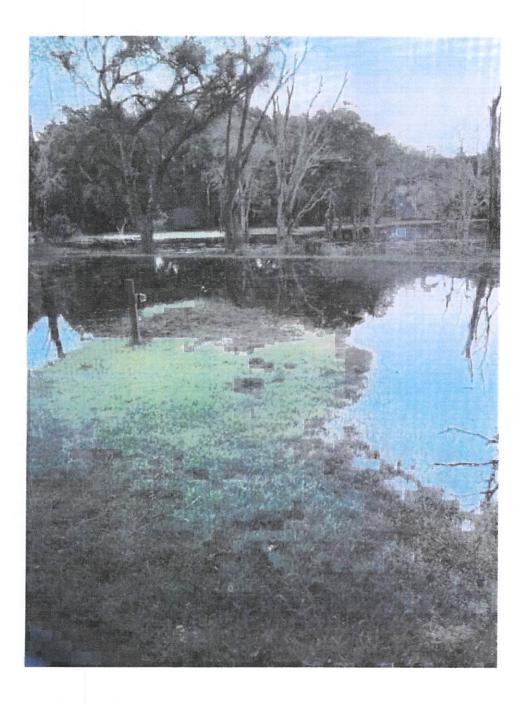
From: Sent: Gina <gina.jarvis@yahoo.com> Thursday, July 20, 2023 6:06 AM

To:

Gina Jarvis

Subject:

6/25/23. 8:25 pm



Sent from my iPhone

From:

Gina <gina.jarvis@yahoo.com> Thursday, July 20, 2023 6:07 AM

Sent:

To:

Gina Jarvis

Subject:

6/26/23. 9:15 am



Sent from my iPhone

Jun 25 at 11:18 AM

PrintRaw message

Gina <gina.jarvis@yahoo.com>

To: lpemberton@taylorcountygov.com,Pam Feagle <pfeagle@taylorcountygov.com>

This morning (Sun 6/25) the water is gushing over the berm around our yard. This is more water than in either past event—While the homes toward the end of the road do not have standing water as they have in the past. I'm sure they appreciate what you've done with these culverts. This shows us what we already knew— that all that water from the other side of Ellison Road now comes to that open field and then back this way. How can you allow this? You are directing water away from some but to others! What is flooding us is coming from the overflow at the end. That's not a solution.

I ask that you come back out here and look at what's happening and the amount of water that is pouring back this direction! This water will go past us and follow on to neighbors that did not have water in any of the previous events.

Please show due diligence and follow up on this!

Gina and Dick Jarvis

Sent from my iPhone

Re: Ellison Road - Yahoo Mail

Re: Ellison Road

gina.jarvis@yah.../PAM FEAGLE

Jun 26 at 8:31 PM



To: Gina Jarvis <gina.jarvis@yahoo.com>

My understanding is that the County worked with Mrs. O'Steen previously. I was not part of the discussion so I would say it was at least a few years ago.

Sent from my iPhone

On Jun 26, 2023, at 5:57 PM, Gina Jarvis <gina.jarvis@yahoo.com> wrote:

Could you please let us know who besides Mr. Pruitt you've talked to? We'd like to follow up with them. Our yard was totally dry on Sat evening but as of this moment water is at our house and across our driveway headed next door with no additional rain.

Regards, Gina

Sent from my iPad

On Jun 26, 2023, at 4:56 PM, LaWanda Pemberton, <LPemberton@taylorcountygov.com> wrote:

Ms. Jarvis,

County Staff and Com. Feagle have surveyed E. Ellison Road and the resulting water from the large amount of rainfall that was received last week. The County has attempted to negotiate with numerous landowners in the area in order to construct a drainage solution. Unfortunately, those owners have ultimately changed their position and the County has been unable to secure an alternate solution.

LaWanda Pemberton County Administrator Taylor County Board of County Commissioners http://www.taylorcountygov.com

<image005.png>

From: Gina <gina.jarvis@yahoo.com> Sent: Sunday, June 25, 2023 12:22 PM

To: LaWanda Pemberton LPemberton@taylorcountygov.com>; Pam Feagle pfeagle@taylorcountygov.com>

Subject: Ellison Road

<image003.jpg>

6:30 am

<image004.jpg> Noon

Sent from my iPhone

(F)

MARK WIGGINS, TAX COLLECTOR

OFFICE OF THE TAX COLLECTOR

Taylor County • Post Office Box 30 Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse
07/20/23

Phone 850-838-3580 Fax 850-838-3543

To: The Taylor County Board of County Commissioners

RE: Resolution providing for extension of the 2023 tax roll pursuant to section 197.323

This office has discussed with the Property Appraiser's office the likelihood that, because of recent statutory changes, completion of the Value Adjustment Board (VAB) hearings for the 2023 tax year will delay the issuance of tax notices beyond November 1. The legislature has made significant changes to the VAB hearing process. Perhaps the most significant change has been to the notice of the VAB hearing that the clerk's office is required to provide petitioners. For many years, petitioners were entitled to receive notice at least 10 days prior to the scheduled hearing. That time period has been extended in five-day increments until now petitioners must receive notice of the hearing at least 25 days prior to the hearing date. See 194.032(2), Florida Statutes. The petitioners also are entitled to have their hearing date rescheduled. As a result, the VAB hearings are beginning later and taking longer to conclude.

There is a statutory process whereby the county commission can authorize the VAB and the Property Appraiser to make a first certification and extension of the 2023 tax rolls prior to completion of the VAB hearings so that tax notices can be timely issued by November 1. Section 197.323(1), Florida Statutes, provides that:

Notwithstanding the provisions of s. 193.122, the board of county commissioners may, upon request by the tax collector and by majority vote, order the roll to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise by the only cause for a delay in the issuance of tax notices beyond November 1.

The Tax Collector hereby requests the Board of County Commissioners to authorize and direct the VAB and the Property Appraiser to certify and extend the 2023 tax rolls prior to completion of the VAB hearings pursuant to section 197.323. The final tax rolls will be recertified following the conclusion of the VAB hearings in accordance with section 193.122, Florida Statutes.

Sincerely,

Mark Wiggins

Taylor County Tax Collector





RESOLUTION No.

A RESOLUTION OF TAYLOR COUNTY, FLORIDA, PROVIDING FOR THE EXTENSION OF THE 2023 ASSESSMENT ROLLS PURSUANT TO SECTIONS 197.323 AND 193.122, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pursuant to section 197.323, Florida Statutes, the Board of County Commissioners may, upon request by the tax collector and by majority vote, order the assessment rolls to be extended prior to completion of value adjustment board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1; and

WHEREAS, Section 193.122, Florida Statutes sets forth provisions for the certification of the assessment rolls and directs the value adjustment board to certify each assessment roll upon order of the Board of County Commissioners; and

WHEREAS, The completion of the Taylor County Value Adjustment Board hearings for the 2023 tax year will delay issuance of tax notices beyond November 1; and

WHEREAS, a delay in the issuance of tax notices may result in a disruption to the operations of the Taylor County Taxing Authorities.

NOW THEREFORE, BE IT RESOLVED THAT pursuant to the provisions of section 197.323, Florida Statutes, and section 193.122, Florida Statutes, the Board of County Commissioners, by majority vote, orders the 2023 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.

Adjustment Board hearings and again after cond	clusion of all hearings.
DULY PASSED AND ADOPTED by the Taylof, 2023.	lor County Board of County Commissioners this day
ATTEST:	Taylor County BCC:
Gary Knowles Taylor County Clerk of Court	Jamie English Chairman



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Letter of Engagement between Taylor County and Ketcham Appraisal Group, Inc. for the "Yellow Book" Appraisal for the possible acquisition of the 3.95 acre site known as Spring Warrior.

MEETING DATE REQUESTED:

August 7, 2023

Statement of Issue:

Board to review and approve the Letter of Engagement between Taylor County and Ketcham Appraisal Group, Inc.

for the "Yellow Book" Appraisal for the possible

acquisition of the 3.95 acre site known as Spring Warrior.

Recommended Action:

Approve Letter of Engagement.

Fiscal Impact:

The grant award is in the amount of \$621,686 however, \$21,686 is retained by the Gulf Consortium for legal fees

and the Balmoral Group fees.

Budgeted Expense:

A budget has been provided to the Finance Department.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County will have \$600,000 available for the possible acquisition of the 3.95 acres site known as Spring Warrior. The grant will also fund associated acquisition costs. The County is required to have a federally approved appraisal completed known as a "Yellow Book" appraisal, an environmental assessment, and a survey completed prior to the start of the acquisition process. It is important to note, the grant will ONLY fund the appraised value of the purchase/acquisition of the site. If the County should choose to pay over the appraised value, the County will be responsible for the additional costs and will need approval from the Gulf Consortium and the Department of Treasury. The Willing Seller Statement for the site is in effect until

December 31, 2023.

Attachments:

Ketcham Appraisal Group, Inc. Letter of Engagement



Clay B. Ketcham, MAI

July 20, 2023

SRA, AI-GRS

Sent via email to: purchasing@taylorcountygov.com

Florida State Certified General Appraiser RZ226 Georgia State Certified General Real Property Appraiser CG004509

Sarah Weirick Purchasing Director Taylor County BCC 201 E. Green St. Perry, FL 32347

Eminent Domain

Re: Appraisal of Spring Warrior Site

Expert Witness

Taylor County, FL

Litigation Support

Dear Ms. Weirick:

Market Analysis

It is our pleasure to submit this scope of service letter for the appraisal of the above referenced property.

Highest & Best Use Analysis

Cure Analysis

Damage Studies

Our work will be subject to the ethics of the Appraisal Institute along with the general assumptions and limiting conditions, the Document Request (Attachment A), and the Terms and Conditions (Attachment C) which are made a part of the agreement.

Easements

Road Widening Projects

Client:

Taylor County BOCC 201 E. Green St.

Perry, FL 32347

Inverse Condemnation

Bankruptcy

Estates

Subject Property:

The property to be valued is

Residential

Divorce

identified as Spring Warrior Site.

Commercial

Office

Property Type:

Vacant, unimproved tract

Multi Family

Interest to be

Valued:

Fee simple interest

Retail

Engagement Letter Spring Warrior Site Page 2 of 16

Intended Use:

To assist Client in acquiring the property in a voluntary real

estate transaction.

Intended User(s):

The only intended user of this report is Taylor County. No

other users have been identified in the scope of work

agreement.

Unless specifically named, no other user is authorized to use

or rely on this appraisal report.

Type of Value:

Market value. Market value is defined as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms,

for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest,

and assuming that neither is under undue duress."1

Date of Value:

Current date of value.

Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended

use.

¹ The Dictionary of Real Estate Appraisal, 6th ed.

Engagement Letter Spring Warrior Site Page 3 of 16

Anticipated Scope of Work:

The scope of work is a result of several factors that an appraiser considers in developing creditable assignment results. Creditable results are measured in relation to the scope of work agreement.

The following elements will be a part of the scope of work:

- An in-person view of the subject property.
- Using public records information about the property;
- Gathering information on comparable sales and general market data:
- Applying the appropriate approach to value.
- The report will conform to the Uniform Appraisal Standards for federal land acquisition (Yellow Book).

On-site property view will a part of the scope of work. On-site views of real estate are made solely for the purposes of appraisal and not for any other purposes.

The square footage of the improved property will be obtained from public records sources unless otherwise stated. Should square footage of improvements be required, these services will be outsourced to architects, engineers, or contractors.

Property inspection reports provided prior to starting work will be considered in the valuation. Reports provided after the valuation will not be considered without a new scope of work agreement.

Report Option and Format:

Yellow Book ASFA

The report option is based on the intended use, intended users, and other scope of work issues that result in the level of reporting needed.

Special Conditions:

None.

Appraisal Fee:

\$4,234

Engagement Letter Spring Warrior Site Page 4 of 16

Payment Terms:

It is unethical for an appraiser to accept an assignment, or to have a compensation arrangement for an assignment that is contingent on any of the following:

- 1. The reporting of a predetermined result (e.g. opinion of value).
- 2. A direction in assignment results that favors the cause of the client.
- 3. The amount of a value opinion.
- 4. The attainment of a stipulated result.
- 5. The occurrence of a subsequent event directly related to the appraiser's opinion and specific to assignment's purpose.¹

You may or may not agree with the value opinion expressed in our appraisal and your obligation to pay the agreed fee is not contingent on any of the items identified above.

Delivery Date:

Approximately 30 business days from authorization to proceed and receipt of any retainer and information that may be required.

Appraiser will use their best efforts to deliver the report no later than such date. Delivery of the report is contingent on timely receipt of information and documentation from Client and other parties. In the event of a delay beyond that date, Appraiser will inform Client as soon as reasonably practicable.

Hypothetical conditions, Special/Extraordinary assumptions: None known.

Engagement Letter Spring Warrior Site Page 5 of 16

Property Documentation

Client agrees to provide all requested documentation, if available. See **Attachment "A"** before beginning. work on this engagement. Client agrees to provide a copy of sales contract if property is under contract for sale. Delays in receipt of requested documentation may result in delay of delivery of the appraisal report within the estimated business days anticipated.

These documents include any listing, option, contract, or unsolicited offer over the past three years.

Sometimes, clients do not want to disclose the current contract and listing history. Clients can have legitimate reasons for not disclosing this information. Our standards require that we ask for this information, but you are not required to provide it. However, this can create post-appraisal complications for the client, if the results of the appraisal report raise questions for the client that could have been addressed during the valuation process, had that information been available.

This letter of engagement has our typical general assumptions and limiting conditions, as well as attachments A, B, and C that are also part of this scope of work:

Attachment A: Documentation Requested

Attachment B: Appraisal Services Agreement

Attachment C: Terms and Conditions

Your signature below, agreeing to the scope of work outlined in this letter of engagement and its attachments A. B. and C. is necessary before we begin our work.

