SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

TUESDAY, SEPTEMBER 17, 2019 9:00 A.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

- 4. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER COMPREHENSIVE PLAN AMENDMENT (CPA) APPLICATION 19-01, CONDUCT A FIRST READING OF THE ORDINANCE ADOPTING THE AMENDMENT AND CONSIDER TRANSMITTAL OF THE AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC DEVELOPMENT.
- 5. THE BOARD TO RECEIVE BIDS FOR TAYLOR COUNTY CLOSED LANDFILL MOWING & FERTILIZING SERVICES, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

- 6. THE BOARD TO RECEIVE STATEMENTS OF QUALIFICATIONS (SOQS) FOR TAYLOR COUNTY CONTINUING CONTRACT FOR ENGINEERING SERVICES, SET FOR THIS DATE AT 9:10 A.M., OR AS SOON THEREAFTER AS POSSIBLE.
- 7. THE BOARD TO RECEIVE STATEMENTS OF QUALIFICATIONS (SOQS) FOR TAYLOR COUNTY CONTINUING CONTRACT FOR CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES, SET FOR THIS DATE AT 9:15 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

CONSENT ITEMS:

- 8. EXAMINATION AND APPROVAL OF INVOICES
- 9. THE BOARD TO CONSIDER APPROVAL OF THE CHW, INC. SURVEYING PROPOSAL AS PART OF THE DEADMAN'S CURVE REALIGNMENT PROJECT ON BEACH ROAD, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- 10. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR LIVE OAK PEST CONTROL FOR PEST CONTROL SERVICES FOR THIRTEEN (13) BUILDINGS FOR A THREE (3) YEAR CONTRACT TERM, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.
- 11. THE BOARD TO CONSIDER APPROVAL OF THE RESPONSE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM COMPLIANCE MONITORING REVIEW, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.
- 12. THE BOARD TO CONSIDER APPROVAL OF AND RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON AOK ELECTRIC CONTRACT FOR THE ELECTRICAL RENOVATIONS AT HAMPTON SPRINGS PARK, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
- 13. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT, CONTRACT # ARV42, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 14. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR THE LEASING OF 296+/- ACRES OF PROPERTY FOR THE HARVESTING AND SALE OF SAW PALMETTO BERRIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

HOSPITAL ITEMS:

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15. TOM STONE, CHIEF FINANCIAL OFFICER, DOCTORS' MEMORIAL HOSPITAL (DMH), TO APPEAR TO DISCUSS EMERGENCY MEDICAL SERVICES (EMS) COVERAGE.

COUNTY STAFF ITEMS:

- 16. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA
 DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY ROAD
 ASSISTANCE PROGRAM (SCRAP) REIMBURSEMENT AGREEMENT, TO
 RECONSTRUCT AND RESURFACE CEDAR ISLAND ROAD, AND
 ADOPTION OF RESOLUTION AUTHORIZING EXECUTION BY THE
 CHAIR OF THE BOARD OF COUNTY COMMISSIONERS, AS
 AGENDAED BY THE COUNTY ENGINEER.
- 17. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA
 DEPARTMENT OF TRANSPORTATION (FDOT) SMALL COUNTY ROAD
 ASSISTANCE PROGRAM (SCRAP) REIMBURSEMENT AGREEMENT, TO
 RECONSTRUCT AND RESURFACE SLAUGHTER ROAD (CR 359A),
 AND ADOPTION OF RESOLUTION AUTHORIZING EXECUTION BY
 THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS, AS
 AGENDAED BY THE COUNTY ENGINEER.
- 18. THE BOARD TO CONSIDER APPROVAL OF INSTALLATION OF SEA TURTLES SIGN AND RESCUE EQUIPMENT AT KEATON BEACH PIER, AS PART OF THE RESPONSIBLE PIER INITIATIVE, AS AGENDAED BY VICTOR BLANCO, COUNTY MARINE AGENT.

GENERAL BUSINESS:

- 19. THE BOARD TO CONSIDER AN AD VALOREM PROPERTY TAX
 EXEMPTION APPLICATION FOR REGENT MEDICAL AND
 AESTHETICS CLINIC, AS REQUESTED BY THE TAYLOR COUNTY
 DEVELOPMENT AUTHORITY (TCDA).
- 20. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE BIG BEND WATER AUTHORITY BOARD OF DIRECTORS, FOR A TWO (2) YEAR TERM, AS REQUESTED BY MARK REBLIN, GENERAL MANAGER.

COUNTY ATTORNEY ITEMS:

21. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1)
COMMISSIONER TO ATTEND MEDIATION, WEDNESDAY, OCTOBER
30, 2019, FOR THE REAVES, C. VS. TAYLOR SPORTS COMPLEX
CLAIM.

COUNTY ADMINISTRATOR ITEMS:

- 22. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 23. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
- 24. 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.

THE CLERK IS PROVIDING INFORMATION TO ADVISE THE BOARD THAT COUNTY TAX DEED APPLICATION (TDA) NO. 19-013, HAD NO BIDDERS AT THE PUBIC SALE AND HAS BEEN PLACED ON THE "LAND AVAILABLE FOR TAXES" LIST (COPY ENCLOSED IN YOUR PACKET.

TAYLOR COUNTY BOARD OF COMMISSIONERS



September 17, 2019

SUBJECT/TITLE:



MEETING DATE REQUESTED:

Board to hold a public hearing for 1st reading of an ordinance and transmittal of amendments resulting from the Evaluation & Appraisal Report (EAR), to the Department of Economic Opportunity (DEO).

Statement of Issue:	Public hearing for transmittal of EAR based amendments to DEO

Fiscal Impact:

N/A

Budgeted Expense:

Yes

No

N/A x

Submitted By:

Danny Griner

Contact:

building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

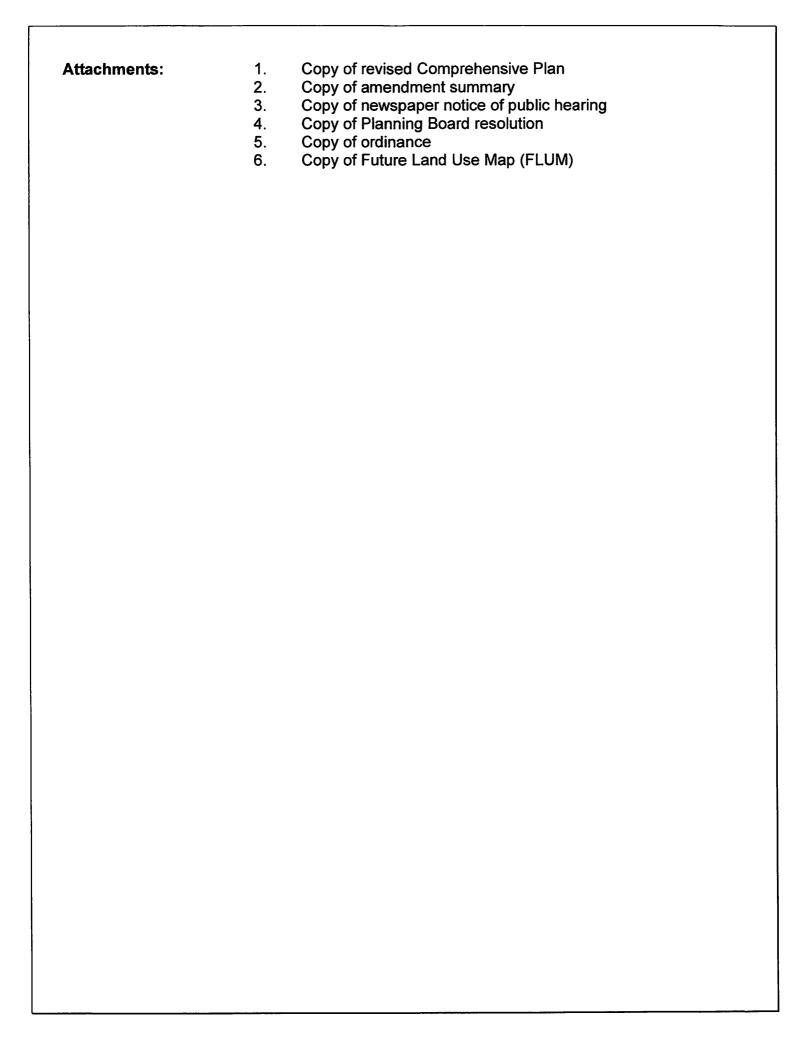
History, Facts & Issues: The Florida Statutes require that at least every 7 years the county's comprehensive plan be evaluated for consistency with changes to the growth management requirements of the Statutes. The county must accomplish this task in order to be able to amend the plan, or, submit certain grants. The proposed amendments were prepared by the North Central Florida Regional Planning Council (NCFRPC) and are all intended to ensure consistency with the Statutes. No other amendments have been proposed.

Once the proposed amendments are transmitted to the DEO, they will be reviewed by that Department and if found compliant, a 2nd public hearing for adoption of the amendments will be held.

Staff respectfully requests that the Board hold the public hearing for 1st reading of the ordinance, to consider approval of the amendments to be transmitted to the DEO and approve the Chairpersons signature on the transmittal letter.