Client: Taylor County BOCC	Firm: Ketcham Appraisal Group, Inc
Dated:	Dated:
Signature:	Signature:
Print name: Jamie English	Print name: Clay Ketcham
Title: Chairman	Title: Director, Ketcham Appraisal Group, Inc
Address: 201 E. Green St. Perry, FL 32347	Address: 1203 Thomasville Rd Tallahassee, FL 32303

General Assumptions & Limiting Conditions

This appraisal report has been made with the following general assumptions and limiting conditions:

- 1. No responsibility is assumed for the legal descriptions or for matters including legal or title considerations. Title is to the property and is assumed to be good and marketable unless otherwise stated.
- 2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
- 3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging the engineering studies that may be required to discover them.
- 7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
- 8. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
- 9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- 10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to the accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
- 12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the

field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is not such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

- 13. The subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act unless otherwise stated in this report. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
- 14. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
- 15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- 16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser and, in any event, only with proper written authorization and only in its entirety.
- 17. The appraiser herein by reason of this appraisal is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.
- 18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
- 19. Where the value of the various components of the property are shown separately, the value of each is segregated only as an aid to better estimating the value of the whole; the independent value of the various components may or may not be the market value of the component.

UNAPPARENT CONDITIONS

This appraisal and inspection are not a building inspection, structural conditions inspection, or any other type of inspection. The appraiser is not acting as a building inspector, structural engineer, or any inspector. In performing the limited view of this property, areas that were readily accessible were visually observed and the view is superficial only. We advise you to have the structure inspected by a qualified person that offers such warranted inspection.

Engagement Letter Spring Warrior Site Page 8 of 16

USE OF THE APPRAISAL

Possession of this report, or a copy thereof, does not carry the right of publication and it may not be used for any other purpose. Unauthorized printing, copying, duplication, or electronic storage of any part or in total of this report is prohibited.

Acceptance and use of this appraisal constitute acceptance of the General Assumptions and Limiting Conditions on which it was based. We assume that you are satisfied that there are no errors or omissions discovered if not brought to our attention within 10 days of receipt of this report. Our responsibilities are complete upon delivery and acceptance of the appraisal report.

If you use this report for any unintended use or present a copy to any unidentified third party or entity, you agree to indemnify and hold harmless and defend any action against us as a result of the distribution of the report for an unidentified use or unidentified third party user.

LEGAL MATTERS

The legal description (if used) in this report is assumed to be correct. However, it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments, overlapping, or other discrepancies.

Any sketches in the report are included to assist the reader in visualizing the property. We have not made a survey and assume no responsibility for any survey that may be presented.

If the property is appraised as an unencumbered fee simple estate, not used in violation of acceptable ordinances, statutes or other governmental regulations, we assume no responsibility for matters legal in nature and title to the property is assumed to be marketable.

All mortgages, liens, encumbrances, and leases have been disregarded unless specifically addressed in the appraisal report. The subject property is appraised as if under responsible ownership and competent management.

Our written reports are developed in a manner that represents the due diligence and care standard of the appraisal profession. Perfection is impossible to obtain, and competence does not require perfection. Appraisal is not a science; it is an art. Appraisals are simply opinions of value based on the appraiser's analysis of the property and data, not a fact to be found.

INFORMATION AND DATA

The information as to the description of the improvements, as well as any income and expense information of the property as submitted by the client for this appraisal or that has been obtained by our office, is considered to be accurate and reflects the subject condition as of the date of appraisal. We believe the information provided is authentic.

The information contained in this report, and information furnished by others, is not guaranteed. The data was gathered from reliable sources believed to be accurate. If data is discovered to be incomplete or inaccurately provided to us, the value opinion may be different.

(16)

(17)

(18)

years).

Attachment A

Documents requested (if applicable) prior to beginning work are listed as follows:

(1)	Any current contract for sale/purchase
(2)	Any contracts for sale/purchase that were not executed within the past three years
(3)	Any current or expired listings within the past three years
(4)	Terms and conditions of any purchase or sale of the property in the past three years
(5)	A legal description of the subject property, easements or restrictions, reservations.
(6)	A survey of the subject property.
(7)	A site plan for the development showing the location of all buildings.
(8)	Set of building plans, including site plan, floor plans, and elevations
(9)	Operating expense history for the property for the last three (3) years, or an anticipated operating budget.
(10)	Copies of all leases
(11)	Rent roll or lease abstract
(12)	A detailed breakdown of original construction costs for the building, including any recent additions (if within the past three years).
(13)	Copies of any environmental reports prepared on the subject property.
(14)	Copies of any deed restrictions, landowner agreements, or development agreements affecting the use of the subject property.
(15)	Copies of any special zoning ordinances or restrictions applicable to the subject property.

Details and cost of any major capital projects or repairs (within the past three

Any other information that you are aware of that would affect our opinion of value.

Copies or abstracts of any ground leases.

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Attachment B

APPRAISAL SERVICES AGREEMENT

July 20, 2023

Ketcham Appraisal Group, Inc 1203 Thomasville Rd Tallahassee, FL 32303

Jamie English Chairman Taylor County BOCC 201 E. Green St. Perry, FL 32347

Ketcham Appraisal Group ("Appraiser") is pleased to present this agreement for appraisal services to Taylor County ("Client"). Please sign and return a copy to accept these terms and conditions for the engagement. We look forward to being of service to you.

Client and Appraiser agree to the terms of engagement set forth below. This Appraisal Services Agreement and the Terms and Conditions ("Terms and Conditions"), which is attached hereto, shall be collectively referred to as the "Agreement". The parties agree that specific information about the property to be valued shall be agreed to by the parties in separate written Engagement Letter(s). Such Engagement Letter(s) are expressly incorporated herein by reference and are made part(s) of this Agreement.

When capitalized below, the term "Personnel" refers to any and all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.

- 1. Property Documentation. Client agrees to provide Appraiser with the documentation required and requested by the Appraiser to complete the appraisal. Delays in Appraiser's receipt of requested documentation may result in Appraiser being unable to deliver the appraisal report on the agreed-upon delivery date.
- 2. Appraisal Statements and Conditions. The appraisal performed under this Agreement will be subject to all statements, assumptions, limiting conditions and other conditions (collectively, "Appraisal Conditions") set forth in the appraisal report. Client agrees that Client will review the Appraisal Conditions upon receipt of the report and that Client's use of the appraisal will constitute acceptance of the Appraisal Conditions. The Appraisal Conditions shall be considered as being incorporated into and forming part of this agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal. Appraiser's anticipated Appraisal Conditions at this time are attached and incorporated into and form part of this Agreement. Additional Appraisal Conditions may be developed during performance of the appraisal and set forth in the report.

Engagement Letter Spring Warrior Site Page 11 of 16

3. Incorporation of Terms and Conditions for Appraisal Services and Reports. The Terms and Conditions, the Appraisal Services Agreement, and any Engagement Letters entered into pursuant to the Terms and Conditions and Appraisal Services Agreement forms material parts of this Agreement and are no less important than any other part. The Terms and Conditions also will be attached to and incorporated into Appraiser's report. As between Client and Appraiser, the following modifications of the Terms and Conditions for Appraisal Assignments shall apply:

None.

- 4. Confidentiality. Appraiser and its Personnel will comply with all duties of confidentiality imposed by applicable law and professional standards. Client agrees that Appraiser and its Personnel may disclose the appraisal report, assignment results and other information relating to the appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law, and as necessary for compliance with professional standards. Client consents to and authorizes Appraiser and its Personnel to disclose the appraisal report, assignment results and other information relating to the appraisal, including information which may be considered confidential under applicable professional standards, in response to threatened or actual legal or regulatory actions or for insurance coverage of such matters. Appraiser's duties of confidentiality to Client under applicable laws and professional standards shall continue following completion of Appraiser's services under this Agreement.
- 5. When Appraiser's Obligations Are Complete. Appraiser's obligations under this Agreement are complete when the appraisal report specified above has been delivered to Client. Appraiser agrees to be reasonably responsive to Client's legitimate inquiries regarding the contents of the report after delivery.
- 6. Withdrawal of Appraiser prior to Completion of Assignment. Appraiser may withdraw without penalty or liability from the assignment(s) contemplated under this Agreement before completion or reporting of the appraisal in the event that Appraiser determines, at Appraiser's sole discretion, that incomplete information was provided to Appraiser prior to the engagement, that Client or other parties have not or cannot provide Appraiser with documentation or information necessary to Appraiser's analysis or reporting, that conditions of the subject property render the original scope of work inappropriate, that Appraiser becomes aware that he or she lacks the competency needed for the assignment within the meaning of applicable professional standards, that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. Appraiser shall notify Client of such withdrawal in writing.
- 7. Cancellation of Assignment by Client. Client may cancel this Agreement at any time prior to Appraiser's delivery of the appraisal report upon written notification to Appraiser. Client shall pay Appraiser for work completed on the assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

- 8. Services Not Provided. The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply do not include meetings with persons other than Client, Client's Personnel or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement or in a separate written agreement.
- 9. Testimony in Court or Other Proceedings. Unless otherwise stated in this Agreement, Client agrees that Appraiser's engagement pursuant to this Agreement does not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.
- **10. Designation as an Expert Witness.** Unless otherwise stated in this Agreement, Client will not designate or disclose Appraiser or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Appraiser.
- 11. Entire Agreement. This Agreement, its attachments, and the terms of any Engagement Letters entered into pursuant to the terms of this Agreement, set forth the entire agreement of the parties with respect to the services described herein. Other than such materials that are incorporated expressly into this Agreement, no other agreement, statement, or promise made on or before the date this Agreement became effective, oral or otherwise, will be binding on the parties.
- **12. Modifications.** This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
- 13. Assignment. Neither party may assign this Agreement, or any rights or claims under this Agreement, to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted successors and assigns. An assignment of this Agreement, with permission or otherwise, shall not constitute an assignment or readdressing of any completed appraisal to a different client (within the meaning of Appraiser's applicable professional standards) than stated in the report nor result in any obligation of Appraiser to readdress a report to a different client.
- **14. Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.
- 15. Governing Law and Jurisdiction. This Agreement and any dispute between Client and Appraiser shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. Client and Appraiser agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction or venue of said court.

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- 16. Notices. Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.
- 17. Client's Duty to Indemnify Appraiser. Client agrees to defend, indemnify and hold harmless Appraiser from any damages, claims, demands, causes of action, liabilities losses or expenses of whatsoever kind or nature, including attorneys' fees and litigation expenses at trial or on appeal, arising from or relating to allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.
- 18. Client's Representations and Warranties. Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.
- 19. Signature and Copies. A signature on a copy of this Agreement received by facsimile, by email or in digital form is binding upon the parties as an original. The parties shall treat a photocopy of such facsimile or printout of the emailed or digital form as a duplicate original.
- **20. Expiration.** This Agreement is legally binding only if signed by both Appraiser and Client within 15 days of the date appearing on the first page.

Attachment C

TERMS AND CONDITIONS

Acceptance and Applicability. These Terms and Conditions for Appraisal Services and Reports ("Terms and Conditions") shall apply to any appraisal reports, contracts, letters of engagement, or orders into which they are incorporated. In addition, with respect to any appraisal report, any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by Appraiser, constitutes acceptance of these Terms and Conditions as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the appraisal report. An Appraisal Services Agreement may contain different provisions than stated in this document but such different provisions shall only apply between Client and Appraiser/Firm, unless the Appraisal Services Agreement expressly states otherwise.

Definitions. In these Terms and Conditions:

"Appraisal Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically or through a web portal;

"Client" means a party identified expressly as a client in an Appraisal Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report;

"Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report, and

"Firm" means any business entity employing the Appraiser or of which the Appraiser is a partner, owner, shareholder, member, officer, director or independent contractor, and includes the other employees, partners, owners, shareholders, members, officers, directors or independent contractors of any such entity.

Intended Users. Appraiser will identify one or more "intended users" of the appraisal in the report, either by name or type of user. The purpose of this identification is for Appraiser to determine the appropriate reporting of the appraisal in a manner that is clear and understandable to the identified intended user(s). It is not an acknowledgement by Appraiser that Appraiser knows or expects a party to use or rely on the appraisal. Neither Appraiser nor Firm is responsible to parties who are not identified as intended users or for uses not identified as intended uses.

Appraiser Independence. As required by law and professional standards, Appraiser's performance of the appraisal is independent, impartial and objective. Accordingly, Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount and cannot ensure that the opinion of value will serve to facilitate any specific objective of Client or others or advance any particular cause.

Engagement Letter Spring Warrior Site Page 15 of 16

Unauthorized Use or Publication. No part of the appraisal report or the Appraiser's opinions or conclusions may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Appraiser's prior written authorization. Any party who publishes or uses the report or Appraiser's work product without such authorization or who provides the report or Appraiser's work product for such unauthorized use or publication agrees to indemnify and hold Appraiser and Firm harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.

No Third Party Beneficiaries of the Appraisal Services Agreement. Unless identified expressly in the agreement, there are no third party beneficiaries of any Appraisal Services Agreement pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does not mean that the party is a third party beneficiary of the Appraisal Services Agreement.

Appraiser Not Responsible for Certain Conditions. Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, Appraiser shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations and other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise.

Maximum Time Period for Legal Actions. Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or Appraisal Services Agreement shall be filed in Leon County court within one (1) year from the date of delivery to Client of the appraisal report to which the claims or causes of action relate. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.

Limitations of Liability and Assignment of Claims. Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations. If any conditions are not appropriate for a particular assignment, they may be negotiated, but the modification must be in writing and signed by the parties subject to the modification.

a. Limitations of Liability. To the fullest extent permitted by applicable law, the maximum monetary liability of Appraiser, Firm or Client to one another or to any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) for any and all claims or causes of action relating to the appraisal or Appraisal Services Agreement shall be limited to

Engagement Letter Spring Warrior Site Page 16 of 16

"the total compensation actually received by Appraiser for the appraisal or other services that are the subject of the claim"

This limitation of liability extends to all types of claims and causes of action, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or Appraiser's work product or (ii) claims/causes of action by Appraiser or Firm for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Appraiser, plus applicable interest and late charges).

b. No Special or Consequential Damages. No Appraiser, Firm nor Client shall be liable to one another or to any third party for special or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, regardless of whether arising from negligence or breach of the Appraisal Services Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.