Options:

- 1. Approve transmittal of the amendments to DEO
- 2. Approve Chairpersons signature on the transmittal letter
- Choose not to transmit amendments





TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

September 17, 2019

Mr. D. Ray Eubanks, Plan Review Administrator Florida Department of Economic Opportunity Division of Community Planning and Development 107 East Madison Street Caldwell Building, First Floor Tallahassee, FL 32399-4120

MAILED VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED NO. 91 7199 9991 7032 3700 4154

RE: Application No. CPA 19-01 (Board of County Commissioners)

Amendment is subject to State Coordinated Review process pursuant to Section 163.3184(4), Florida Statutes, as amended.

Dear Mr. Eubanks:

Please find enclosed three copies of the proposed updates to the Comprehensive Plan based upon an evaluation pursuant to Section 163.3191 Florida Statutes, as amended.

The Local Planning Agency held a public hearing concerning the amendment on September 5, 2019 after public notice, as required. The Board of County Commissioners held a transmittal public hearing concerning the amendment on September 17, 2019 after public notice, as required. At the transmittal public hearing, the Board of County Commissioners approved transmittal of the amendment to the Florida Department of Economic Opportunity.

CPA 19-01, by the Board of County Commissioners, is an amendment to amend the text and the Future Land Use Plan Map of the Comprehensive Plan based upon an evaluation completed by the County to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended, amendments to the text of the Future Land Use Element, Traffic Circulation Element, Housing Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvements Element, Coastal Management Element, Public School Facilities Element, Economic Element and the Future Land Use Plan Map Series of the Comprehensive Plan entitled Comprehensive Plan Evaluation Amendments, dated September 5, 2019 and the Future Land Use Plan Map 2035.

Enclosed are three copies of:

- a. The proposed text changes to the Comprehensive Plan in strike-thru, underline format;
- b. The proposed Future Land Use Plan Map 2035; and
- c. The data and analysis supporting the amendment.

The amendment is scheduled to be considered for adoption in November 2019.

Mr. Ray Eubanks September 17, 2019 Page 2

William D. Griner, County Building Official, is the person who is familiar with the amendments and can be contacted in writing at: 201 East Green Street, Perry, Florida 32347, by telephone: 850.838.3500 or by email: building.director@taylorcountygov.com.

Sincerely,

Pam Feagle Chair

Enclosure

xc: North Central Florida Regional Planning Council, Transmitted Via Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 4161

Suwannee River Water Management District, Transmitted Via Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 4178

Florida Department of Transportation, Transmitted Via Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 4185

Florida Department of Environmental Protection, Transmitted Via Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 4192

Florida Department of State, Transmitted Via Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 4208

Florida Fish and Wildlife Conservation Commission, Transmitted Via Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 4215

Florida Department of Agriculture and Consumer Services, Transmitted Via Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 4222

Florid Department of Education, Transmitted Via Certified Mail, Return Receipt Requested No. 91 7199 9991 7032 3700 4239

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AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 19-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE TEXT AND FUTURE LAND USE PLAN MAP OF THE COMPREHENSIVE PLAN, BASED UPON AN EVALUATION COMPLETED BY THE COUNTY, TO REFLECT CHANGES IN STATE REQUIREMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, empowers the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a Comprehensive Plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning Board of Taylor County, Florida, hereinafter referred to as the as the Planning Board, has been designated as the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and Land Development Code, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, the Planning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning Board, serving also as the Local Planning Agency, concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 19-01, by the Board of County Commissioners, to amend the text and the Future Land Use Plan Map of the Comprehensive Plan based upon an evaluation completed by the County to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended, amendments to the text of the Future Land Use Element, Traffic Circulation Element, Housing Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvements Element, Coastal Management Element, Public School Facilities Element, Economic Element and the Future Land Use Plan Map Series of the Comprehensive Plan entitled Comprehensive Plan Evaluation Amendments, dated September 5, 2019 and the Future Land Use Plan Map 2035 incorporated by reference are hereby adopted.

<u>Section 2</u>. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

<u>Section 3</u>. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

<u>Section 4</u>. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Department of State.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the Florida Department of Economic Opportunity posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity.

PASSED AND DULY ADOPTED, in regu	alar session, with a quorur	n present and voting,
by the Board of County Commissioners this	day of	2019.
Attest:	BOARD OF COUNT	ITY COMMISSIONERS OF Y, FLORIDA
Annie Mae Murphy, County Clerk	Pam Feagle, Chair	

EAR BASED AMENDMENT SUMMARY 2019

FUTURE LAND USE ELEMENT

- 1. Change Traffic Circulation references to Transportation
- 2. Update dates of various illustrations
- 3. Add Appendix A Future Land Use Map and illustrations
- 4. Insert discourage urban sprawl language to Future Land Use Goals
- 5. Update references to Administrative Code version
- 6. Allows Electric Substations in all land use categories and includes setback requirements
- 7. Add Finding of Compliance and coordinated review of comprehensive plan statement to Agricultural-Transfer (A-T) land use category
- 8. Changes Florida Department of Transportation reference to most recent version
- 9. Update roadway classification table
- 10. Change Traffic Circulation Element reference to Future Transportation Map Series 2035
- 11. Add requirement for developer to pay proportionate share of necessary transportation facilities (Florida Statute requirement)
- 12. Amends Access Management maximum number of access points under Minimum Access Spacing Standards
- 13. Require large developments to provide local and collector street connections in lieu of arterial access
- 14. Inserts Shopping Center Unified Access requirement
- 15. Require corner clearance at arterial intersection
- 16. Add statement to encourage cross access and joint driveways

HOUSING

- 17. Change housing projection date to 2029
- 18. Add extremely low income definition

SANITARY SEWER, SOLID WASTE, DRAINAGE, ETC.

- 19. Change reference from Development of Regional Impact to Development Order
- 20. Amend Level of Service standard to Florida Administrative Code in effect upon Comprehensive Plan adoption

CONSERVATION

- 21. Change Development of Regional Impact reference to Coordinated Review Comprehensive Plan Amendment
- 22. Update North Central Florida Strategic Regional Policy Plan date and date of conservation related maps

INTERGOVERNMENTAL COORDINATION ELEMENT

- 23. Update agencies part of the Comprehensive Plan amendment review
- 24. Deletes County and School interlocal agreement refences and adds single County, City and School interlocal statement

CAPITAL IMPROVEMENT

- 25. Amends reference to latest Florida Department of Transportation Quality of Service Handbook
- 26. Update highway classification table
- 27. Update projection of 5-year schedule of improvements
- 28. Adds Transportation and Public School Facilities to concurrency determination
- 29. Adds roadway concurrency standards
- 30. Adds Public School concurrency standards
- 31. Allows concurrency Comprehensive Plan amendments as often as necessary

COASTAL MANAGEMENT

32. Adds Objectives and Policies for flood loss reduction

RESOLUTION NO. PZ/LPA CPA 19-01

A RESOLUTION OF THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA. SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA, RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 19-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE TEXT AND FUTURE LAND USE PLAN MAP OF THE COMPREHENSIVE PLAN, BASED UPON AN EVALUATION COMPLETED BY THE COUNTY TO REFLECT CHANGES IN STATE REQUIREMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Taylor County Land Development Code, hereinafter referred to as the Land Development Code, empowers the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, to recommend to the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, approval or denial of amendments to the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, in accordance with said code;

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency, to recommend to the Board of County Commissioners approval or denial of amendments to the Comprehensive Plan, in accordance with said statute;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning Board has been designated as the Local Planning Agency;

WHEREAS, pursuant to the Land Development Code and Section 163.3174, Florida Statutes, as amended, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice, on said application for an amendment, as described below, and considered all comments received during said public hearing concerning said application for an amendment, as described below;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA, THAT:

Section 1. Pursuant to an application, CPA 19-01, by the Board of County Commissioners, to amend the text and the Future Land Use Plan Map of the Comprehensive Plan based upon an evaluation completed by the County to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended, the Planning Board serving also as the Local Planning Agency, recommends to the Board of County Commissioners, that amendments to the text of the Future Land Use Element, Traffic Circulation Element, Housing Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element, Conservation Element, Recreation and Open Space Element, Intergovernmental Coordination Element, Capital Improvements Element, Coastal Management Element, Public School Facilities Element, Economic Element and the Future Land Use Plan Map Series of the Comprehensive Plan entitled Comprehensive Plan Evaluation Amendments, dated September 5, 2019 and the Future Land Use Plan Map 2035 incorporated by reference be adopted.

<u>Section 2.</u> All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Planning Board, serving also as the Local Planning Agency, this 5th day of September 2019.

PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA

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Attest:

William D. Griner, County Building Official

Dale Rowell, Chair

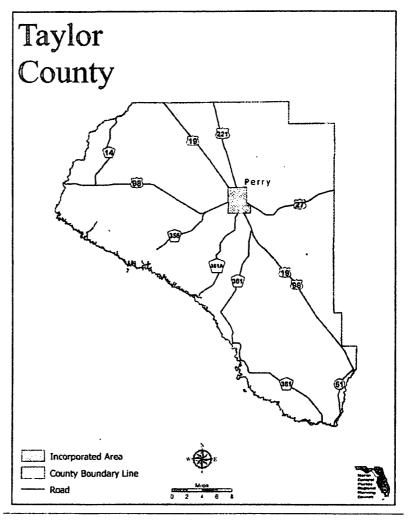
Taylor
County
Future Land Use Plan Map 2035 MADISON COUNTY



NOTICE OF LAND USE CHANGE

The Board of County Commissioners of Taylor County, Florida, proposes to change the use of land within the area shown on the map below, by amending the text and Future Land Use Plan Map of the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, as follows:

CPA 19-01, an application by the Board of County Commissioners, to amend the text and Future Land Use Plan Map of the Comprehensive Plan, based upon an evaluation completed by the County, to reflect changes in state requirements pursuant to Section 163.3191, Florida Statutes, as amended.



The first of two public hearings will be conducted by the Board of County Commissioners to consider the amendment, conduct a first reading of the ordinance adopting the amendment and to consider transmittal of the amendment to the Florida Department of Economic Opportunity. The public hearing will be held on September 17, 2019 at 9:00 a.m., or as soon thereafter as the matter can be heard, in the County Commission Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida. The title of said ordinance shall read, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT TO THE TEXT AND FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO AN APPLICATION, CPA 19-01, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING THE TEXT AND FUTURE LAND USE PLAN MAP OF THE COMPREHENSIVE PLAN, BASED UPON AN EVALUATION COMPLETED BY THE COUNTY, TO REFLECT CHANGES IN STATE REQUIREMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES, AS AMENDED; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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 public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested persons may appear and be heard with respect to the amendment and the ordinance adopting the amendment on the date, time and place as referenced above.

Copies of the amendment and the ordinance adopting the amendment are available for public inspection at the Building and Planning Department, Administrative Complex, located at 201 East Green Street, Perry. Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearings, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact the Marsha Durden. Assistant County Administrator, at least 48 hours prior to the public hearing

TAYLOR COUNTY COMPREHENSIVE PLAN CPA 19-01

PROPOSED STATE COORDINATED REVIEW
PROPOSED EVALUATION AMENDMENTS
PURSUANT TO SECTION 163.3191
FLORIDA STATUTES, AS AMENDED

to the Text of the

ELEMENTS

Future Land Use

Traffic Circulation Transportation

Housing

Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge

Conservation

Recreation and Open Space

Intergovernmental Coordination

Capital Improvements

Coastal Management

Public School Facilities

Economic Development

September 5, 2019

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TABLE OF CONTENTS

INTR	ODUCTION	Page
114116		•••••
I	FUTURE LAND USE ELEMENT	
	Introduction	
	Vision 2060 Plan	
	Goal, Objectives and Policies	
	Objectives and Policies for Rural Areas	
	Objectives and Policies for Both Urban Development Areas and Rural Areas	I-7
II	TRAFFIC CIRCULATION TRANSPORTATION ELEMENT	
	Introduction	
	Goal, Objectives and Policies	
	Service Standards for Roadway Segments	II-2
III	HOUSING ELEMENT	
	Introduction	
	Goal, Objectives and Policies	III-1
IV	SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND	
	NATUREAL GROUNDWATER AQUIFER RECHARE ELEMENT	
	Introduction	
	Goal, Objectives and Policies	
	Sanitary Sewer Facility Subelement	
	Solid Waste Facility Subelement	
	Drainage Facility Subelement	
	Potable Water Facility Subelement	
	Natural Groundwater Aquifer Recharge Subelement	IV-6
v	CONSERVATION ELEMENT	
	Introduction	
	Goal, Objectives and Policies	V-1
VI	RECREATION AND OPEN SPACE ELEMENT	
	Introduction	
	Goal, Objectives and Policies	VI-1
VII	INTERGOVERNMENTAL COORDINATION ELEMENT	
	Introduction	
	Goal, Objectives and Policies	VII-1
VIII	CAPITAL IMPROVEMENTS ELEMENT	
	Introduction	
	Goal, Objectives and Policies	
	Table VIII-1 Five Year Schedule of Improvements	
	Implementation - Long Term List of Improvements	VIII-15
	Procedures for Monitoring and Evaluation of Capital Improvements Element	VIII-18
	Concurrency Management System	VIII-19

TABLE OF CONTENTS continued

		Page
VIII	CAPITAL IMPROVEMENTS ELEMENT (continued)	
	Concurrency Determination Procedures	VIII-20
	Certificate of Concurrency Compliance	
IX	COASTAL MANAGEMENT ELEMENT	
	Introduction	IX-1
	Goals, Objectives and Policies	
X	PUBLIC SCHOOL FACILITIES ELEMENT	
	Introduction	X-1
	Goals, Objectives and Policies	X-1
	Goal 1	X-1
	Goal 2	X-5
	APPENDIX A - ILLUSTRATIONS	
	A-I Taylor County Existing Public Schools and Ancillary Facilities 2007 2019	X-8
	A-II Taylor County Planned Public Schools and Ancillary Facilities 2008 2020	X-9
	A-III Taylor County Planned Public Schools and Ancillary Facilities 2009 2021	X-10
	A-IV Taylor County Planned Public Schools and Ancillary Facilities 2010 2022	X-11
	A-V Taylor County Planned Public Schools and Ancillary Facilities 2011 2023	
	A-VI Taylor County Planned Public Schools and Ancillary Facilities 2012 2024	X-13
	A-VII Taylor County Planned Public Schools and Ancillary Facilities 2017 2025	X-14
	APPENDIX B	
	Definitions	X-15
ΧI	ECONOMIC DEVELOPMENT ELEMENT	
	Introduction	X-1
	Goals, Objectives and Policies	X-2

<u>APPENDIX A – FUTURE LAND USE PLAN MAP SERIES AND ILLUSTRATIONS</u>

LIST OF	ILLUSTRATIONS	Page
A-I	Future Land Use Plan Map 2035	A-1
	Legend for Historic Resources	A-2
A-II	Historic Resources	A-6
A-III	Existing Waterwells	A-7
A-IV	Rivers and Lakes	A-8
A-V	Flood Prone Areas	<u>A-9</u>
A-VI	Wetlands	A-10
A-VII	Minerals	A-11
	Legend for Generalized Soil	A-12
A-VIII	Generalized Soil Map	A-13
A-IX	Future Transportation Map Series 2035	A-14
	Map 11: Future Peak Hour Peak Direction Level of Service	A-14
	Map 12A: Future Transportation Corridors & Connections	A-15
	Map 12B: Future Freight Movement Corridors	A-16
	Map 12C: Future Walkway, Bikeway and Greenway Corridors	. A-17
	Map 12D: Future Blueway Trails & Boat Ramps	
	Map 13: Future Number of Lanes	. A-19
	Map 14: Future Functional Classification & Maintenance Responsibility	A-20
	Map 15: Future Potential Roadways Improvements	A-21
	Map 16: Future Trip Distribution	. A-22
A-IXa	Emergency Evacuation Routes Map 2035	A-23
A-IXb	Bicycle and Pedestrian Facilities Map 2035	A-24
A-X	High Groundwater Aquifer Recharge Areas	A-25
A-XIa	Regionally Significant Natural Resources	
	Ground Water Resources	A-26
A-XIb	Regionally Significant Natural Resources	
	Natural Systems	A-27
A-XIc	Regionally Significant Natural Resources	
	Planning and Resource Areas 1	A-28
A-XId	Regionally Significant Natural Resources	
	Planning and Resource Areas 2	A-29
A-XIe	Regionally Significant Natural Resources	
	Surface Water Resources	A-30

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FUTURE LAND USE ELEMENT

INTRODUCTION

This Future Land Use Element and Future Land Use Plan map and map series designates the future general distribution, location and extent of the uses of land within the unincorporated areas of the County. The purpose of this Future Land Use Element is to provide for the appropriate distribution of population densities and building and structural densities and intensities. The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies provide for distribution of future land use, as well as guidance for such future land uses. The focal point around which this Future Land Use Element is centered is the relationship between urban development areas and rural areas of the County, and the uses and intensity of such uses for each area. As the unincorporated areas of the County are primarily rural in character and use, there is an opportunity to provide appropriate direction for the future location and concentration of urban uses. The concentration of urban uses within the urban development areas of the County should enable both the public and private sectors to feasibly plan for the logical provision of needed public facilities and services to serve the residents of the County.

THE COUNTY VISION 2060 PLAN

Vision Statement

By the year 2060, citizens of the County should be able to describe their county and communities in these terms:

The County is a harmonious community which has been able to maintain its rural and small town character and quality of life. The County is a community committed to community-wide excellence in its educational, medical, employment and recreational opportunities. We pride ourselves in our respect for our tradition and heritage and we are excited about our future.

We have been able to manage our growth and protect our natural resources environment and small town atmosphere. Through growth management and ongoing planning, the County has become a county of opportunity. We have well planned and fully served residential villages with protected open spaces which reflect our rural heritage. Our living places and work places are connected by well designed, functional transportation corridors. Our air is clear and our water is pure. Our historic heritage as the "Tree Capital of the South" has been preserved through careful and thoughtful planning.