No Assignment of Claims. Legal claims or causes of action relating to the appraisal or Appraisal Services Agreement are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or

(iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.

Subpoenas and Testimony. In the event that Appraiser or Firm is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or Appraiser's services, whether in court, deposition, arbitration or any other proceeding, the party seeking such testimony or documents agrees to compensate Appraiser or Firm, as applicable, for the reasonable time incurred in connection with preparation for and provision of such testimony and/or documents at Appraiser's rates in effect at that time and reimburse reasonable actual expenses.

Severability. If any provision of these Terms and Conditions is held, in whole or part, to be unenforceable or invalid for any reason, the remainder of that provision and the remainder of the entire Terms and Conditions will be severable and remain in effect.

Conflict with Appraisal Services Agreement. If any of these Terms and Conditions conflict with an Appraisal Services Agreement, the terms and conditions of the Appraisal Services Agreement shall control but only as between Client and Appraiser/Firm, unless the Appraisal Services Agreement expressly states otherwise.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the draft ranking list of approved participants of the State of Florida Department of Economic Opportunity Small Cities Community Development Block Grant (CDBG) for housing rehabilitation.

MEETING DATE REQUESTED:

August 7, 2023

Statement of Issue:

Board to approve the draft ranking list of approved participants of the State of Florida Department of **Economic Opportunity Small Cities Community** Development Block Grant (CDBG) for housing

rehabilitation.

Recommended Action: Approve the draft ranking list.

Fiscal Impact:

The County has been awarded a grant in the amount of

\$750,000 and will provide a match of \$50,000 with SHIP

funds.

Submitted By:

Melody Cox, Grant Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded a grant in the amount of \$750,000 through the CDBG Program which will be used for the rehabilitation of homes in the unincorporated areas

of Taylor County. The funds can be used for the

rehabilitation of existing site-built homes, demolition and

new construction of existing site-built homes, and demolition and new construction for existing mobile homes. The funds cannot be used for homes located in a designated flood zone. The County is required to approve the draft ranking list for the approved participants before

obtaining bids for the projects.

Attachments:

Draft ranking list provided by Guardian CRM, Inc.

FINAL RANKING	Application Received		Applicant Name	Address	Phone Numbers	Email	Household Composition	Income Classification	initial Rankir	g Age 62+	Disability	Vetran
1	5/17/2023	3:36pm (Christopher Davis	16481 Schoolhouse Rd., Salem, FL 32356	850-843-2929 : 850-838-6670	spooned1964@gmail.com	3	30	6 5	0	1	0
2	5/23/2023	9:48am	Joylyn Tuten	2780 Kelly Grade, Perry FL 32348	229-672-7497	joylyntuten@gmail.com	1	30	6 6	0	1	0
3	6/22/2022	9:18am	Lessie Land	6749 S Red Padgett Rd. Perry FL 32348	850-843-8027/850-838-3500	leettaland@gmail.com	4	30	6 1	0	0	0
4	8/18/2022	11:30am	Brenda Jacobs	4480 Coote Sadler Rd. Perry FL 32347	850-584-3688	flo55199@gmail.com	1	50	6 2	1	0	0
5	3/30/2023	2:10pm	Amber Schubert	12939 US 19 N Greenville FL 32331	478-456-6816	aschubert1989@yahoo.com	3	50	6 4	0	0	0
6	8/25/2022	10:28am	Tina McMillan	5606 Smith Rd Perry FL 32348	850-295-0445	NA	2	80	6 3	1	0	0

Ineligible

In Incorporated Perry	Sheila Habbord	125 Poppell Dr. Perry FL 32348	850-295-0694/850-295-3843	sheilahabbord87@gmall.com
over Income	Noretta Sheffield	2267 Johnson Stripling Rd. Perry FL 32347	850-584-9392/850-843-0418	NA NA
over Income	Ronald Cannon	11227 N US Hwy 19 Greenville FL 32331	850-556-8656	Jessicacannon29@yahoo.com
over income	Rosemarie Sanchez	4558 Waldo Circle Perry FL 32348	850-838-6794	mijafi@yahoo.com



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Florida Department of **Transportation Public Transportation Amendment to Grant** Agreement, Financial Project # 436767-1-94-24 and Resolution for the Design & Rehab of Runway 12/30, Lighting and Signage project. The grant amount is being increased \$500,000 from \$3,025,321 to \$3,525,321.

MEETING DATE REQUESTED:

August 7, 2023

Statement of Issue:

Board to review and approve the Amendment to FDOT Grant Agreement and required Resolution for the Perry-Foley Airport Design and Rehab of Runway 12/30, Lighting and Signage - Additional Funding. The original Grant Agreement was executed April 28, 2020. The Amendment

increases the grant amount \$500,000.

Recommended Action:

Approve the FDOT Grant Agreement and Resolution.

Fiscal Impact:

The Amendment increases the Grant Agreement amount to \$3,525,321, an increase of \$500,000. NO match is required by the County as we requested and received a Rural Economic Development Initiative (REDI) waiver.

Budgeted Expense:

Yes. The project will be 100% grant funded.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FDOT will fund the entire cost of the project. Runway 12/30 is the Airport's secondary runway and is not eligible for FAA funding. The Grant will fund all costs of the project as per Exhibit A of the Amendment.

Attachments:

FDOT Public Transportation Grant Agreement and

Resolution

Form 725-000-03 STRATEGIC DEVELOPMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (tiem-segment-phase-sequence) 436767-1-94-24		Fund(s):	DDR,DPTO	FLAIR Category:	088719	
		Work Activity Code/Function:	215	Object Code:	751000	
		Federal Number/Federal Award		Org. Code:	55022020228	
		Identification Number (FAIN) - Transit only:		Vendor Number:	VF596000879004	
Contract Number:	G1L34	Federal Award Date:		Amendment No.:	3	
CFDA Number:	N/A	SAM/UEI Number:			_	
CFDA Title:	N/A					
CSFA Number:	55.004					
CSFA Title:	Aviation G	rant Program				
				·		
into on		E PUBLIC TRANSPORTATION GRANT AC , by and between the county, ("Agency"),collectively referred to a	he State of Fl	orida, Departmen		
into on		, by and between t	he State of Fl	orida, Departmen		

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

- 1. Amendment Description. The project is amended Perry-Foley Airport Design & Rehab R/W 12-30, Lighting & Signage- Additional Funding. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.
- 2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

	<u>X</u>	Aviation
		Seaports
		Transit
		Intermodal
		Rail Crossing Closure
	_	Match to Direct Federal Funding (Aviation or Transit)
	_	(Note: Section 15 and Exhibit G do not apply to federally matched funding)
	_	Other
3.	Exhib	its. The following Exhibits are updated, attached, and incorporated into this Agreement:
	X	Exhibit A: Project Description and Responsibilities
	X	Exhibit B: Schedule of Financial Assistance
	_	*Exhibit B1: Deferred Reimbursement Financial Provisions
	_	*Exhibit B2: Advance Payment Financial Provisions
		*Exhibit C: Terms and Conditions of Construction
	$\overline{\underline{x}}$	Exhibit D: Agency Resolution
	_	Exhibit E: Program Specific Terms and Conditions
	_	Exhibit F: Contract Payment Requirements
	$\bar{\mathbf{x}}$	*Exhibit G: Financial Assistance (Single Audit Act)

Form 725-000-03 STRATEGIC DEVELOPMENT OGC 4/25/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **PUBLIC TRANSPORTATION** AMENDMENT TO THE PUBLIC TRANSPORTATION **GRANT AGREEMENT**

			irements for Awards of Federal Financial Assistance of Disbursement of Payment to Vehicle and/or Equipment Vendor
4.		t Cost. timated total cost of the the project to <u>\$3,525,32</u>	Project is \underline{X} increased/ decreased by $\underline{\$500,000}$ bringing the revised total 1.
	particip	ate in the Project cost	is \underline{X} increased/ decreased by $\underline{\$500,000}$. The Department agrees to up to the maximum amount of $\underline{\$3,525,321}$, and, additionally the Department's I not exceed $\underline{100.00}\%$ of the total eligible cost of the Project.
		fied, amended, or chang ereto shall remain in ful	ged by this Amendment, all of the terms and conditions of the Agreement and any I force and effect.
N WIT	NESS W	VHEREOF, the Parties h	nave executed this Amendment on the day and year written above.
AGEN	ICY Tay	lor County	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
		English an	By: Name: <u>James M. Knight, P.E.</u> Title: <u>Urban Planning and Modal Administrator</u>
			STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION Legal Review:

EXHIBIT A

Project Description and Responsibilities

- A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Perry-Foley APT Design & Rehab R/W 12-30. (REDI Project)
- B. Project Location (limits, city, county, map): Perry-Foley Airport/Perry, FL/Taylor
- **C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Runway 12-30 Rehabilitation, Lighting & Signage: Adding Additional Funding As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, the survey and geotechnical costs, construction inspection and material testing costs, mobilization and demobilization, permitting, drainage, pavement demolition, surface course improvements (such as concrete or concrete R/W end replacement, asphalt, rejuvenators, or sealants), joint construction, runway grooving, pavement markings and striping, airfield lighting and signage improvements, recalculation of the pavement PCN, updating the new PCN numbers on the FAA Form 5010 and the FAD, sodding, and safety barricades, including all materials, equipment, labor, and incidentals required to complete the runway project. The Sponsor will comply with Aviation Program Assurances.
- D. Deliverable(s): Perry-Foley APT Design & Rehab R/W 12-30. (REDI Project)

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

- E. Unallowable Costs (including but not limited to):
- F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

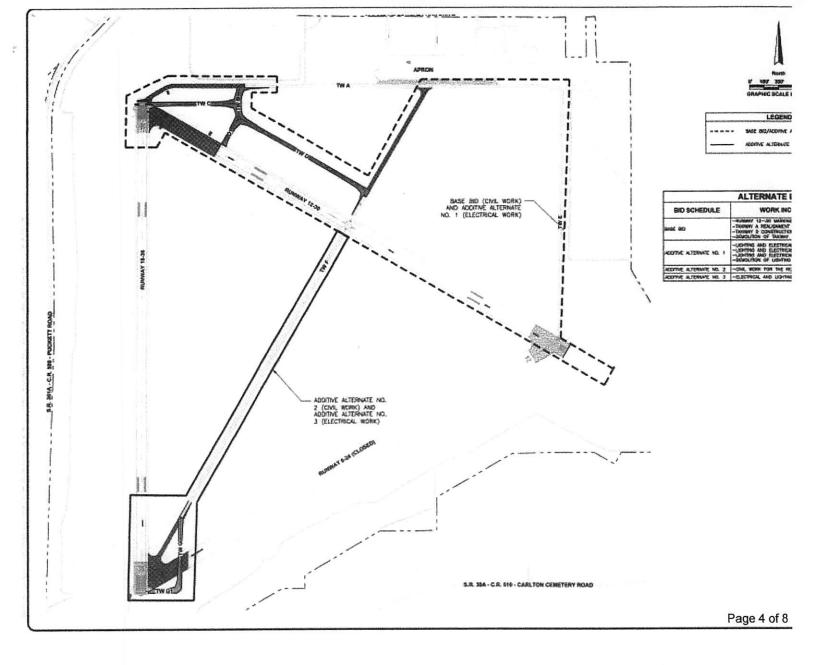


EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ GFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
436767-1-94-24	DDR	088719	2020	751000	55.004	Aviation Grant Program	\$250,000.00
436767-1-94-24	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$2,290,578.00
436767-1- 94- 24	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$9,422.00
436767-1-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$500,000.00
436767-1- 94- 24	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$273,263.00
436767-1-94-24	DPTO	088719	2022	751000	55.004	Aviation Grant Program	\$202,058.00
			Ţo	tal Financial	Assistance		- \$3 525 82 M

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$3,525,321.00	\$0.00	\$0.00	\$3,525,321.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$3,525,321,00	\$0:00	\$0.00	\$3,525,321.00			Maria de la compansión de

^{*}Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity
Line Item (ALI) (Transit Only)

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 4/25/2023

Signature	Date
Signature	

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 4/25/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

*Award Amount: \$3,525,321

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS **AGREEMENT:**

for **CSFA** Number 55.004 provided at: Compliance Requirements are State **Project** https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court 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

Upon motion of Commissioner	with second by Commissioner
and a vote of	the Board of Taylor County Board of County
Commissioners, adopt the following resolution:	

RESOLUTION

WHEREAS, The Taylor County Board of Commissioners, and the State of Florida

Department of Transportation (FDOT) have determined it to be in their mutual interest to facilitate the development of the herein described project at the Perry Foley Airport, to wit:

PERRY FOLEY AIRPORT Design & Rehab R/W 12-30, Lighting & Signage
AMENDMENT to Grant Agreement for
Financial Management Project No: 436767-1-94-24

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$3,525,321, FDOT will be funding a maximum of \$3,525,3210 as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement.

NOW THEREFORE, be it resolved, as follows:

- The TAYLOR COUNTY BOARD OF COMMISSIONERS confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation;
- 2. Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI);
- 3. The Chairman, Jamie English, or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
- 4. The Chairman, Jamie English, or his authorized designee, is herein specifically authorized to enter in to and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 7th day of August, 2023 in Regular Session by the **Taylor County** Board of Commissioners.

Board of County Commissioners Taylor County, Florida

By:		
	Jamie English,	Chairperson

Attest:	2 27 200		
Gary	Knowles,	Clerk	



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Florida Department of Transportation Public Transportation Grant Agreement, Financial Project # 441953-2-94-24 and Resolution for the Perry Foley Airport Design and Construction of High Mast Lights near the Airport Apron area.

MEETING DATE REQUESTED:

August 7, 2023

Statement of Issue:

Board to review and approve the FDOT Grant Agreement and required Resolution for the Design and Construction of High Mast Lighting near the Airport Apron area.

Recommended Action: Approve the FDOT Grant Agreement and Resolution.

Fiscal Impact:

The Grant Agreement is in the amount of \$37,2220 with with NO match required by the County as we requested and received a Rural Economic Development Initiative (REDI) waiver.

Budgeted Expense:

Yes. The project will be 100% grant funded with FAA and

FDOT grant funding.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT grant will fund the design of the High Mast Lighting project as well as 10% of the estimated cost of the

actual construction and installation of the lighting.

FAA will fund the remainder of the cost of the project. The County was recently awarded and executed an FAA grant in the amount of \$52,380 for the design. The design only

portion of the project is \$57,618.

Attachments:

FDOT Public Transportation Grant Agreement and

Resolution



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court 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

Upon motion of Commissioner	with second by Commissioner
and a vote of	the Board of Taylor County Board of County
Commissioners, adopt the following resolution:	

RESOLUTION

WHEREAS, The Taylor County Board of Commissioners, and the State of Florida

Department of Transportation (FDOT) have determined it to be in their mutual interest to facilitate the development of the herein described project at the Perry Foley Airport, to wit:

Design & Construction of High Mast Lighting around the GA Apron at
Perry-Foley Airport
Financial Project No: 441953-2-94-24

WHEREAS, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$372,222 and , FDOT will be funding a maximum of \$37,222 and the Federal Aviation Administration (FAA) is funding the remainder of the project cost as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI) pursuant to Florida Statute 288.0656; and;

WHEREAS, both parties now wish to formalize the arrangement in the form of a Public Transportation Grant Agreement.

NOW THEREFORE, be it resolved, as follows:

- The TAYLOR COUNTY BOARD OF COMMISSIONERS confirms its desire to enter into a Public Transportation Grant Agreement with the State of Florida Department of Transportation:
- 2. Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI): (\$37,222 FDOT & \$335,000 FAA)
- 3. The Chairman, Jamie English or his authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
- 4. The Chairman, Jamie English or his authorized designee, is herein specifically authorized to enter in to and sign such documents as may be necessary, including the referenced Public Transportation Grant Agreement with the State of Florida Department of Transportation

WITNESSETH: Adopted the 7th day of August 2023 in Regular Session by the *Taylor County Board of Commissioners*.

Board of County Commissioners Taylor County, Florida

Ву:	
	Jamie English, Chairperson

Attest:			
_	V	Clark	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **PUBLIC TRANSPORTATION**

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 4/25/2023

GRANT AGREEMENT

Financial Project Number(s): item-segment-phase-sequence)			Fund(s):	DPTO	FLAIR Category:	088719
•	53-2-94-24		Work Activity Code/Function:	215	Object Code:	740100
			Federal Number/Federal Award Identification Number (FAIN) - Transit only:	N/A	Org. Code: Vendor Number:	5502202022 VF59600087
Contr	ract Number:		Federal Award Date:	N/A	vendoi Number.	VF3900000
	A Number:	N/A	_ Agency SAM/UEI Number:			_
	A Title:	N/A				
	SFA Number: N/A SFA Title: N/A					
JOI 7	~ 110e.	INA				
TH			SPORTATION GRANT AGREEMENT, by and between the State of County, ("Agency"). The Department and	f Florida, De	partment of Trans	sportation,
			" and collectively as the "Parties."	.		
NC	W THERE	FORE in c	onsideration of the mutual benefits to be	derived from	m ioint particinati	on on the
	•	•	o the following:		jo parao.paa	•·· •·· •··
_	Acthorite	The Asses	why Bassiutian or other form of official a	thorization	a aany af which is	n attached
1.			y, by Resolution or other form of official at cy Resolution and made a part of this A			
			at on its behalf. The Department has the a			
			er into this Agreement.		·	,
•	D.,	£ A	The number of this Agreement is to pr	wide for the	Donarimonto nor	tioination
2.			nt. The purpose of this Agreement is to pro uction of High Mast Lights around the GA			
			for and has requested a Rural Economic D			
	pursuant to	Florida Sta	tute 288.0656., as further described in Ext	nibit "A", Pro	oject Description	n and
			ched and incorporated into this Agreement			
			the Agency, state the terms and conditions th the manner in which the Project will be			s will be
	•		•		•	
3.			entification purposes only, this Agreement is below (select all programs that apply):	s implemente	ed as part of the D	epartment
	b.og.a	Aviation	(co.co. a p. og. a a. a. a.p., y,			
		Seaports				
	 ·	Transit				
		Intermoda				
	=		sing Closure			
	$\overline{\mathbf{x}}$		Direct Federal Funding (Aviation or Trans		£	
		Other	tion 15 and Exhibit G do not apply to federa	ally matched	tunaing)	
4.	Exhibits.	The following	g Exhibits are attached and incorporated in	to this Agree	ment:	
	<u>X</u> <u>X</u>		Project Description and Responsibilities			
	<u>X</u>		Schedule of Financial Assistance	iniona		
	_		I: Deferred Reimbursement Financial Prov2: Advance Payment Financial Provisions	1510115		
			2: Advance Payment Financial Flovisions 3: Alternative Advanced Pay (Transit Bus F	rogram)		
	\overline{x}		Terms and Conditions of Construction	· · · · /		
	X	Exhibit D:	Agency Resolution		•	
	X X X X	Exhibit E:	Program Specific Terms and Conditions			
	Ÿ	Exhibit F:	Contract Payment Requirements			

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 4/25/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

	*Exhibit G: Audit Requirements for Awards of State Financial Assistance
_	*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
_	*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
_	*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

- 5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- 6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
 - a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
 - a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - **b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$372,222. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$37,222 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance.
- b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Modifications to the deliverables in Exhibit "A", Project Description and Responsibilities requires a formal written amendment.
- c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel Expenses. The selected provision below is controlling regarding travel expenses:
 - X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

- j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.
- k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- I. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", Project

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities**.

- 11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
 - a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way. In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - **ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. __If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. _ If this box is checked, then the Agency is permitted to utilize **Indirect Costs:** Reimbursement for Indirect Program Expenses (select one):
 - i. __Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. __Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", Schedule of Financial Assistance, or that is not consistent with the Project description and scope of services contained in Exhibit "A", Project Description and Responsibilities must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- **13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:
 - a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- **b.** If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.
- 15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- **b.** The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F - Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F - Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a audit exemption statement the Department single to FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F - Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F Audit Requirements.

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department:
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- **b.** The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

- In the event the Agency meets the audit threshold requirements established by i. Section 215.97, Florida Statutes, the Agency must have a State single or projectspecific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes: applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "G", Audit Requirements for Awards of State Financial Assistance, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0405 FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General Local Government Audits/342 111 West Madison Street, Room 401 Tallahassee, FL 32399-1450 Email: <u>flaudgen_localgovt@aud.state.fl.us</u>

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.
- **16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28. Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida. Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage

described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad rightof-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility-shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

- d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION		
Ву:		
Name: James M. Knight, P.E.		
itle: <u>Urban Planning and Modal Administrator</u>		
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION .egal Review:		

EXHIBIT A

Project Description and Responsibilities

- A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct Apron High Mast Lights
- B. Project Location (limits, city, county, map): Perry-Foley Airport/Perry, FL/Taylor
- C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Install High Mast Lights around the GA Apron: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, high mast lighting to include electrical, panels, switches, conduit. cable, poles and LED lights and utilities, including all materials, equipment, labor, and incidentals to install these high mast lighting poles. The Sponsor will comply with Aviation Program Assurances.
- D. Deliverable(s): Design & Construct Apron High Mast Lights

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

- E. Unallowable Costs (including but not limited to):
- F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Legend **Untitled Map RDS Manuf** Write a description for your map. Taylor Cour Taylor Cour High Mast Light 4 High Mast Light 3 High Mast Light 6 High Mast Light 5 High Mast Light 2 High Mast Light 1

Google Earth

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Scope Code and/or Activity

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
441953-2-94-24	DPTO	088719	8719 2024 740100 N/A		N/A	\$37,222.00	
441953-2-94-24	FAA	088719	2024	740100	N/A	N/A	\$335,000.00
			То	tal Financial	Assistance		\$372,222.00

B. Estimate of Project Costs by Grant Phase:

evidencing the methodology used and the conclusions reached.

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$37,222.00	\$0.00	\$335,000.00	\$372,222.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$37,222.00	\$0.00	\$335,000.00	\$372,222.00			

^{*}Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

L	ine Item (ALI) (Transit Only)
	BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
	I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be

allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file

Donna Whitney

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

- 1. Design and Construction Standards and Required Approvals.
 - a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
 - b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, <u>Donna Whitney (email: donna.whitney@dot.state.fl.us)</u> or from an appointed designee. <u>Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.</u>
 - c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
 - d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
 - e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
 - f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- 2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:
 - a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- **d.** The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- **g.** The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- I. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- **n.** The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. Engineer's Certification of Compliance. The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and ________

PROJECT DESCRIPTION:		
DEPARTMENT CONTRACT NO.:		
FINANCIAL MANAGEMENT NO.:		
certifies that all work which originally re compliance with the Project construction approved plans, a list of all deviation deviation, will be attached to this Certifi	equired certification by a Profes on plans and specifications. If a is, along with an explanation the fication. Also, with submittal of the	tion Grant Agreement, the undersigned sional Engineer has been completed in my deviations have been made from the nat justifies the reason to accept each is certification, the Agency shall furnish artment's Right of Way certified by the
	Ву:	, P.E.
SEAL:	Name:	
	Date:	

Form 725-000-02 STRATEGIC DEVELOPMENT OGC 4/25/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

EXHIBIT D AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION AVIATION PROGRAM ASSURANCES

A. General.

- 1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
- 2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
- 3. The Agency shall comply with the assurances as specified in this Agreement.
- 4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
- 5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
- 6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
- 7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
- 8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
- **9.** Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
- 10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

- 1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. Florida Statutes (F.S.)
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook
- 2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

- 1. Legal Authority. The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority. The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.
- **D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- **a.** The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- **b.** For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- **b.** The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- **b.** The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - The boundaries of the airport and all proposed additions thereto, together with the boundaries of all
 offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.
- 9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- **b.** If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- **b.** The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- **b.** Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- **b.** If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- **b.** The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.
- 19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- **b.** Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.
- 21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:
 - a. Execute the project per the approved project narrative or with approved modifications.
 - **b.** Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
 - c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
 - **d.** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
 - e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- 22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:
 - a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.
 - b. Administration. Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
 - c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
 - d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
 - e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
 - f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
 - for land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

- a. Project Certifications. Certify Project compliances, including:
 - 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
 - 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 3) Completed construction complies with all applicable local building codes.
 - 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.
- b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
 - 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
 - 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
 - 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
 - 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- c. Inspection and Approval. The Agency assures that:
 - 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
 - 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
 - 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.
- d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
- b. Private Agreements. For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF REVISED CERTIFICATE OF PUBLIC CONVEYENCE AND NECESSITY (COPCN) FOR RG AMBULANCE SERVICE, INC., DBA CENTURY AMBULANCE SERVICE, INC.

MEETING DATE REQUESTED:

AUGUST 7, 2023

Statement of Issue:

TO TRANSFER COPCN AND CONTINUE EMERGENCY MEDICAL SERVICES TRANSPORTS IN TAYLOR COUNTY.

Recommended Action:

APPROVE COPCN

Fiscal Impact:

NONE

Budgeted Expense:

YES

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

(850) 838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY HAS BEEN NOTIFIED THAT CENTURY AMBULANCE SERVICE, INC. IS IN THE PROCESS OF BEING PURCHASED FROM COVALENT HEALTH, THE CURRENT PARENT COMPANY BY RG AMBULANCE SERVICE, INC. AND WILL CONTINUE TO DO BUSINESS AS CENTURY AMBULANCE SERVICE.

PER THE CONTRACTUAL AGREEMENT BETWEEN CENTURY AMBULANCE SERVICE, INC. THE COUNTY MAY APPROVE A CHANGE IN OWNERSHIP AS FOLLOWS:

1. Assignment

The Contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and. at the option of the County shall not convey any rights to the assignee.

LaWanda Pemberton

From:

Karen Robeson < Karen.Robeson@CenturyAmb.com>

Sent:

Monday, July 10, 2023 11:50 AM

To:

LaWanda Pemberton

Subject:

Century Ambulance Service COPCN

Attachments:

Taylor County COPCN.pdf

Importance:

High

Good morning,

I need to inform you that Century Ambulance Service is in the process of being purchased by RG Ambulance Service, Inc. out of South Florida. This is a very positive move for Century Ambulance Service and we are super excited at the many opportunities this will afford us under the new ownership.

During the transaction process, I will need to have the name updated on the current COPCN from Century Ambulance Service, Inc. to RG Ambulance Service, Inc. DBA Century Ambulance Service, Inc.

Please let me know what the process is to get this completed and I appreciate your assistance in getting this done.

Thank you,

Karen C. Robeson

Director of Business Development Century Ambulance Service. Inc. O: 904,356.2828 I M:904.545.3611



NOTE: The information contained in (and attached to) this e-mail is intended only for the personal and confidential use of the designated recipient(s) named above. The information may contain confidential or proprietary information and as such is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you received this communication in error, please notify us immediately by reply e-mail, and delete the original message (including attachments). Thank you.

EMERGENCY MEDICAL SERVICES CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Chapter 401, Florida Statutes, Part III, Section 401.25, provides for licensure by the State of Florida Department of Health of entities providing basic life support or advanced life support transportation services; and

WHEREAS, Chapter 401, Florida Statutes, Part III, subsection 401.25(2)(d), provides that a condition precedent to such licensure is a Certificate of Public Convenience and Necessity from each county in which the applicant will operate; and

WHEREAS, RG AMBULANCE SERVICE, INC. DBA CENTURY AMBULANCE SERVICE, INC. ("Century"), shall provide emergency medical services, ambulance, and medical transportation services for the citizens of Taylor County, Florida; and

WHEREAS, need has been demonstrated for Century to provide these essential services to the citizens of this County; and

WHEREAS, Century has indicated that it shall comply with all requirements of Chapter 401, Florida Statutes, Part III;

NOW THEREFORE, the Board of County Commissioners of Taylor County hereby CERTIFIES that public convenience and necessity will be served by CENTURY AMBULANCE SERVICE, INC., providing emergency medical services, ALS response to all EMS calls, ambulance and medical transportation services within Taylor County, effective September 14, 2023 as an additional provider to Taylor County. Once an agreement is made between Taylor County and Century, Century will be the sole provider of Emergent, Non-Emergent Ambulance and EMS standby services. This certificate will expire upon expiration or termination of the contractual agreement for county wide ambulance service with Taylor County Board of County Commissioners.