Vision 2060 Plan

The Vision 2060 Plan is not a regulatory document. It is an incentive-based approach that provides guidance to the community over a 50-year outlook. It is a tool that can be used as a "roadmap" for future land use decisions. No existing land use rights are changed or modified by adoption of the Vision 2060 Plan.

The typical standards described in the Hierarchy of Place are intended to explain the anticipated characteristics of each community type. They are not intended to be regulatory requirements, but may provide guidance for future updates to the Comprehensive Plan and/or Land Development Code.

Proposed Amendment No. CPA 19-01 Evaluation Amendments September 5, 2019

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Adoption of the Vision 2060 Plan by the Board of County Commissioners does not automatically grant the increased land use rights described in the Vision 2060 Plan. Specific Elements of the Comprehensive Plan may be amended at appropriate times to facilitate_implementation of the Vision 2060 Plan. Land owners will have the option to apply for the development rights described in the Vision 2060 Plan through Comprehensive Plan Amendments. The current land use designations, or the current vested land use, remain in place until specific Comprehensive Plan Amendments are approved by the Board of County Commissioners.

While the Vision 2060 Plan will serve as a guide to the County as it considers amendments to its Comprehensive Plan, it is recognized that future amendments to the Plan must be consistent with the requirements of Chapter 163, Part II, Florida Statutes, as amended.

FUTURE LAND USE GOAL, OBJECTIVES AND POLICIES

GOAL I - IN RECOGNITION OF THE IMPORTANCE OF CONSERVING THE NATURAL RESOURCES, **DISCOURAGING URBAN SPRAWL**, AND ENHANCING THE QUALITY OF LIFE IN THE COUNTY, THE COUNTY SHALL DIRECT DEVELOPMENT TO THOSE AREAS WHICH HAVE IN PLACE, OR HAVE AGREEMENTS OR POTENTIAL TO PROVIDE, THE LAND AND WATER RESOURCES, FISCAL ABILITIES AND SERVICE CAPACITY TO ACCOMMODATE GROWTH IN AN ENVIRONMENTALLY ACCEPTABLE MANNER.

OBJECTIVES AND POLICIES FOR MIXED USE URBAN DEVELOPMENT AREAS

Urban development areas are those areas shown on the County's Future Land Use Plan Map.

These areas are not urban services areas for public facilities, but are areas to which higher density agricultural, residential (single family, multi-family, and mobile homes) and commercial and industrial uses are to be directed so that at such time as public facilities may be provided, they can be done so in an efficient and economical manner.

OBJECTIVE I.1

The County shall continue to direct future population growth and associated urban development to urban development areas through the establishment of such urban development areas within this Comprehensive Plan and discourage the proliferation of urban sprawl.

Policy I.1.1

The County shall limit the location of higher density residential and high intensity commercial and industrial uses to arterial or collector roads identified on the County Future **Traffic Circulation Transportation** Map where public or private facilities are available or are an integral part of a development proposal to support such higher density or intensity

Policy I.1.1.b

The County shall seek an interlocal agreement with the City which would provide for expansion of the City's water and sewer systems into the County's Urban Development Area, as economically feasible. Particular emphasis shall be placed on the provision of sewer services to a proposed industrial park at the Perry-Foley airport. In the absence of such an agreement, the County shall review proposed water and sewer system extensions by the City on a case by case basis, including, for example, review of right-of-way needs.

Policy I.1.2

The County's land development regulations shall be based on and be consistent with the following standards for residential densities:

1. No public water or sewer system is required.

Residential low density of less than or equal to 2.0 dwelling units per acre;

2. Either a public water or sewer system is required.

Residential medium density of greater than 2.0 dwelling units per acre, but less than or equal to 4.0 dwelling units per acre;

3. Both public water and sewer systems are required.

Residential medium-high density of greater than 4.0 dwelling units per acre, but less than or equal to 8.0 dwelling units per acre; and

4. Both public water and sewer systems are required.

Residential high density of greater than 8.0 dwelling units per acre, but less than or equal to 20.0 dwelling units per acre.

Within the Steinhatchee Area, residential density within those areas served by both public water and sewer systems shall not exceed 12 dwelling units per acre. In addition, the building height within the Steinhatchee Area shall not exceed 32 feet.

The Steinhatchee Area is described, as follows: Commence at the point of intersection of the North boundary line of McCain Tower Road and the West boundary line of State Road 51, located in Section 18, Township 9 South, Range 10 East, The County, Florida; thence run East to the West boundary line of the Steinhatchee River for a Point of Beginning; thence run West to the point of intersection of the West boundary line of State Road 51 and the North boundary line of McCain Tower Road; continue West along said North boundary line of McCain Tower Road through Section 18, Township 9 South, Range 10 East and Sections 13, 14 and 15, Township 9 South, Range 9 East to the intersection of County Road 361 (Beach Road); continue West across County Road 361 and through Sections 15 and 16, Township 9 South, Range 9 East to the half section line of Section 16, Township 9 South, Range 9 East; thence run South through Sections 16 and 21, Township 9 South, Range 9 East to the Gulf of Mexico; thence run Southerly, Easterly and Northerly along the shore line of the Gulf of Mexico and the Northwesterly boundary of the Steinhatchee River back to the Point of Beginning.

Policy I.1.3

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- The County shall base the designation of residential, commercial and industrial lands depicted on the Future Land Use Plan Map upon acreage necessary to allow the operation of real estate markets to provide adequate choices.
- Policy I.1.4
- The County shall prior to action on a site and development plan, provide specific standards which may include, but may not be limited to, screens and buffers to preserve internal and external harmony and compatibility with uses inside and outside the proposed development to minimize the impact of proposed development adjacent to agricultural or forested areas, or environmentally sensitive areas (including but not limited to wetlands and floodplain areas).
- Policy I.1.5
- The County shall regulate future urban development within designated urban development areas in conformance with the land topography and soil conditions, and within areas which are or will be served by public facilities and services to established Level of Service Standards.

Policy I.1.6

The County shall permit neighborhood commercial districts to be located within those areas designated on the Future Land Use Plan Map as Urban Development Areas to provide small scale retail and service establishments, each not to exceed 5,000 square feet in floor space, which will serve the convenience needs of residential neighborhoods.

Policy I.1.7

The County shall examine the Perry-Foley Airport industrial sites and prepare a special study area plan for industrial, commercial, airport and aviation related uses. The Comprehensive Plan shall be amended accordingly when such plan is adopted by the County.

Policy I.1.8

If property has been determined by the State of Florida, through final agency action, to be sovereign lands, density may not be transferred from those sovereign submerged lands for the purpose of private development.

Policy I.1.9

The 14.00 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot Number 4 of said Section 12; thence South 690.00 feet to a point; thence East 1,050.00 feet to the Point of Beginning; thence South 64°31'16" West 163.37 feet; thence South 79°14'00" West 41.94 feet; thence South 54°23'05" West 334.05 feet; thence South 35°31'34" West 159.17 feet; thence South 27°29'40" East 60.54 feet; thence South 27°13'52" East 147.90 feet; thence South 57°58'42" East 38.02 feet; thence South 36°42'44" East 84.34 feet; thence South 32°04'06" East 99.29 feet; thence South 75°25'52" East 43.61 feet; thence North 89°37'42" East 99.74 feet; thence South 89°29'08" East 106.09 feet; thence North 82°34'36" East 143.06 feet; thence North 55°25'22" East 472.91 feet; thence North 22°22'06" East 217.46 feet; thence North 01°22'11" West 35.79 feet to the right-of-way line of Fish Creek Highway; thence continue, along the right-of-way line of said Fish Creek Highway, North 19°12'45" West 225.00 feet to the Point of curvature of a 1,096.28 foot radius curve to the left; thence, along the arc of the right-of-way curve through a chord bearing and distance of North 20°10'07" West, 36.58 feet; thence West, 453.46 feet to the Point of Beginning, changed from Agriculture/Rural Residential to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

Policy I.1.10

The 3.36 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot 4 of said Section 12; thence 00°11'52" East 507.97 feet to; thence North 86°58'18" West 474.31 feet to the Point of Beginning; thence, along the Gulf of Mexico through the following chord bearings and distances, South 55°22'10" West 34.59 feet; thence South 83°03'46" West 61.89 feet; thence South 83°50'25" West 45.97 feet; thence South 77°24'31" West 42.44 feet; thence South 66°54'55" West 41.14 feet; thence South 77°30'32" West 33.85 feet; thence South 80°52'31" West 45.56 feet; thence South 81°13'59" West 46.72 feet; thence South 89°39'57" West 45.29 feet; thence North 81°48'08" West 46.49 feet; thence North 82°59'11"