APPROVED BY THE TAYLOR COUNTY BOARD OF	COUNTY COMMISSIONERS this 7th day of August, 2023.
Gary Knowles, Clerk of Courts	Jamie English, Chairperson

EMERGENCY MEDICAL SERVICES CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Chapter 401. Florida Statutes. Part III, Section 401.25, provides for licensure by the State of Florida Department of Health of entities providing basic life support or advanced life support transportation services; and

WHEREAS, Chapter 401. Florida Statutes. Part III. subsection 401.25(2)(d), provides that a condition precedent to such licensure is a Certificate of Public Convenience and Necessity from each county in which the applicant will operate: and

WHEREAS, CENTURY AMBULANCE SERVICE, INC. ("Century"). shall provide emergency medical services, ambulance, and medical transportation services for the citizens of Taylor County. Florida: and

WHEREAS, need has been demonstrated for Century to provide these essential services to the citizens of this County; and

WHEREAS, Century has indicated that it shall comply with all requirements of Chapter 401, Florida Statutes, Part III:

NOW THEREFORE, the Board of County Commissioners of Taylor County hereby CERTIFIES that public convenience and necessity will be served by CENTURY AMBULANCE SERVICE, INC., providing emergency medical services. ALS response to all EMS calls, ambulance and medical transportation services within Taylor County, effective December 8, 2020 as an additional provider to Taylor County. Once an agreement is made between Taylor County and Century, Century will be the sole provider of Emergent, Non-Emergent Ambulance and EMS standby services. This certificate will expire upon expiration or termination of the contractual agreement for county wide ambulance service with Taylor County Board of County Commissioners.

APPROVED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS this 7th day of December, 2020.

Gary Knowles, Clerk ad Interin-

Thomas Demos, Chairperson



Company Profile and Experience

Present a brief overview of the contractor's history and organization that includes the name of the contractor's contact person, telephone, fax number, and email address.

RG Ambulance Service, Inc. (RG) is a South Florida based, family-owned and operated medical transportation Company. RG has grown exponentially over the past two (2) decades in Florida, and currently operates in twenty-eight (28) Florida Counties. RG will provide a "one-stop-shop" transportation solution for Taylor County, offering significant experience, qualitative performance record, and the technological components needed to provide the best service to the residents of Taylor County. Specifically, RG has extensive experience servicing the largest hospital organizations in Florida. In fact, aside from private accounts, with references like Baptist Health Systems, UF Health, Memorial HealthCare, Broward Health, and Hospital Corporations of America (HCA) and others, RG serves as the leading medical transportation services provider throughout the State of Florida.

RG Ambulance Service and its affiliates employ over nine hundred (900) employees in the State of Florida, 190 of which serve Northern Florida. The Northern Florida Operation has the capability to deploy in excess of 50 vehicles per day. In the event of disaster Century Ambulance Service has the capability of drawing on other RG Ambulance operations throughout the state for additional resources. These factors ensure that we never have a disruption of service and significantly demonstrate back up ability.

Century Ambulance Service was founded in May, 1981 and has grown to be the largest ambulance provider in the Northern part of the State of Florida. Century Ambulance Service is currently licensed to operate ambulance and nonmedical transportation in twenty-eight (28) Florida counties and transport over 1,200 patients every day in Florida.

Providing quality ambulance transportation services is not only Century's specialty, but quite frankly, our passion. Century Ambulance Service specializes



in providing urgent/non-urgent transportation ambulance services, including but not limited to Advance Life Support (ALS) ambulance services, Basic Life Support (BLS) ambulance services, Critical Care Transportation (CCT) ambulatory, wheelchairs, and stretchers, twenty-four (24) hours a day, Monday through Sunday. Century Ambulance Service is uniquely qualified to exceed all of the service requirements and deliverables set forth in the information request of the COPCN transfer, and has all the requisite experience, qualifications, certifications, insurance, personnel, vehicles, equipment, and personnel requirements delineated in Agreement for Ambulance and Emergency and Non-Emergency Medical Services to service this Contract. Further, as evidenced by our existing business relationships, Century Ambulance Service operates in strict accordance with all applicable Federal, State, and County laws, ordinances, regulations, and administrative codes governing medical transportation services.

RG Ambulance Service, Inc. is set to acquire "Century Ambulance Service" and will operate as RG Ambulance Service, Inc. d/b/a Century Ambulance Service in September 2023.

Our senior management staff has a long history of providing all levels of medical transportation and has created transportations systems for providers of all sizes. Our experience, innovative delivery models and financial strength set us apart from our competitors.



Corporate Information

Ray Gonzalez, President & CEO 2766 NW 62nd Street, Miami FL 33147 rgonzalez@mctflorida.com

Rene Gonzalez, CFO 2766 NW 62nd Street, Miami, FL 33147 regonzalez@mctflorida.com

Charles Maymon, Senior Vice President 2766 NW 62nd Street, Miami, FL 33147 <u>Cmaymon@transportationamerica.com</u> Cell: (678) 684-9291

Jorge Curbelo, Vice President 2766 NW 62nd Street, Miami, FL 33147 jocurbelo@mdambulance.net Cell:(786) 255-4498



Expertise, Experience of Key Personnel

Century Ambulance Service proposes the following Management Structure for its Key Personnel to assist in the various areas of required expertise. Below, please find a summary of the qualifications of Century's Key Personnel. Finally, please also note that the requested detailed Resumes of each Key Personnel is also provided herein.

Management Chart

NAME	TITLE		
Ray Gonzalez	President & C.E.O.		
Rene Gonzalez	C.F.O.		
Dr. Colby Redfield	Medical Director		
Charles Maymon	Senior Vice President		
Jorge Curbelo	Vice President		
Santa Wessels	Patient Business Services Director		
William Alzate	System Integration Manager		

Summary of the Qualifications of Century's Key Personnel

RAY GONZALEZ, CEO

Raymond Gonzalez began his career in transportation in 1989, following in the footsteps of his father, José Gonzalez, who started the family's first transportation company over 42 years ago. The self-owned transportation business started as a small, minority-owned company serving the Miami-Dade County area ... but today, it is one of the largest transportation providers in South Florida. Mr. Gonzalez' business acuity and foresight into the community needs allowed him to respond to market opportunities with quality service and transportation solutions, as evidenced by the rapid growth of MCT Express, Inc. from originally being issued ten (10) ambulances over 17 years ago, to its current fleet which operates one-hundred-ninety-two (192) ambulances statewide. Co-owner and founder of the largest privately owned transportation system in Miami-Dade



County and South Florida. This system includes: MCT Express, Inc (trade name Miami-Dade Ambulance Service), American Ambulance, All County Ambulance, United Medical Transportation, Medical Care Transportation, Super Nice STS, Advanced Transportation Solutions, Transportation America, Limousines of South Florida, American Shuttle d/b/a SuperShuttle Miami, Super Nice Cab, Miami-Dade Taxi and Spray Masters. With the most recent addition to this extensive portfolio, Century Ambulance Service, who provides ambulance transportation to the Northern Region of Florida. Mr. Gonzalez serves as CEO of RG Ambulance Service, Inc.

RENE GONZALEZ, CFO

Rene Gonzalez brings over 28 years of financial management experience to his role as Chief Financial Officer of RG Ambulance Service, Inc. His daily responsibilities include budgetary management, accounting oversight, billing and reconciliations. He also has an extensive background in maintenance and repair ensuring a high quality of service is maintained on the company's fleet of over 1800 vehicles including all transportation divisions. Mr. Gonzalez also administers the tasks of establishing security protocols and fare reporting procedures to the County in which he serves. Mr. Gonzalez routinely uses his financial acumen and business knowledge to secure financial relationships with some of the largest financial institutions in America.

DR. COLBY REDFIELD, Medical Director

Dr. Colby Redfield possesses a diverse and decorated background in prehospital care, Dr. Redfield has been on the frontlines of EMS for over two decades. After obtaining his EMT license in high school, he worked with a local fire department and then for a busy EMS service while attending Florida State University's medical program. Following the completion of medical school, Dr. Redfield attended BIDMC-Harvard for his residency where he was selected as Chief Resident, he then went on to complete his EMS fellowship.

Dr. Redfield's passion for patient care saw him return to Tallahassee and start working in both emergency room and prehospital settings. During this time, he also served the U.S. Army in Romania and Yemen as part of medical teams, further honing his skills and experience in prehospital settings and emergency medicine. Currently, Dr. Redfield holds the position of medical director for



several ground and air EMS agencies in Florida, where he provides his medical oversight and guidance. His expertise and leadership contribute to the high-quality care provided by these EMS agencies. Dr. Redfield currently serves as Century Ambulance Service Medical Director.

CHARLES MAYMON, Senior Vice President

Charles Maymon is our Senior Vice President of Ambulance operations. Charles has forty-five years of private sector ambulance experience and is versed in all aspects of delivery of private sector EMS services. Charles will lead the team that will be responsible for delivering service to Taylor County. Charles is proud to work with an outstanding team of EMS professionals outlined below.

JORGE CURBELO, Vice President

Ensuring that the high quality and standards set forth by the County and State regulatory agencies are applied to every aspect of day-to-day operations, Jorge Curbelo oversees all administrative management tasks for all Ambulance divisions. Mr. Curbelo honed his skills in leadership and attention to detail over his tenure with MCT Express, Inc. Mr. Curbelo's expertise includes work as a Field Training Officer in a BLS division, and as a certified instructor in various EMS disciplines. Above all, Mr. Curbelo believes that patient care is the top priority. Today, he is an asset to RG Ambulance Service and brings volumes of knowledge not only in the training and supervision of staff but with years of excellent training credentials.

SANTA WESSELS, Patient Business Services Director

Ms. Wessels manages all aspects of patient and third-party billing services. This includes private facilities, patients, governmental agencies, and benefit programs provided through both private and public insurers. Ms. Wessels' vast knowledge as an EMT, combined with her consultant work in the billing field, makes her a valued asset to RG Ambulance Service. Ms. Wessels also has an extensive knowledge of Medicare, Medicaid, Insurance, and contract billing guidelines with the ability to manage and coordinate all departmental activities. Currently, Ms. Wessels is responsible for planning, organizing, directing and controlling the operations and activities of the billing office.



WILLIAM ALZATE, System Integration Manager

Mr. Alzate is a System Integration Manager with extensive knowledge of Medicare, Medicaid, Insurance, and contract billing guidelines with the ability to manage and coordinate all departmental activities. Mr. Alzate is a technical advisor for the Company responsible for analysis and individual requirements for database solutions, and leads the IT Department in developing, implementing, and maintaining applications, as well as document system components and user instructions. Mr. Alzate also integrates data from multiple sources into simplified reports and processes, and oversees the planning, schedule, and execution of all stages of enterprise software, hardware and system implementations. Mr. Alzate's responsibilities also include the analysis and reporting of clinical, financial, and related data using SQL, Access, Excel, and Crystal Reporting, and the planning, organizing, directing, and controlling the operations and activities of the billing office, under the direction of the Patient Business Services Director. Mr. Alzate supports and maintains the general EMS Computer Automated Dispatch (CAD) applications for RG Ambulance Service and coordinates all phases of the monthly billing functions for the assigned Long Term Care sites, which include month-end closing, preparation and processing of "clean" claims, review of necessary documentation and prior authorization, electronic submission of claims, analysis, and follow-up and collections of outstanding receivable balances. Primary focus will be on Medicare, Medicaid, Managed Care insurance plans and Medicare No-pay claims.



Relative to the scope of services for the project, describe the specific ability of the company. Include any innovative approaches to providing the services: briefly describe your quality assurance/quality control program. Describe how your company ensures reliability in providing quality service to the citizens of Taylor County

Specific Ability - Services We Provide

Patient First

"Patient First" is a program that was developed to educate our staff focusing on patient care. We define the concept of customer service as exceeding the needs of our patients. It is not about following protocol on medical conditions, it's about being a "people person", being nice not just acting nice. We start by introducing four basic principles of good Customer Service.

- 1) Introduce yourself to the patient, using their name in your greeting.
- 2) Anticipate the needs of the patient during transport.
- 3) Perform your assessment in a professional manner. Explain what you are doing.
- 4) Give a warm "Thank You" using their name when transferring care.

We then follow these principles with our Core Values – we teach the acronym C.A.R.E.

- C Courtesy Respect everyone with whom you have contact.
- A Attitude Professional behavior has a positive impact on patients. Be calm, caring and considerate of patient privacy. A professional attitude and appearance provides reassurance to the patient.
- **R** Responsibility Be accountable for your actions.
- **E** Excellence Committing to do the best job you can, always.

Lastly, we personalize these 5 crucial Service Values –



- 1) I create a work environment of teamwork and service, so the needs of my patient are met.
- 2) I am always responsive to the needs of my patient.
- 3) I continuously seek opportunities to learn and grow.
- 4) I am proud of my professional appearance, language and behavior.
- 5) I always protect the privacy of my patient.

Our Credo: My highest mission is the professional care and comfort of my patient.

The staff at Century Ambulance are trained and empowered to resolve problems that affect patient care immediately and attempt to solve the problem at their level. If the problem is a medical question or a billing question, supervisory and management staff is available twenty-four hours per day to problem solve and can be placed on the phone with the caller to resolve the issue at hand.

Because we are a grass roots Company, customer service has always been at the heart of our organization. We teach our staff to place themselves in the shoes of the caller whether the caller is a hospital staff member, patient or family member. No matter the issue we will work to resolve the problem at hand within minutes and assure that the resolution is the best we are capable of providing. Each of our customers has the personal cell phone numbers of our management staff.