West 41.95 feet: thence South 89°51'31" West 46.02 feet: thence North 89°44'44" West 47.05 feet; thence North 86°57'15" West 46.20 feet; thence North 78°04'33" West 45.33 feet; thence North 76°03'50" West 48.77 feet; thence North 79°53'20" West 49.28 feet; thence North 80°10'19" West 46.96 feet; thence North 71°40'13" West 65.98 feet; thence North 49°41'01" West 20.17 feet; thence North 62°03'06" West 31.01 feet; thence North 60°25'44" West 44.40 feet; thence North 64°37'16" West 42.58 feet; thence North 43°46'38" West 21.62 feet; thence North 61°37'45" West 46.11 feet; thence North 60°14'39" West 35.34 feet; thence North 44°11'09" West 42.52 feet; thence North 41°31'21" West 52.89 feet; thence North 32°06'55" West 42.01 feet; thence North 22°39'31" West 27.85 feet; thence North 14°14'42" East 74.89 feet to the waters edge of a canal; thence, along said waters edge through the following chord bearings and distances, South 74°51'34" East 79.03 feet; thence South 50°25'37" East 50.57 feet; thence South 52°40'45" East 33.03 feet; thence South 59°08'08" East 50.91 feet; thence South 51°28'37" East 53.27 feet; thence South 61°50'24" East 63.57 feet; thence South 74°18'03" East 88.48 feet; thence South 75°29'30" East 100.37 feet; thence South 71°12'45" East 106.52 feet; thence South 70°11'56" East 86.61 feet; thence South 73°41'55" East 78.15 feet; thence South 76°55'52" East, 59.27 feet; thence North 88°31'05" East 76.85 feet; thence North 81°21'19" East 88.21 feet; thence North 72°50'53" East 210.68 feet; thence leaving said water, South 00°00'00" East 87.34 feet to the Point of Beginning, changed from Agriculture-2 and Conservation to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

Policy I.1.11

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The 14.00 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot Number 4 of said Section 12; thence South 690.00 feet to a point; thence East 1,050.00 feet to the Point of Beginning; thence South 64°31'16" West 163.37 feet; thence South 79°14'00" West 41.94 feet; thence South 54°23'05" West 334.05 feet; thence South 35°31'34" West 159,17 feet; thence South 27°29'40" East 60.54 feet; thence South 27°13'52" East 147.90 feet; thence South 57°58'42" East 38.02 feet; thence South 36°42'44" East 84.34 feet; thence South 32°04'06" East 99.29 feet; thence South 75°25'52" East 43.61 feet; thence North 89°37'42" East 99.74 feet; thence South 89°29'08" East 106.09 feet; thence North 82°34'36" East 143.06 feet; thence North 55°25'22" East 472.91 feet; thence North 22°22'06" East 217.46 feet; thence North 01°22'11" West 35.79 feet to the right-of-way line of Fish Creek Highway; thence continue, along the right-of-way line of said Fish Creek Highway, North 19°12'45" West 225.00 feet to the Point of curvature of a 1,096.28 foot radius curve to the left; thence, along the arc of the right-of-way curve through a chord bearing and distance of North 20°10'07" West, 36.58 feet; thence West, 453.46 feet to the Point of Beginning, changed from Agriculture/Rural Residential to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary

sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

Policy I.1.12

The 3.36 acre parcel, lying in Section 12, Township 8 South, Range 7 East, Taylor County, Florida, being more particularly described, as follows, commence at the Northwest corner of Government Lot 4 of said Section 12; thence 00o11'52" East 507.97 feet to; thence North 86o58'18" West 474.31 feet to the Point of Beginning; thence, along the Gulf of Mexico through the following chord bearings and distances, South 55o22'10" West 34.59 feet; thence South 83003'46" West 61.89 feet; thence South 83050'25" West 45.97 feet; thence South 77o24'31" West 42.44 feet; thence South 66o54'55" West 41.14 feet; thence South 77o30'32" West 33.85 feet; thence South 80o52'31" West 45.56 feet; thence South 81o13'59" West 46.72 feet; thence South 89o39'57" West 45.29 feet; thence North 81048'08" West 46.49 feet; thence North 82059'11" West 41.95 feet; thence South 89o51'31" West 46.02 feet; thence North 89044'44" West 47.05 feet; thence North 86057'15" West 46.20 feet; thence North 78004'33" West 45.33 feet; thence North 76003'50" West 48.77 feet; thence North 79053'20" West 49.28 feet; thence North 80010'19" West 46.96 feet; thence North 71040'13" West 65.98 feet; thence North 49041'01" West 20.17 feet; thence North 62003'06" West 31.01 feet; thence North 60o25'44" West 44.40 feet; thence North 64o37'16" West 42.58 feet; thence North 43046'38" West 21.62 feet; thence North 61037'45" West 46.11 feet; thence North 60o14'39" West 35.34 feet; thence North 44o11'09" West 42.52 feet; thence North 41o31'21" West 52.89 feet; thence North 32o06'55" West 42.01 feet; thence North 22o39'31" West 27.85 feet; thence North 14o14'42" East 74.89 feet to the waters edge of a canal; thence, along said waters edge through the following chord bearings and distances, South 74o51'34" East 79.03 feet; thence South 50o25'37" East 50.57 feet; thence South 52°40'45" East 33.03 feet; thence South 59°08'08" East 50.91 feet; thence South 51o28'37" East 53.27 feet; thence South 61o50'24" East 63.57 feet; thence South 74o18'03" East 88.48 feet; thence South 75o29'30" East 100.37 feet; thence South 71o12'45" East 106.52 feet; thence South 70011'56" East 86.61 feet; thence South 73041'55" East 78.15 feet; thence South 76o55'52" East, 59.27 feet; thence North 88o31'05" East 76.85 feet; thence North 81o21'19" East 88.21 feet; thence North 72o50'53" East 210.68 feet; thence leaving said water, South 00000'00" East 87.34 feet to the Point of Beginning, changed from Agriculture-2 and Conservation to Mixed Use-Urban Development shall be subject to the following condition. Until such time as centralized sanitary sewer service is provided to said parcel, the maximum allowable density shall be 4 units per acre. Upon centralized sanitary sewer service being made available to said parcel, a maximum of 10 dwelling units per acre shall be permissible on said parcel.

OBJECTIVES AND POLICIES FOR RURAL AREAS

Rural areas are those areas located outside the designated urban development areas shown on the County's Future Land Use Plan Map.

- OBJECTIVE I.2 The County shall continue to maintain the rural character of rural areas by limiting development activity to those uses whose intensities are characteristic of and compatible with rural areas.
- Policy I.2.1 The County shall permit agricultural, silvicultural, conservation, recreation and public uses, as well as residential uses which are consistent with the character of rural areas and the land use definitions described in the Future Land Use element of this Comprehensive Plan.
- Policy I.2.2 The County shall permit commercial and industrial uses which are compatible and consistent with the character of rural areas and the land use definitions described in the Future Land Use element of this Comprehensive Plan.
- Policy I.2.3 The County, as part of the site plan review process for public facilities, shall establish provisions whereby these public facilities shall be so located as to discourage the proliferation of urban sprawl.
- Policy I.2.4 The County shall permit neighborhood commercial districts to be located within those areas designated on the Future Land Use Plan Map as agricultural to provide small scale retail and service establishments, each not to exceed 5,000 square feet in floor space, which will serve the convenience needs of the surrounding population.
- Policy 1.2.5 The County shall prohibit the use of any land within the unincorporated area of the County for a military missile testing/bombing range. Such use is incompatible with the County's vision of the future. Military testing/bombing ranges shall not be allowed as a permitted use in any land use category.

OBJECTIVES AND POLICIES FOR BOTH URBAN DEVELOPMENT AREAS AND RURAL AREAS

- OBJECTIVE 1.3 The County shall continue to maintain land development regulations to implement the Comprehensive Plan.
- Policy I.3.1 The County's land development regulations shall continue to contain specific and detailed provisions to manage future growth and development to implement the Comprehensive Plan which shall contain at a minimum the following provisions to:
 - 1. Regulate the subdivision of land;
 - 2. Regulate the use of land and water consistent with this Element and ensure the compatibility of adjacent land uses and provide for open space;
 - 3. Protect environmentally sensitive lands identified within the Conservation Element;
 - 4. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
 - 5. Protect potable water wellfields and aquifer recharge areas;
 - 6. Regulate signage;
 - 7. Ensure safe and convenient onsite traffic flow and vehicle parking space; and

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8. Provide that development orders and permits shall not be issued which result in a reduction of the level of service standards adopted in this Comprehensive Plan.

Policy I.3.2

The County shall maintain the rural character of rural areas by limiting development activity to those areas whose intensities are characteristic of and compatible with rural areas. Land use definitions specifying densities and intensities of residential and nonresidential uses in rural and urban development areas will be specified by policy and are as follows:

AGRICULTURE - 1

Areas now used and appropriate for continued use primarily in very large-scale agricultural activities, primarily timber-producing lands. Agricultural uses may include, but are not limited to, crop production, pasture lands, silviculture, orchards and groves and forestry. Dwellings and associated accessory farm buildings are allowable. New residential development is allowable, not to exceed one unit per twenty acres; however, transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitations, provided that all other applicable requirements are met during development. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property (minimum lot size one (1) acre), leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 75 percent. Public uses may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 25 percent.

AGRICULTURE - 2

Areas now used and appropriate for continued use primarily in medium to large-scale agricultural activities. This includes areas appropriate for a variety of agricultural uses, including but not limited to crop land, pasture land, orchards and groves, or forestry. Dwellings and associated accessory farm buildings are allowable. Density for residential use shall not exceed 1 unit per 10 acres, except the transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitation, provided that all other applicable requirements are met. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property, leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 75 percent. Very limited neighborhood commercial or public use may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 25 percent. Rural neighborhoods are allowed to continue and infill within such areas is allowed. These neighborhoods are usually found at a rural crossroads and typically include at least two of the following elements within a one-half mile radius: a cluster of ten or more homes, a church, a

cemetery, an old schoolhouse, and/or a general store.

AGRICULTURAL/RURAL RESIDENTIAL

Areas now used and appropriate for continued use primarily in small to mediumscale agricultural activities. This includes areas appropriate for a variety of agricultural uses, including but not limited to crop land, pasture land, orchards and groves, or forestry. Dwellings and associated accessory farm buildings are allowable. Density for residential use shall not exceed 1 unit per 5 acres, except the transfer of property to members of the principal owner's immediate family is allowable without regard to the density limitation, provided that all other applicable requirements are met. Density is calculated on a gross basis. In order to preserve the working landscape, residential units could be clustered on one portion of the property, leaving the balance of the property to continue to operate as a working farm. Cluster development is allowed subject to the requirements set forth in the objectives and policies of the comprehensive plan and provided that the maximum gross density is not exceeded. The open space ratio shall be 60 percent. Very limited neighborhood commercial or public use may be allowed, subject to appropriate land development regulations to ensure compatibility and harmony of scale and character. Intensity, as measured by land coverage, shall not exceed 40 percent. Rural neighborhoods are allowed to continue and infill within such areas is allowed. These neighborhoods are usually found at a rural crossroads and typically include at least two of the following elements within a one-half mile radius: a cluster of ten or more homes, a church, a cemetery, an old schoolhouse, and/or a general store.

CONSERVATION

Area with extremely limited development potential due to environmental sensitivity, publicly owned natural reservations, or other lands identified for such protective treatment. Limited use for passive recreation is appropriate, only as may be consistent with protection of the area; existing silviculture is also allowable subject to Best Management Practices. Residential use may be allowable not to exceed one unit per 40 acres.

MIXED USE: RURAL RESIDENTIAL

The rural residential classification is intended for rural areas which are undergoing transition from primarily agricultural to a mixed use and eventually will be predominantly residential; associated business activity is also appropriate. Residential uses will account for approximately 75 percent of the total land use in these areas, while the remaining land use may consist of a mix of commercial, small-scale industrial and public uses. To ensure a compatible mix of uses, landscaped buffer areas will be required between residential and non-residential uses. The land development regulations will also have standards for building placement. Density ranges up to 1 unit per 2 acres. The intensity, as measured by land coverage, shall not exceed 50 percent for all uses. In addition, public, charter, and private elementary and middle schools are permitted within the mixed use rural residential land use classification.

MIXED USE: URBAN DEVELOPMENT RESIDENTIAL MEDIUM-HIGH DENSITY

This land use category is intended for a mix of residential and business uses

generally adjacent to existing and urbanizing areas. It is designed to accommodate the needs of residents in the unincorporated area and the areas adjacent to incorporated municipalities. This is a more intense mixed use category than the rural residential classification, allowing more business use and somewhat higher to medium density residential development. To ensure the compatibility of land uses, the land development regulations will include standards for land coverage, building placement and landscaped buffers. Densities up to 2 units per acre are allowable. If either or both central water and sewer are provided units may be clustered for greater density on a parcel, but shall not exceed gross density of 8 units per acre. Public uses are also permissible. The intensity of development, as measured by impervious surface ratio, shall not exceed 60 percent for all uses. In addition, public, charter and private elementary, middle and high schools are permitted within this land use classification.

Mixed Use Medium-High Density is a land use classification intended for a mix of moderate density residential, recreational, public and commercial uses as a unified development. Lands classified as Mixed Use consist of areas used for a mix of residential, recreational, public and commercial uses subject to the following:

- 1. Residential land uses shall comprise a minimum of 50 percent and not exceed 75 percent of the gross acreage. Residential units may be clustered for greater density on a parcel, but not to exceed the gross allowable density for the land use classification of the parcel.
- 2. Commercial land uses shall comprise a minimum of 10 percent and not exceed 25 percent of the gross acreage. Commercial uses shall be clustered within nodes or centers and not more than 25 percent of the frontage of arterial roadway shall be used for commercial use. The commercial nodes shall be interconnected with other land uses to minimize the need to use external roads to access the commercial uses. Access to roadways classified within this Comprehensive Plan as arterial roadways shall be minimized to prevent a strip development pattern, unless frontage roads are utilized;
- 3. Recreation land uses shall comprise a minimum of 5 percent and not exceed 15 percent of the gross acreage of the development. The recreational uses shall provide either resource based or activity based recreation facilities for the residents of the development, but may also provide such activities to other residents of the County at large;
- 4. Public and institutional land uses may comprise up to 25 percent of the total acreage. Locations for public uses such as U.S. Post Offices, government buildings and schools, as well as institutional uses, such as houses of worship and civic organizations are encouraged, but not required. Public and institutional land uses shall be located within or adjacent to a commercial node, if possible;
- 5. All development within the Mixed Use classification shall be required to connect to a central potable water system when available. When a sanitary sewer system with adequate capacity is available to the development

(available is defined as within one-quarter of a mile of the development) all residential, commercial, recreational and public buildings shall connect to both water and sanitary sewer systems. If, within the designated mixed use urban development area of the coastal high hazard area central sewer is not available conventional septic tank systems shall not be permitted and only performance based septic systems that can produce a treatment standard of 10 milligrams per liter of nitrogen or less shall be installed. This shall be limited to new construction or replacement of a failed septic tank system.

MIXED USE: URBAN DEVELOPMENT

This land use category is intended for a mix of residential and business uses generally adjacent to existing urbanized areas. It is designed to accommodate the needs of residents in the unincorporated area and the adjacent incorporated municipalities. This is a more intense mixed use category than the rural residential classification, allowing more business use and somewhat higher density residential development. To ensure the compatibility of land uses, the land development regulations will include standards for land coverage, building placement and landscaped buffers. Densities up to 2 units per acre are allowable. If either or both central water and sewer are provided units may be clustered for greater density on a parcel, but shall not exceed gross density as outlined in the Future Land Use element of this Comprehensive Plan. Public uses are also permissible. The intensity of development, as measured by land coverage, shall not exceed 60 percent for all uses. In addition, public, charter and private elementary, middle and high schools are permitted within the mixed use: urban development land use classification.

Mixed Use (Urban Development) is a land use classification intended for a mix of moderate density residential, recreational, public and commercial uses as a unified development. Lands classified as Mixed Use consist of areas used for a mix of residential, recreational, public and commercial uses subject to the following:

- 1. Residential land uses shall comprise a minimum of 50 percent and not exceed 75 percent of the gross acreage. Residential units may be clustered for greater density on a parcel, but not to exceed the gross allowable density for the land use classification of the parcel;
- 2. Commercial land uses shall comprise a minimum of 10 percent and not exceed 25 percent of the gross acreage. Commercial uses shall be clustered within nodes or centers and not more than 25 percent of the frontage of arterial roadway shall be used for commercial use. The commercial nodes shall be interconnected with other land uses to minimize the need to use external roads to access the commercial uses. Access to roadways classified within this Comprehensive Plan as arterial roadways shall be minimized to prevent a strip development pattern, unless frontage roads are utilized;
- 3. Recreation land uses shall comprise a minimum of 5 percent and not exceed 15 percent of the gross acreage of the development. The recreational uses shall provide either resource based or activity based recreation facilities for the residents of the development, but may also

- provide such activities to other residents of the County at large;
- 4. Public and institutional land uses may comprise up to 25 percent of the total acreage. Locations for public uses such as U.S. Post Offices, government buildings and schools, as well as institutional uses, such as houses of worship and civic organizations are encouraged, but not required. Public and institutional land uses shall be located within or adjacent to a commercial node, if possible;
- 5. All development within the Mixed Use classification shall be required to connect to a central potable water system when available. When a sanitary sewer system with adequate capacity is available to the development (available is defined as within one-quarter of a mile of the development) all residential, commercial, recreational and public buildings shall connect to both water and sanitary sewer systems. If, within the designated mixed use urban development area of the coastal high hazard area central sewer is not available conventional septic tank systems shall not be permitted and only performance based septic systems that can produce a treatment standard of 10 milligrams per liter of nitrogen or less shall be installed. This shall be limited to new construction or replacement of a failed septic tank system.

WATER ORIENTED COMMERCIAL

This land use category is primarily designed for commercial uses related to water oriented activities including, but not limited to, tourism-oriented hotels and motels, restaurants, recreational vehicle parks, boat ramps, bait and tackle shops, campgrounds, and marine-related specialty retail shops. Docking space, accessory to a permitted use and limited to transient use except for the owner, employee, lessee, custodian or watchman living in a permitted accessory dwelling unit as described below, may be permitted by special exception subject to approval of all applicable outside agency permits by all such agencies. One dwelling unit for use by either the owner, an employee, lessee, custodian, or watchman (including immediate family) may be permitted as an accessory use as part of an approved site plan where such dwelling unit is located on the same lot or parcel. Public uses are also permissible. The intensity of non-residential development, as measured by land coverage, shall not exceed 50 percent. Where an accessory use for a single residential unit has been approved pursuant to the above limitations, the land coverage shall not exceed 60 percent.