Our General Manager will follow up to ensure that the issue was resolved to the satisfaction of everyone involved.

We are proud to offer every level of service available from Basic Life Support to Critical Care Transport with our own staff members. The following are the vehicles used, staffing, levels of services and examples of equipment available:

Basic Life Support Ambulance (BLS) - BLS ambulances are licensed by the State of Florida and regulated by the Department of EMS. BLS ambulances are used for medical monitoring, restraint, special handling, monitor non medicated IV's, administer oxygen, suction and all BLS vehicles are equipped with AED's. BLS ambulances are staffed with one CPR certified, First Response certified driver



and one Emergency Medical Technician minimally. A BLS ambulance may transport non-medical stretcher and BLS patients.

Advanced Life Support-Vehicles (ALS) - ALS ambulances are licensed by the State of Florida and regulated by the Department of EMS. ALS ambulances are used for medical monitoring, restraint, special handling, monitor medicated IV's, administer oxygen, suction, ECG defibrillation equipment, deep suction, front line meds capable of most acute emergencies and endotracheal intubations. ALS ambulances are staffed with one Emergency Medical Technician and one Paramedic. An ALS ambulance may transport non-medical stretcher, BLS, and ALS patients.

Critical Care Transport Vehicle (CCT) - CCT ambulances are licensed by the State of Florida and regulated by the Department of EMS. CCT ambulances are used for medical monitoring, restraint, special handling, monitor medicated IV's, administer oxygen, suction, ECG Defibrillation equipment, deep suction, front line meds capable of most acute emergencies and endotracheal intubations. CCT ambulances are staffed with one CCT Emergency Medical Technician and one CCT Paramedic minimally. Based on the patient's condition, additional personnel may be added to transport (not hospital staff). The CCT staff is trained in interpretation of twelve lead EKG's, lab values, monitoring of arterial lines, and has a fully rounded understanding of drugs that are found in a hospital critical care setting. Certified Intensive Care Paramedics undergo three months of rigorous classroom training on top of 40 hours of on-line instruction in cardiology, trauma, pediatrics, obstetrics, medical and airway/ventilation as approved by the Cleveland Clinic Critical Care Curriculum. The Cleveland Clinic Certification is nationally recognized and currently only practiced by Century Ambulance Paramedics in the State of Florida.

Our CCT units carry an additional thirty-two drugs normally found in a hospital critical care setting over the required ACLS drugs. We utilize LTV ventilators and B-Braun pumps. A CCT ambulance may also transport non-medical stretcher, BLS, ALS, and CCT patients.



Bariatric- All RG Ambulance Service, Inc. Units are outfitted with stretchers capable of transporting patients up to 700 lbs. Our specially designed bariatric stretchers are capable of transporting patients up to 1,400 lbs.



Innovative Approach

RG Ambulance Service, Inc. is committed to providing the highest quality of service within our industry. Century Ambulance realizes and understands that our reputation is based on the quality of service and safety we provide to patients entrusted to us during non-emergency transports. We maintain the highest standard of service and safety by adhering to a rigorous Quality Improvement Program. Quality management encompasses all aspects of preparing the employee to provide patient care and transportation in accordance with company, state and local standards and protocols regardless of the level of service offered. American's quality management is an on-going process of monitoring employee performance and compliance with policies and regulations.



Utilizing our Zoll CAD system we have the capability of running compliance reports on an hourly, daily, and monthly time frame. Our performance goals are pre-established parameters of the compliance report and measured against our contracted goal.





Quality Assurance and Quality Improvement Procedure

QUALITY ASSURANCE AND QUALITY IMPROVEMENT PROCEDURE

PURPOSE:

At Century Ambulance we are dedicated in providing patients with the best possible care. This can best be accomplished by a continuous Quality Assurance and Quality Improvement Program. The QA/QI Program helps establish a standard of care and identifies needs for training, ensure proper documentation management and professional care is provided.

SCOPE:

This policy applies to all RG Ambulance Service, Inc. QA/QI Auditors.

DEFINITIONS:

"QA" Quality Assurance refers to administrative and procedural activities implemented in a quality system so that requirements and goals for a product, service or activity will be fulfilled. It is the systematic measurement, comparison with a standard, monitoring of processes and an associated feedback loop that confers error prevention.

"QI" Quality improvement consists of systematic and continuous actions that lead to measurable improvement.

"PCR" Patient care report

"EPCR" Electronic patient care report

PROCEDURE:

Live QA:

Live QA will be performed on all ePCR's. All ePCR's are to be completed immediately after the trip is submitted from the field crew members.



Crew members are required to submit all ePCR's as soon as they complete the trip. This ensures that discrepancies and/or deficiencies may be address before the end of the crew member's shift.

The Live QA team reviews the following:

- Signatures (Where the correct signatures obtained)
- Patient Demographics (First/Last Name, Phone Number,
- Insurance
- Next of Kin (All patients under the age of 18 are required to have next of kin)
- Review of narrative for completeness, accuracy and content

The Live QA or does **NOT** perform a comprehensive clinical QA/QI on the PCR, rather they perform a cursory review. Clinical review is completed in another procedure. The Live QA or forwards potential clinical issues to the Training Supervisor for review after the Live QA phase has been completed.

Preparing the PCR for Live QA

- 1) Open and log into TabletPCR (Logging in opens the TabletPCR Inbox interface.)
- 2) Once logged in, all PCRs pending review will be listed in the Pending PCRs section in the bottom half of TabletPCR Inbox
- 3) PCRs are selected by clicking once (1x) on each transport number.
 - ◆ A checkmark appears to the left side of each PCRs selected.
- 4) Click the "Request PCR" button at the bottom of the TabletPCR Inbox
- 5) The PCRs will populate the "PCRs checked out to your Inbox" section in the top half of the TabletPCR Inbox)
 - *** Tip: By double clicking on the run will also populate the PCR in your inbox***
- 6) Open the PCR in TabletPCR by double clicking the run number (or selecting the run number and clicking the "Open" button at the top of the TabletPCR Inbox)
- 7) Upon clicking "Open" the TabletPCR Interface replaces the TabletPCR Inbox
 - The TabletPCR interface allows for individual review of each PCR section and allows the Live QA or to communicate with the crew members via a "QA Comments" button.



8) The sections of the PCR that are reviewed (in order) are Trip, Patient, Outcome, and Review

Live QA Review "Trip" section

- 1) Upon opening the PCR for review, as outlined in the preparing the PCR for review on the previous page, navigate to the "Trip" section of the PCR in TabletPCR by clicking on the "Trip" button.
- 2) Scan the information contained in this section looking for any misinformation (e.g. Run Number, Response Mode, Unit Type...)
- 3) Look at pick-up address information and compare it to the information in RescueNet Dispatch Call Taking Tab 1

Live QA Review "Patient" section

- 1) Navigate to the "Patient" section of the PCR in TabletPCR by clicking on the "Patient" button.
- 2) Scan the information contained in this section looking for any misinformation (e.g. weight 1200 lbs., missing demographics, missing guarantor/NOK information)
- 3) Look for insurance information and compare it to the patient's insurance information in RescueNet Dispatch's
- 4) Review Medical Necessity Questionnaire to compare with narrative.

 Note that if it is listed here, it should be in the narrative

Live QA Review "Outcome" section

- 1) Navigate to the "Outcome" section of the PCR in TabletPCR by clicking on the "Outcome" button.
- 2) Confirm drop-off destination.

Review times for any discrepancy's or any out of the normal times.

- ***If extended amount of time shows on scene or at destination notes should have been documented in RescueNet Dispatch's Call Taking module on Tab 6 for those delays***
- 3) Review Signatures and evaluate the signatures as follow.

Facility Acceptance

- Confirm the crew did NOT sign.
- Confirm (as much as possible) the "Name of Signer" matches the signature.
- Confirm the "Person Signing" title is present in the narrative.

Transport (Patient Only)



Confirm the signer is NOT a minor.

Exception: Emancipated minors can sign, however this must be documented in the narrative

Transport (Other Than Patient)

- Confirm the relationship is entered.
- Confirm "Reason Unable to Sign" is filled out appropriately if anyone other than the patient signed or if a crew signature is present.

No Authorized Representative Signature Available – (Crew Member Signing for Patient)

- Confirm the crew signature.
- Confirm the "Reason Unable to Sign" is filled out appropriately and it is documented in the narrative that no available authorized representative is able to sign and why.

Refusal (Treatment/ Recommended Destination)

- Confirm treatments refused are documented clearly in narrative and why
- Confirm in narrative what services are only available at other facility that are not available at recommended destination.

Refusal (No Transport)

 This signature is only to be used on patients not being transported and going against medical advice.

Live QA Review "Review" section

- 1) Navigate to the "Review" section of the PCR in TabletPCR by clicking on the "Review" button.
- 2) Review both crew members signatures are present.
- 3) Brief review of narrative for "Chief Complaint" and "Medical Necessity"
 - Narrative is in chronological order (Simple Narrative)
 - "Medical Necessity" remember in the patient tab "Medical Necessity" Questionnaire" that information must be in the narrative.
 - Review for any information on signature requirements

Adding QA Comments/ QA Markers

1) After Live QA has been complete click on the "QA Comments" button (A comments)





2) Below are the only comments allowed to be sent with the ePCR from QA Personnel to the Crew Members. These items should be copied and pasted directly from this document into the QA comments field.

Documentation Incomplete

- Narrative is missing.
- Signatures
- Needs more than one set of vital signs.
- Patient HX
- Head to Toe Assessment
- Does not answer the question Why was an ambulance needed for transport?
- Insurance Information
- Intervention entered but no reassessment of patient noted.
- Narrative needs to be in SOAP format and be more descriptive.
- Trip is missing Call Source
- Trip Tab is missing No Patient was found on Scene.
- Patient is missing SSN.
- Impression Tab was left Incomplete.
- PCS Form is missing bed confinement assessment.
- Head to Toe missing IV Site
- Intervention Missing
- GCS in Narrative is different from GCS on VS Tab

Documentation Contradicts

- Narrative states #### vs Page ### Item ##.
- Outcome states patient is not bed confined vs PCS Form stating otherwise

Documentation Errors

- Patient Disposition Incorrect
- 2 Different vital signs with same times
- Vital signs have the same time.
- Call Source
- 3) Add applicable QA Markers that apply (See below for list)



This is for reporting functions.

- Documentation Complete
- Documentation Incomplete
- Incomplete Vitals
- Medical Necessity Complete
- Medical Necessity Missing
- Narrative Incomplete
- Protocol Followed
- Protocol Not Followed
- Remedial Training Required
- Signature Issue

Sending the PCR through Workflow

- 1) Once the comments and QA markers have been click on the "Workflow" button at the bottom of the TabletPCR console
- 2) Click the "Group" button make selections as follows in this specific order:

Group: Crew

Action: Correction ***ONLY ON SAME DAY QA***

Comments: (Here you would add either use "Action Required" or "See QI Comment")

- "Action required" action the crew member must address and send back to Live QA
- "See QI Comment" feedback to the crew for quality improvement comments.
- 3) Click "Next" and the PCR will be removed from the Live QA queue and sent to the crewmembers' TabletPCR "Inbox" for review and response.
- 4) When nothing is wrong with the PCR
 - Add Live QA Complete QA marker.
 - Click on the "Workflow" button at the bottom of the TabletPCR console.
 - Click on the "PCR Reviewed" button and add the comment QA'ED.



The PCR will be removed from the Live QA queue as the process is complete.



Describe the contractor's expertise in managing a countywide emergency medical service similar in size and population of Taylor County.

RG Ambulance Service, Inc. dba Century Ambulance Service currently provides similar County 911 Emergency Medical Services in neighboring counties. For example, in Columbia County, Century Ambulance has been providing services for the residents of Columbia Counties.

Present resumes of all personnel that will be assigned to management of the service to include but not limited to the Medical Director, Service Supervisor (Director), company President/CEO.

As noted above, the detailed Resumes of each Key Personnel is found on the proceeding pages.



Raymond Gonzalez Chief Executive Officer

RG Ambulance Service, Inc. d/b/a Century Ambulance Service

EDUCATION

Passenger Assistance Training & Wheelchair Securement

1995
Defensive Driving Instructors School

Miami Southwest Sr. High School – Diploma

1987

AFFILIATIONS

American Ambulance Association – Member
Miami-Dade County STS Task Force and Oversight Committee Member
Passenger Transportation Association of South Florida, Member
Greater Miami Chamber of Commerce, Member
National Federation of the Blind of Florida, Member

EXPERTISE IN TRANSPORTATION

- Co-owner and founder of the largest privately owned transportation system in Miami-Dade County and South Florida. This system includes Miami-Dade Ambulance, Medical Care Transportation, Super Nice STS, Advanced Transportation Solutions, Transportation America, American Shuttle, Super Nice Cab, Miami-Dade Taxi and Spray Masters.
- CEO of Miami-Dade Ambulance, which is the incumbent provider of ambulance services for JHS and as part of a Strategic Alliance, also services the Miami-Dade County's Back-up 911 Contract, in addition to private ambulance work throughout Miami-Dade County.
- CEO of Advanced Transportation Solutions, ATS, which is the STS broker for Miami-Dade County. It manages over 6,500 trips daily and is a 50-million-dollar annual contract.
- CEO of SuperShuttle Miami, which is the Exclusive Shared Ride transportation provider for Miami-Dade County at Miami International Airport
- Twenty-Eight years of business management
- Manages transportation of ambulance, non-emergency, fixed-route, paratransit, shuttle, and taxi services.
- Designed and implemented procedures to handle pre-arranged and on-demand services to Medical patients and Participants of Social Service Agencies
- Assisted Miami-Dade County officials in developing a landmark taxi ordinance that revolutionized the local industry and improved on the quality of service for visitors and locals.
- Negotiated and finalized contracts with over 250 different entities in Miami-Dade County within the last 8 years.

PROFESSIONAL TRANSPORTATION EXPERIENCE

MCT Express, Inc.Miami, FloridaChief Executive Officer2001-PresentMedical Care TransportationMiami, FloridaChief Executive Officer1995 to Present

- *Oversight of managing a fleet of 1,100 vehicles with over 2,000 employees, and administrative staff.
- *Increased product line to include provision of services to healthcare, social service, and private sector.
- *Responsible for the completion of over 25MM annual trips and fiscal management of over \$150MM in annual revenue



Rene Gonzalez Chief Financial Officer RG Ambulance Service, Inc. d/b/a Century Ambulance Service

EXPERTISE IN TRANSPORTATION

- Co-owner and founder of the largest privately owned transportation system in Miami-Dade County and South Florida. This system includes: MCT Express, Inc., Super Nice Cab, Medical Care Transportation, Miami- Dade Taxi and Spray Masters.
- Thirty years of business management.
- Manages transportation of ambulance, non-emergency, fixed-route, paratransit, shuttle, and taxi services.
- Developed and operates a fully integrated technical support system for our family run transportation/companies.
- Manages various state-of-the-art maintenance facilities, including complete auto-body, repair and maintenance shops.
- Responsible for fiscal management of over \$150 million annually.

PROFESSIONAL EXPERIENCE

Miami, Florida RG Ambulance Service, Inc. 2019-Present Chief Financial Officer Miami, Florida MCT Express, Inc. 2001-Present Chief Financial Officer Miami, Florida **Medical Care Transportation** 1995 to Present Chief Financial Officer Miami, Florida **Transportation America** Chief Financial Officer 2001-Present Miami, Florida SuperShuttle Miami 2011 - Present Chief Financial Officer Miami, Florida **Super Nice Cab** 1989 to Present Chief Financial Officer Miami, Florida **Spray Master** 1988 to Present Vice President Miami, Florida **Advanced Transportation Solutions** 2001 to 2012 Chief Financial Officer

^{*}Initiated an aggressive, Preventative Maintenance Program for vehicles resulting in a decrease of vehicle road calls from 10 to 2 calls weekly.

^{*}Directs maintenance of company-owned vehicles.

^{*}Developed human resources policies.

^{*}Administers a major fiscal budget.



Dr. Colby Redfield Medical Director RG Ambulance Service, Inc. d/b/a Century Ambulance Service

WORK EXPERIENCE

2022- present Lake City Fire Department 2021- present Franklin County EMS 2021- present Calhoun County EMS

2021- present Century Ambulance

2021- present Jackson County Fire and Rescue 2021- present Madison County Fire and Rescue

2020- present Survival Flight

2020- 2022 Curve Health

Member

2019- present Gadsden County Emergency Services

2016- present Tallahassee Memorial HealthCare

April 2019- December 2022

April 2019-December 2022

Group

2016- present Tallahassee Community College

2016- present Florida State College of Medicine

Emergency Medicine

2016- present Alabama College of Medicine

Emergency Medicine

2013-2022 United States Army Reserves

Medical Director

Medical Director Medical Director

Medical Director and Chief Medical

Officer Columbia County, FL

Medical Director and Chief Medical

Officer Taylor County, FL Medical Director

Medical Director

Associate Medical Director Flight 19 Associate Medical Director Flight 21

Medical Advisory Board

Medical Director
Assistant Medical Director of
Emergency Medical Services
Emergency Medical Transport
Service Medical Director
Emergency Medicine Physician

Medical Director for Paramedic and

EMT Programs

Clerkship Faculty in

Clerkship Faculty in

Combat deployment in support of Operation Enduring Freedom (2018)

2009-2010 May- September Tallahassee Memorial HealthCare

Department Scribe (Part-time)

2005-2008 Leon County Emergency Medical Service

Technician (Full-time)

2004-2005 Fitzwilliam Fire and Rescue Department

Call)

Emergency Medicine

Emergency

Firefighter and EMT-B (Paid on

EDUCATION

2017 Board Certification in Emergency Medical Services

2016 Board Certification in Emergency Medicine

2015-2016 Emergency Medical Services Fellowship at Beth Israel Deaconess Medical Center 2012-2015 Harvard Affiliated Emergency Medicine Residency at Beth Israel Deaconess Medical Center

• Chief Resident (July 2014-June 2015)

2008-2012 Florida State University College of Medicine: M.D.



2004-2008 Florida State University: B.S., Exercise Science

HONORS AND AWARDS

2022 Florida EMS Medical Director of the Year

2019 Leon County EMS Appreciation Award

2015 Clinical Excellence Award at Beth Israel Deaconess Medical Center

2012 Medical Student Professionalism and Service Award presented by ACEP

2007 Alpha Epsilon Delta

2006 Tau Epsilon Phi Brother of the Year

COMMITTEE AND OTHER ACTIVITIES

2014-15 Beth Israel Deaconess Medical Center Academy of Medical Educators

Associate Member

2008-12 Emergency Medicine Student Association

- President (2009-10)
- Medical Student Council Representative (2008-09)

2004-08 Tau Epsilon Phi

- Philanthropy Committee Member (2007)
- Risk Manager (2006)

CIVIC ACTIVITIES (COMMUNITY SERVICE and VOLUNTEERISM)

2015- present Volunteer EMS education lectures at local agencies

2010 Science Students Together Reaching Instructional Diversity & Excellence

Lectured High School students on the cardiovascular system

2008-2009 Covered the Uninsured Week Committee

2007 United Way Campaign

- Co-chair for Leon County EMS fundraising initiative
- 2004-2007 Florida State University First Response Unit
 - Shift Supervisor (2005-07)

PROFESSIONAL AND SOCIETY MEMBERSHIPS

2013- present National Association of EMS Physicians

2008- present American College of Emergency Physicians

2008-2015 Emergency Medicine Resident Association

- Representative Council program Representative for BIDMC, July 2012-June 2015
- Medical Student Governing Council North East Coordinator, April 2011-April 2012
- Medical Student Council South Region Representative, April 2010-April 2011

2008-2015 Society of Academic Emergency Medicine

Resident Advisory Committee Member, April 2014-April 2015

PRESENTATIONS and PUBLICATIONS

Publications:

- Olympia, R., Lubin,, J. S., Redfield, C. (2021). Analgesia. In Prehospital Emergency Medicine Secrets (pp.
 - 272-274). Elsevier.
- Olympia, R., Lubin,, J. S., **Redfield, C.** (2021). Telemedicine and Emerging Telecommunications.. In *Prehospital Emergency Medicine Secrets* (pp. 302-303). Elsevier.



- Redfield, C & Tlimat, A & Halpern, Y & Schoenfeld, D & Ullman, E & Sontag, D & Nathanson, L & Horng, S, (2019) Derivation and Validation of a Machine Learning Record Linkage Algorithm Between Emergency Medical Services and the Emergency Department, Journal of the American Medical Informatics Association, , ocz176, https://doi.org/10.1093/jamia/ocz176
- Nguyen, Linh & Suarez, Stephen & Daniels, Jessica & Sanchez, Cristina & Landry, Kim & Redfield, Colby. (2019). Effect of Intravenous Versus Intraosseous Access in Prehospital Cardiac Arrest. Air Medical Journal. 10.1016/j.amj.2019.02.005.
- J. Henning, Daniel & R. Carey, Jeremy & Oedorf, Kimie & E. Day, Danielle & S. Redfield, Colby & J. Huguenel, Colin & C. Roberts, Jonathan & Sanchez, Leon & E. Wolfe, Richard & Shapiro, Nathan. (2017). The Absence of Fever Is Associated With Higher Mortality and Decreased Antibiotic and IV Fluid Administration in Emergency Department Patients With Suspected Septic Shock. Critical Care Medicine. 45. 1.10.1097/CCM.0000000000002311.
- J Henning, Daniel & R Carey, Jeremy & Oedorf, Kimie & E Day, Danielle & Redfield, Colby & J Huguenel, Colin & C Roberts, Jonathan & Novack, Victor & Sanchez, Leon & E Wolfe, Richard & Shapiro, Nathan. (2016). Assessing The Predictive Value of Clinical Factors Used to Determine The Presence of Sepsis Causing Shock in the Emergency Department. Shock (Augusta, Ga.). 46. 10.1097/SHK.000000000000558.
- Henning, D. J., Oedorf, K., Day, D. E., Redfield, C. S., Huguenel, C. J., Roberts, J. C., ...
 Shapiro, N. I. (2015). Derivation and Validation of Predictive Factors for Clinical
 Deterioration after Admission in Emergency Department Patients Presenting with
 Abnormal Vital Signs Without Shock. Western Journal of Emergency Medicine, 16(7),
 1059–1066.
- **Redfield, C.,** & Fisher, J. (2015). Epiglottitis, Adult. In Rosen & Barkin's 5-Minute Emergency Medicine Consult (5th ed.). Philadelphia: Wolters Kluwer Health.
- **Redfield, C.,** & Fisher, J. (2015). Mastoiditis. In Rosen & Barkin's 5-Minute Emergency Medicine Consult (5th ed.). Philadelphia: Wolters Kluwer Health.
- Redfield C, Luz J. How to Engage your Mentee. In: EMRA's How to be a Rockstar Mentor Handbook: A Resident's Guide to Mentoring the Medical Student, 2012.
- Ricke TL, Hendry PL, Kalynych C, Buzaianu EM, Kumar V, and Redfield C. 2011. Incidence and Recognition of Elevated Triage Blood Pressure in the Pediatric Emergency Department. Pediatric Emergency Care. 27 (10):922-927.

Podcasts:

- Redfield C, Rosen P, Carroll S, Peck TC. Oxygen in COPD Followup [Podcast]. iTunes: EM Basic: 2014 Jan 7.
- Redfield C, Rosen P, Carroll S, Peck TC. COPD/Shortness of Breath [Podcast]. iTunes: EM Basic: 2013 Dec 9.
- Redfield C, Edlow J, Peck TC. Back Pain [Podcast]. Beth Israel Deaconess Medical Center/Harvard AffiliatedEmergency Medicine Residency Intern Podcast Series: 2013 Jul 31.
- Redfield C, Solano J, Kennedy M, Peck TC. Geriatric Abdominal Pain [Podcast]. Beth Israel Deaconess Medical Center/Harvard Affiliated Emergency Medicine Residency Intern Podcast Series: 2013 Jul 24.
- Redfield C, Ullman E, Peck TC. Low Risk Chest Pain [Podcast]. Beth Israel Deaconess Medical Center/Harvard Affiliated Emergency Medicine Residency Intern Podcast Series: 2013 Jul 10.
- Redfield C, Edlow J, Peck TC. Headache [Podcast]. Beth Israel Deaconess Medical Center/Harvard Affiliated Emergency Medicine Residency Intern Podcast Series: 2013 Jun 26.



Abstracts:

- Nguyen L, Deniz J, Kissee C, Lacey J, McCoy S, Scheppke K, and Redfield C. Cultural Perspectives Of Mental Health In Ems-Poster Presentation- NAEMSP Conference, San Diego, January 2021
- Nguyen L, Kissee C, Deniz J, Daniels, McCoy S, Scheppke K, and Redfield C. State of Access to Mental Health Resources for Floridian EMTs and Paramedics as of 2018-2020-Poster Presentation- NAEMSP Conference, San Diego, January 2021
- Nguyen L, Deniz J, Kissee C, Dunham Jr W, McCoy S, Scheppke K, and Redfield C.
 Quantitative Analysis of the Psychological State of Individual EMTs and Paramedics

 Across the State of Florida From 2018 to 2020- Poster Presentation- NAEMSP Conference, San Diego, January 2021
- Redfield C, Desai S, Chang M, Davis K, Griffin J, D'Amore J, Rios C, Post L, Jalbuena T, Waller S, Peck T, Fisher J. Emergency Telemedicine Supported by Onsite Emergency Responder Technicians Reduces EMS Transportes and Emergency Department Visits from Skilled Nursing Facilities - Poster Presentation - NAEMSP Conference, Austin, January 2019
- Redfield C, Suarez S, Daniels J, Sanchez C, Siples H, Landry K. The Effect of IV vs. IO
 Access In Prehospital Cardiac Arrest ROSC Rates Poster Presentation NAEMSP
 Conference, San Diego, January 2018 Schoenfeld D, Fritz C, Redfield C. Implementation
 of National Professional Society Position Statements on Pre-Hospital Termination of
 Resuscitation in Statewide Treatment Protocols Poster Presentation SAEM Annual
 Meeting, New Orleans, May 2016
- Redfield C, Boulter J, Ullman E, Schoenfeld D. State Legislation of Naloxone Use by Laypersons, First Responders, and EMT-B Lighting Oral Presentation SAEM Annual Meeting, New Orleans, May 2016
- Redfield C, Tlimat A, Ullman E, Nathanson L, Horng S. Prospective Evaluation of an Expert Derived Deterministic Algorithm to Match EMS Patient Care Reports to Emergency Department Records - Lighting Oral Presentation - SAEM Annual Meeting, New Orleans, May 2016
- Tlimat A, Redfield C, Ullman E, Nathanson L, Horng S. Derivation and Validation of a Record Linkage Algorithm Between EMS and the Emergency Department Using Machine Learning - Lighting Oral Presentation – SAEM Annual Meeting, New Orleans, May 2016
- Granzella N, Carey J, Oedorf K, Day D, Redfield C,..... Henning D. The Absence of Fever Predicts Higher Mortality and Decreased Antibiotic and Intravenous Fluid Administration in Emergency Department Patients with Septic Shock - Poster Presentation - SAEM Annual Meeting, New Orleans, May 2016
- Schoenfeld D, Fritz C, Redfield C, Ullman E. Implementation of NAEMSP Joint Position Statement on "EMS Spinal Precautions and the Use of the Long Backboard" Into Statewide Treatment Protocols - Poster Presentation - NAEMSP Conference, San Diego, January 2016
- Redfield C, Tlimat A, Ullman E, Nathanson L, Horng S. Accuracy of Linking EMS Records to the Emergency Department Using Social Security Numbners - Poster Presentation -NAEMSP Conference, San Diego, January 2016
- Redfield C, Houk A, CaloG, Davis k, Pierce J, Fisher J, Ullman E. Improving Stroke Care by Creating An EMS Direct To CT Scan Initiative – Poster Presentation - NAEMSP Conference, New Orleans, January 2015.
- Newbury B, Redfield C, Rifino J, Roszko P, Newbury K, Fisher J. Initial Learning In Paramedic Programs Will Have Better Cognitive Outcomes When Students Have Increased Number Years of Experience As An EMT – Poster Presentation - NAEMSP Conference, New Orleans, January 2015.