INDUSTRIAL

This category of land use is intended for industry such as wood product processing, warehousing, storage, manufacturing, airport and aviation related uses, as well as public, charter and private schools teaching industrial arts curriculum. Limited commercial uses are also permissible consistent with the industrial character of the area. One dwelling unit for use by either the owner, an employee, lessee, custodian, or watchman (including immediate family) may be permitted as an accessory use as part of an approved site plan where such dwelling unit is located on the same lot or parcel. Public uses are also permissible. The intensity of non-residential development, as measured by land coverage, shall not exceed 75 percent. Where an accessory use for a single residential unit has been approved

pursuant to the above limitations, the land coverage shall not exceed 80 percent. The floor area ratio shall not exceed .25.

PUBLIC

This land use category provides for educational uses, recreation uses, conservation and public facilities. Uses in this category include only institutional, recreation, conservation and public service/utility. Intensity, as measured by land coverage shall not exceed 50 percent for institutional uses, and 25 percent for all other allowed uses. The floor area ratio shall not exceed .25.

AVIATION RELATED COMMERCIAL

Permissible uses in this land use category are limited to those uses which are characterized by the aviation industry or provide necessary services to aviation-related uses. Such uses may be of industrial, commercial, institutional or office character if related to aviation. Government uses, other public uses and essential services such as utilities and communications are also permissible. Intensity, as measured by land coverage, shall not exceed 60 percent. The floor area ratio shall not exceed .25.

SWEETWATER RESORT COMMUNITY

- 1. Purpose and intent. The Sweetwater Resort Community future land use category shall apply to approximately 1,291 acres of land, situated along Dekle Beach Road and County Road 361, as depicted on the County Future Land Use Map. The area shall not be the subject of a small scale comprehensive plan amendment at any time in the future. The land use category provides for a compact, integrated mixed-use resort community that is designed with connectivity among the uses in order to promote a pedestrian/biking/golf cart transportation network. Proposed development is primarily clustered in upland areas to create large tracts of open space, protect environmentally sensitive areas, and promote ecotourism. The community shall be served by central water and sewer. The Sweetwater Resort Community shall provide a positive fiscal impact for the County which is designated as a Rural Area of Critical Economic Concern.
- 2. Sub-area Descriptions. Within the Sweetwater Resort Community land use category, three general sub-areas as shown on Figure 4 will apply to the land as follows:
 - a. Development Area. The development area will consist of nodes of development (A, B, C, D, E, and F), including a mixed-use town center (E and F), with access to County Road 361 where residential, commercial, hotel/conference center, recreation, civic/public uses, roads, trails, boardwalks, kayak launching facility, and supporting infrastructure will occur. This area occupies approximately 127 acres.
 - b. Golf Course Area. The golf course area will be limited to an 18-hole golf course, 12,000 square foot clubhouse, 6,500 square foot maintenance facility, and supporting infrastructure. This area occupies approximately 147 acres.

- c. Conservation Area. The conservation area is the remainder of the land that is not developed and shall be designated conservation with the following allowable uses: fishing, passive recreation including boardwalks and park areas, water resources utilization, and preservation/conservation. This area occupies approximately 1,017 acres.
- 3. Development Standards. The following development standards shall apply to development within the Sweetwater Resort Community land use category and shall be implemented in a manner consistent with the purpose and guidelines of this policy.
 - a. Permitted Uses. Permitted uses shall be limited to the following: residential, hotels/conference centers, commercial uses, golf course, civic/public uses, roads, utilities and other infrastructure services, silvicultural uses except in the Conservation Area, recreation and conservation/preservation uses. Other water-oriented recreational access uses are permitted, but may require additional modification to the Development Area sub-area description. The applicant shall be responsible for acquiring all applicable environmental permits necessary to approve other water-oriented recreational access uses.
 - b. Density/Intensity. Development within the Sweetwater Resort Community land use category shall be limited to:
 - (1) 624 residential units, 400 resort hotel rooms, 150,000 square feet of commercial space, civic/public uses, roads, pedestrian/biking/cart trails, passive recreation, boardwalks, kayak launching facility and supporting infrastructure. Development Nodes A, B, and C as shown on Figure 4, will be limited to a total of 150 residential units and associated recreation uses with a neighborhood commercial center limited to 30,000 square feet located in Node B to serve the residential development. A neighborhood commercial center will also be located in node D to serve the hotel and residential development.
 - (2) No more than 190 of the 624 residential units and no more than 150 of the 400 resort hotel rooms shall be allowed in the coastal high hazard area. Buildings shall be limited to a maximum of four habitable stories.
 - (3) An 18-hole golf course, a clubhouse no larger than 12,000 square feet, a maintenance facility no larger than 6,500 square feet, and supporting infrastructure.
- 4. Infrastructure. Central infrastructure shall be planned and designed for potable Water, sanitary sewer, roadways, and drainage. The County shall not be responsible for funding the provision of transportation and infrastructure required to support proposed development within the Sweetwater Resort Community. These systems will ultimately be maintained by the developer, homeowners or condominium or property owners association, a Community Development District, or other similar

responsible entity.

- a. Potable Water. All potable water needs within the proposed development shall be serviced by a central potable water system.
 The developer will construct or cause to be constructed all necessary water service infrastructure to service the development.
- b. Sanitary Sewer. All sanitary sewer needs within the proposed development shall be serviced by a central sanitary sewer system. The developer will provide wastewater treatment and disposal that complies with the applicable provisions of paragraph (4)(c) below. It is proposed that the wastewater treatment facility will use the advanced wastewater treatment process which produces an effluent of higher quality than achieved by traditional secondary treatment processes. However, if a hydrogeologic study performed during the permitting phase for a new wastewater treatment plant, determines that a secondary treatment level similar to that of the existing wastewater treatment plant will comply with the applicable provisions of paragraph (4)(c), the new wastewater treatment plant shall not be required to use the advanced wastewater treatment process.
- Drainage. All stormwater runoff and drainage system c. improvements within the property will be designed and constructed in accordance with Chapter 408-4 Florida Administrative Code; shall be constructed or caused to be constructed by the developer; and maintained by the developer, a home/condominium/property owners association, a Community Development District, or other similar responsible entity. Stormwater runoff will be treated by proposed wet detention stormwater management systems and will meet water quality standards required by the Suwannee River Water Management District and Florida Department of Environmental Protection for Outstanding Florida Waters. The owner commits to maintaining natural freshwater flows to the aquatic preserve and associated salt marshes to ensure maintenance of the natural salinity regime of those waters, and to operating and maintaining the stormwater and wastewater treatment systems for the developed areas in a manner that ensures the water quality of the aquatic preserve and salt marshes is maintained in accordance with Chapter 62-302, Florida Administrative Code. Final design specifications for such additional water quality protection measures, which will be developed during project permitting, shall address the establishment of baseline pre-development water quality data for the aquatic preserve and salt marshes and establishment of a water quality monitoring program for those waters for a minimum of five (5) years after the golf course is in operation. In addition, the golf course will obtain and maintain throughout the life of the golf course, the designation at the Silver Level in the Audubon International Signature Cooperative Sanctuary Program in order to achieve heightened water quality and conservation benefits. In addition, the

golf course will implement the protective measures and guidelines listed below:

- (1) Use a rainwater collection or gray water system for irrigation, and flushing toilets, and otherwise recapturing and reusingwater resources.
- (2) Minimize water usage by monitoring water consumption and installing low-flow devices.
- (3) Evaluate sustainable yields for the lowest flow periods of water supply and design delivery systems to accommodate those periods.
- (4) Maximize the use of native and naturalized plants and turf that are biologically appropriate for the natural region, to avoid or minimize use of irrigation, fertilizers, and pesticides.
- (5) Design and maintain irrigation systems to use the minimum amount of water needed, and only where and when necessary.
- (6) Control erosion and runoff.
- (7) Avoid or minimize the use of fertilizers and pesticides and store, handle, and dispose of them in ways that will not result in contamination to ground and surface waters.
- (8) Use organic fertilizers, where fertilization is necessary.
- (9) Avoid direct drainage to surface waters from areas where fertilizers or pesticides are used, and maintain vegetative buffers along the margins of water bodies to filter fertilizers, pesticides, other contaminants, and sediments.
- 5. Wetland Protection. Development shall be clustered to avoid encroachments into wetlands. Less than three percent of the total wetlands within the 1,291-acre site will be directly impacted by development. In the golf course area direct wetland impacts shall not exceed 16.5 acres. Development shall comply with the state permitting requirements, including required mitigation and wetland buffers, in accordance with Chapter 62, Florida Administrative Code. Mitigation to offset proposed wetlands impacts will be determined using the Uniform Mitigation Assessment Method, Chapter 62-345 Florida Administrative Code.

Policy I.3.3

The County shall provide for dwelling unit densities in the rural areas by land classification, as described above and summarized below. The land classifications are delineated on the Future Land Use Plan Map.