- Newbury B, Redfield C, Peck TC, Newbury K, Schoenfeld D, Rifino J, Fisher J. "Equivalent Certification Rates and Test Performance of Students in an Online vs Traditional Classroom Paramedic Training Program." Abstract presented at National Association of EMS Physicians Annual Meeting, January 2014, Tuscon, AZ.
- Redfield C, Fisher J, Horng S, Schoenfeld D, Mottley L, Wolfe RE, Salvia JN, Nathanson LA.
 Real-time Clinical Information Exchange between EMS and the Emergency Department.
 Annual New England Regional SAEM Conference, Providence, April 2013.
- Redfield C, Fisher J, Horng S, Schoenfeld D, Mottley L, Wolfe RE, Salvia JN, Nathanson LA.
 Real-time Clinical Information Exchange between EMS and the Emergency Department.
 Annual SAEM Conference, Atlanta, May 2013.
- Schoenfeld DW, Redfield C, Mottley L, Seward M, Fisher J. Breaking Down Barriers to ePCR Implementation in EMS: Turnaround Time. Annual SAEM Conference, Atlanta, May 2013.
- Lim A, Dembitsky Z, **Redfield C**, Sabato J. Evaluating the Effectiveness of Didactic Teaching and Simulator Training on the Ability of EMS to Recognize the Appropriate Patients for Therapeutic Hypothermia and Implement a Hypothermic Protocol (Abstract). *Prehospital Emergency Care*, 14(s1), 34-35. (January 2010).
- Hendry P, Kalynch C, Kumar V, Redfield C, Ricke T. Incidence and Recognition of Elevated Triage Blood Pressure in the Pediatric Emergency Department (Abstract). Academic Emergency Medicine, 17 (s1), 191. (May2010).



Charles Maymon Senior Vice President RG Ambulance Service, Inc. d/b/a Century Ambulance Service

Charles has 46 years of private sector EMS experience. He began his career in 1975 in Miami, FL and has worked with a multitude of private sector agencies over the span of his career. He has helped to build and shape all of the organizations that he has been involved with and has expertise in Operations Management, Accounts Receivable, Fleet Maintenance, and Systems Status Management.

EXPERIENCE

12/2019 Transportation America – Senior Vice President

- Manages cross-functional collaboration to drive engagement and keep members on course to achieve demanding company targets all through daily metric reviews.
- Applies performance date to evaluate and improve operations, target current business conditions, and forecast needs. Daily review of payroll hour's vs Unit Hour Utilization vs On-Time performance. Applies excellent problem-solving process development and strategic implementation skills to lead and support all areas of operations. Areas of operations covered four stations over 1,000 team members.
- Supports top-level decision-making and strategy planning, forging productive relationships with top leaders and service as key advocate for various personnel issues.
- Chairs weekly meetings with executive leadership to identify opportunities for improvement, establish milestones and tailor products to individual markets.

01/1999 American Ambulance, Falck Southeast II Regional CEO – Eastern Seaboard

 Responsible for managing company operations from the New England region of the US to the southernmost station in Florida. Establishing operational practices and procedures, implementing sales and marketing campaigns, assuring financial targets are met, recruiting managers, inspecting EMS stations, and reporting to senior management.

STRENGTHS

- Leadership
- Communication
- Teamwork

- Business Planning
- Adaptability
- Time Management



Jorge Curbelo, EMT Vice President RG Ambulance Service, Inc. d/b/a Century Ambulance Service

EDUCATION & CERTIFICATION

State of Florida Certified Emergency Medical Technician

Florida Medical Training Institute, Doral, FL June 2005

Obtained all necessary training while maintaining a 3.8 GPA in Emergency Medical Technician Program

FEMA ICS-100

International Academy of Emergency Medical Dispatcher Certification

American Heart & Safety Institute - CPR Instructor

American Heart & Safety Institute - BLS Instructor

Member of the Barry University Emergency Medical Program Advisory Board.

Florida Ambulance Association - Member

American Ambulance Association- Member

Certified Ambulance Documentation Specialist (CADS)

Responsible for overseeing the day-to-day Administrative functions of the Operations and Communications Department along with the Marketing Staff to ensure optimal performance and customer safety and satisfaction. Working with the management team to develop, implement, and maintain necessary reports and documentation to ensure compliance with established goals and objectives.

Vice Preside	nt
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RG Ambulance Service, Inc.

July 2023 -Present

General Manager

MCT Express, Inc. January 2015 -2023

Operations Manager

MCT Express, Inc. September 2013 – January 2015

Quality Assurance Manager

MCT Express, Inc. January 2010 – January 2013

Field Training Supervisor

MCT Express, Inc. December 2008 – January 2010

Emergency Medical Technician

MCT Express, Inc. July 2008 – December 2008

Park Manager I

Miami-Dade County Parks and Recreation February 2006 – May 2008

Recreation Specialist

Miami-Dade County Parks and Recreation May 2004 – February 2006

Park Service Aid

Miami-Dade County Parks and Recreation June 2001 – May 2004



Santa Wessels Billing Director

Professional Skills:

American Medical Response, Manager of Patient Business Services, April 2002 to Present

- Provide leadership and supervision to a team in day-to-day activities and assist with the coordination
 of activities of the entire PBS Team.
- Solve practical problems, collect data, establish facts, and draw valid conclusions" follow all standard operating procedures; maintain quality and meet and exceed goals; maintain confidentiality of all information in accordance with HIPPA, as well as establish policies governing the release of information; ensure compliance of guidelines provided by Government agencies and corporate policies.
- Resolve conflict and assure effective teamwork; demonstrate leadership and the ability to motivate
 and coach assigned staff. Kronos Timekeeper payroll specialist: review and update daily punch
 detail; print and distribute to staff.
- Enforce local policies; responsible for operational effectiveness and goal achievement of assigned staff; supervise and direct activities of the Supervisor and maintain a positive work environment.

American Medical Response, Supervisor Patient Business Services: 1997-2002

- Responsible for billing all American Medical Response companies in West Palm Beach, Dade, Broward and Monroe County
- Effectively supervise all individuals and all their activities relating to their employment or daily task in the ambulance transportation business in Dade County
- Effectively process Dade County Fire Department Billing
- Effectively meet and comply with all County and Company policies.

Supervisor: Randle Eastern Ambulance 1993-1997

- Maintain working knowledge of all Medicare/Medicaid guidelines.
- Attend work groups; task force groups; conduct interviews; performance evaluations.
- Effectively monitor and coordinate all ambulance transportation through private ambulance company and Metro Dade County Fire Rescue.
- Supervise 13 employees responsible for accurately billing all ambulance transports.

Administrative Assistant 1992-1993

- Responsible for scheduling all meetings and travel arrangements.
- Typing letters, Memos, answering all calls and handling CEO's day-to-day activities.

Emergency Operator 1990-1992 Randle-Eastern Ambulance Service, Inc.

- Effectively answer 911 emergency telephone calls, ambulance requests from Hospitals, Nursing Homes and Private Residents. Enter all information into (CAD) Computer Aided Dispatch Program and dispatch via radio to ambulances in a timely manner.
- Effectively supervise that all billing and compliance information was accurately entered into system.

Switchboard Operator 1988-1990

 Effectively answer all incoming telephone calls and transfer them to the appropriate party using AT& T System 25.

Certificates and Training:

- Completion of Multiple Medicare and Medicaid Ambulance Specialty Seminars
- Completed seminars in leadership for managers and supervisors.
- Certified AM2000 Queue Processing Specialist
- Completed multiple training classes and seminars in the workplace, code of conduct, counseling and discipline, ethics and compliance, sexual harassment, HIPPA, etc.
- Computer Skills: Microsoft Word, Excel, Nationwide Network with American Medical Response, Kronos Timekeeper Payroll System



William Alzate System Integration Manager

SYSTEMS ENGINEERING | BUSINESS INTELLIGENCE | SOFTWARE/RDBMS DEVELOPMENT

- Diligent project manager offering a proven record of success leading all phases of diverse technology projects; MBA, SA and BI credentials; and computer programming and business finance experience.
- Business strategist: plan and manage projects aligning business goals with technology solutions to drive process improvements, competitive advantage and bottom-line gains.
- Excellent communicator: leverage technical, business and financial acumen to communicate
 effectively with client executives and their respective teams.
- Expert in agile and waterfall project management methodologies. Known for ability to produce highquality deliverables that meet or exceed timeline and budgetary targets.

Skill Summary

Project Management
Custom Software Development
Database Design (RDBMS)
Systems Engineering
System Migrations/Integrations
BI Development

IT Project Lifecycle
Requirements Analysis
ROI Analysis
Costing & Budgeting
Project Scheduling
Testing/QA/Rollout/Support

Value-Added Leadership Cross-Functional Supervision Team Building & Mentoring Client Relations & Presentations Business & IT Planning Billing & Claims

Professional Experience

MCT Express & Affiliated Entities - Oct 2008 to Present

System Integration Manager

- Analyze departmental and individual requirements for database solutions; develop, implement, and maintain applications; document system components and user instructions; and serve as a technical advisor to the company.
- Integrate data from multiple sources into simplified reports and processes.
- Plan, schedule and execute all stages of enterprise software, hardware and system implementations. Assessed business implications for each project phase and monitored progress to meet deadlines, standards and cost targets.
- Analyze and report on clinical, financial, and related data using SQL, Access, Excel, and Crystal Reporting.
- Responsible for planning, organizing, directing, and controlling the operations and activities of the billing office, under the direction of the Patient Business Services Director.
- Support and maintain general EMS Computer Automated Dispatch (CAD) applications.
- Coordinates all phases of the monthly billing functions for the assigned Long Term Care sites, which include month-end closing, preparation and processing of "clean" claims, review of necessary documentation and prior authorization, electronic submission of claims, analysis, and follow-up and collections of outstanding receivable balances.
- Primary focus will be on Medicare, Medicaid, Managed Care insurance plans and Medicare Nopay claims.

American Medical Response – Oct 2000 to Oct 2008

Patient Business Services - Supervisor

- Developed on hoc report/queries as requested. This included reports for Medicare, Medicaid, PPO, HMO and commercial side of the AMR business.
- Coordinated and supervised all staff duties and functions within the department with the goal of increasing productivity and the effectiveness of staff efforts.
- Responsible for mentoring, conducting performance evaluations, counseling and providing disciplinary actions to assigned personnel with a goal of developing a team-oriented approach with positive results.



List the Counties or municipalities that the contractor is currently providing Emergency medical services for.

RG Ambulance Service, Inc.

Century Ambulance Service (Northern Florida)

- Baker County
- Broward County
- Clay County
- Columbia County (County 911 Emergency Medical Services)
- Duval County
- Flagler County

- Madison County
- Nassau County
- St. John's County
- Suwannee County
- Taylor County (County 911 Emergency Medical Services)
- Union County

RG Ambulance Service, Inc.

American Ambulance (Central Florida)

- Seminole County
- Orange County
- Osceola County
- Polk County

- Flagler County
- Lake County
- Sumter County

RG Ambulance Service, Inc.

All County Ambulance (Treasure Coast Florida)

- St. Lucie County
- Indian River County
- Okeechobee County
- Martin County
- Highlands County
- Hendry County

MCT Express, Inc. (RG Ambulance Service affiliated company)

- Miami-Dade County
- Broward County
- Monroe County



Provide a list of any and all accreditation obtained by your company.

RG Ambulance Service, Inc. does not have any accreditations.

Provide information of any circumstances under which any contracts were terminated, failure to complete and allegations of deficient service, if applicable.

RG Ambulance Service, Inc. does **NOT** have any circumstances under which any contracts were terminated, failure to complete and allegations of deficient service.

Describe the circumstances of any bankruptcy filings or terminations of emergency medical services involving your organization in the last five years.

RG Ambulance Service, Inc. does **NOT** have any circumstances of any bankruptcy filings or terminations of emergency medical services involving your organization in the last five years.

List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include the title of this case, case number, court and monetary amount.

RG Ambulance Service, Inc. has NOT had any litigation in the past five years involving RG Ambulance Service, Inc. or any principal officers in connection with any contract for similar services.



List any instances of major regulatory action or sanctions against our organization, including suspension or revocation of any operating license or permit, any sanction under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private or non-profit.

RG Ambulance Service, Inc. does **NOT** have major regulatory action or sanctions against our organization, including suspension or revocation of any operating license or permit, any sanction under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private or non-profit.

Provide a short narrative describing any circumstances of bankruptcy, early termination of contracts, litigation involving your company, and/or regulatory actions or sanction against your company within the past five years.

RG Ambulance Service, Inc. does **NOT** have any circumstances of bankruptcy, early termination of contracts, litigation involving your company, and/or regulatory actions or sanction against your company within the past five years.





Budget and Billing

Describe how the Contractor will have sufficient financial resources to meet the requirements of the contract.

Please see attached a letter from RG Ambulance Service, Inc. financial institution.

Please provide five years of financial statements.

Please see attached RG Ambulance Service, Inc.'s financial statements



July 13th, 2023

Ref:

RG Ambulance Service, Inc.

2766 NW 62 Street Miami, FL 33147

To whom it may concern:

This letter serves to confirm that City National Bank of Florida ("CNB" or "Bank") maintains a commercial banking relationship with RG Ambulance Service, Inc. and its affiliated entities (collectively the "Company") that includes credit facilities, deposit accounts, and various other treasury and banking services. RG Ambulance Service and affiliates have been a client of CNB since 2012 and all are currently in excellent standing with the Bank. CNB is supportive of the Company.

Sincerely,

Hugo Carreño

Senior Vice-President/Commercial Banking Officer

hugo.carreno@citynational.com

Hugo Carreño

(954)261-1139