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CLASSIFICATION	MAXIMUM DENSITY
Agricultural-1	less than or equal to 1 dwelling unit per 20 acres
Agricultural-2	less than or equal to 1 dwelling unit per 10 acres
Agriculture/Rural Residential	less than or equal to 1 dwelling unit per 5 acres
Conservation	less than or equal to 1 dwelling unit per 40 acres
Mixed Use Rural Residential	less than or equal to 1 dwelling unit per 2 acres
Mixed Use - Urban Development	less than or equal to 2 dwelling units per acre except as outlined in the Future Land Use Element of this Comprehensive Plan

Policy I.3.4

The County shall require the location of public, private and charter school sites to be consistent with the following criteria:

- 1. The proposed school location shall be compatible with present and projected use of adjacent property;
- 2. Adequate public facilities and services are, or will be available concurrent with the development of the school;
- 3. There are no significant environmental constraints that would preclude development of an educational facility on the site;
- 4. There will be no adverse impacts on archaeological or historic sites or structures listed on the State of Florida Historic Master Site File, which are located on the site;
- 5. The proposed location is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- 6. The proposed site can accommodate the required parking and circulation of vehicles on the site; and
- 7. Where feasible, the proposed site is so located to allow for co-location with parks, libraries and community centers.

Policy I.3.5

The County shall require the development of public, private and charter school sites to be consistent with the following standards:

1. Middle and high schools shall be located on collector or arterial roadways, as functionally classified within the Comprehensive Plan, which have sufficient capacity to carry traffic to be generated by the school and are

- suitable for high volume traffic during evening and special events as determined by generally acceptable traffic engineering standards;
- 2. The location, arrangement and lighting of play fields and playgrounds shall be located and buffered as may be necessary to minimize impacts to adjacent residential property; and
- 3. All structural setbacks, building heights, and access requirements shall be governed by the County's land development regulations.
- Policy 1.3.6

Transfer of Development Rights (redistribution of residential units from one project area boundary (sending area) to a separate project area boundary (receiving area) is permitted in conjunction with a Future Land Use Map Amendment that clearly depicts the sending area, the receiving area, and the number of residential units transferred.

OBJECTIVE I.4

The County shall continue to regulate the location of land development consistent with topography and soil conditions.

Policy I.4.1

The County shall restrict development within unsuitable areas due to flooding, improper drainage, steep slopes, rock formations and adverse earth formations, unless acceptable methods are formulated by the developer and approved by the County to solve the problems created by the unsuitable land conditions.

OBJECTIVE I.5

The County shall continue to require that proposed development be approved only where the public facilities meet or exceed the adopted level of service standards, consistent with the requirements of concurrency.

Policy I.5.1

The County continue to maintain procedures for the review of proposed development to determine it's impact on level of service standards for public facilities and shall require that level of service standards be met concurrently with the impact of development.

OBJECTIVE I.6

The County shall continue to require that adjacent land uses shall not be adversely impacted by any change in land use.

Policy I.6.1

The County shall limit mining activity to those areas designated on the Future Land Use Plan Map as Agricultural-1 and Agricultural-2, and shall require compliance with state and/or federal permitting requirements and regulations.

Policy I.6.2

The County shall include provisions for adequate drainage, stormwater management, open space and convenient on site traffic flow for all development.

Policy I.6.3

The County shall limit the intensity of development by requiring that the length of lots less than 10 acres in size does not exceed three times the width of lots which are less than ten acres within all land use categories which permit dwelling units.

Policy I.6.4

The County shall participate in the National Flood Insurance Program and regulate development and the installation of utilities in flood hazard areas in conformance with the requirements of the program.

Policy I.6.5

The County shall require that new development, or other newly permitted land uses, shall be compatible with previously existing land uses or shall provide appropriate buffers to protect existing land uses from adverse impacts of the new

development.

OBJECTIVE I.7 The County shall continue to identify and designate blighted areas which may be

feasible for redevelopment or renewal, through the updating of the housing

condition survey.

Policy I.7.1 The County shall request federal and state funds to redevelop and renew any

identified blighted areas, where the County finds, through its preliminary investigations, there is a competitive feasibility to receive such funding.

Policy I.7.2 The County shall encourage the private sector to participate in programs to

redevelop and renew any identified blighted areas.

OBJECTIVE I.8 The County shall continue to work towards the reduction of uses inconsistent

with the County's character and future land uses, establishing such inconsistent uses as non-conformities, and shall continue to govern the continuation,

reduction or elimination of these non-conformities.

Policy I.8.1 Vacant or unimproved lots or parcels which are non-conforming as to size for

residential use for single family, duplex, or triplex units only, and which can individually be identified and described from documents recorded in the Public Records of the County on June 29, 1990, the date of adoption of this

Comprehensive Plan shall continue to be eligible for the issuance of residential building permits, subject to all other provisions of the plan, including setbacks

and concurrency.

Policy I.8.2 Nonconforming residential lots or parcels may continue in residential use until

their separate identity is lost or there is a change in use.

Policy I.8.3 Other nonconforming uses which are in existence at the time of adoption of this

Comprehensive Plan shall be allowed to continue until their natural demise. Nonconforming uses which are terminated shall not be allowed to resume as a nonconformity. The activity or operation of a nonconforming use may be suspended, however, for up to one year by the current owner without losing the

right to resume the activity or operation of the nonconforming use.

Policy I.8.4 Nonconforming structures or structures on nonconforming parcels may be rebuilt

or repaired if destroyed or damaged by fire, windstorm, or other cause, subject to compliance with the building codes, regulations and permitting requirements then in effect, to the extent possible. Such rebuilding or repair shall not increase the extent of the nonconformity. However, provided that, any such redevelopment shall allow the replacement of the same number of dwelling units that lawfully

existed prior to destruction or damage.

Policy I.8.5 Normal maintenance or repair of nonconforming structures shall be allowed,

subject to current permitting regulations and building codes. Expansions of the size of nonconforming structures which increase the degree of nonconformity

shall not be allowed.

Policy I.8.6 The County shall allow the use of a parcel of property solely as a homestead by

an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned

to the parcel in the Plan. Such a provision shall apply only once to any

individual. The minimum size parcel to which this policy shall apply shall be one acre.

OBJECTIVE I.9

The County shall continue to use a Historic Preservation Agency appointed by the Board of County Commissioners to assist the Board of County Commissioners with the designation of historic landmarks and landmark sites or historic districts within the unincorporated area of the County based upon criteria utilized for the National Register of Historic Places and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. The Historic Preservation Agency shall review applications for historic designation and after conducting a duly noticed public hearing shall make a recommendation to the Board of County Commissioners based upon the criteria stated in the maintenance and reuses of historical structures policy contained within the Future Land Use Element of the Comprehensive Plan.

Policy I.9.1

The County shall maintain a listing of all known prehistoric and historic sites having particular significance to the history of the County, state or nation, whose locations have been documented and can be physically located within the unincorporated area of the County. This list shall be based on the Florida Master Site File developed and maintained by the Florida Department of State and updated as new documented information regarding the prehistoric or historic significance of a site is identified and provided to the County.

Policy I.9.2

The County shall maintain criteria for designating historic structures and sites and further, establish guidelines for the maintenance and adaptive reuse of historic structures and sites.

- 1. The effect of the proposed work on the landmark or the property upon which such work is to be done;
- 2. The relationship between such work and other structures on the historic housing site;
- 3. The extent to which the historic architectural significance, architectural style, design, arrangement, texture, materials, and color of the historic housing will be affected; and
- 4. Whether the denial of a certificate would deprive the property owner of reasonable beneficial use of his or her property.

OBJECTIVE I.10

The County shall continue to protect natural resources and environmentally sensitive lands (including wetlands and floodplains). For the purposes of this Comprehensive Plan "wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads,

bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

Policy I.10.1

The County shall continue to protect community potable water supply wells by restricting uses within the 300 foot area designed by this Comprehensive Plan to those that do not handle hazardous materials of any type or have the potential to harm the water supply in accordance with Chapters 62-521 and 62-555, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan. All new wellfield protection areas shall be controlled by the owner of the community water system, either by conservation easement or in fee simple ownership. In addition, no transportation or storage of such regulated materials shall be allowed in the wellfield protection area, as defined by Chapter 62-730, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan and Code of Florida Regulations, Title 40, Part 302 and 355, and Title 49, Part 172 in effect on January 1, 2003 upon adoption of this Comprehensive Plan except local traffic serving facilities within the wellfield protection area.

Policy I.10.2

The County shall continue to allow mitigation of the adverse effects of land uses on environmentally sensitive areas. The County shall require all new development to maintain the natural functions of environmentally sensitive areas, including but not limited to wetlands and 100-year floodplains so that the long term environmental integrity, and economic and recreational value of these areas is maintained.

Policy I.10.3

As part of the County's development review process, environmentally sensitive land shall be identified for protection. These environmentally sensitive lands shall include, but not be limited to, wetlands, floodprone areas, areas designated as high groundwater aquifer recharge areas. Where the alternative of clustering all structures on the non-wetland portion of the site exists, the County shall provide for the conservation of wetlands by prohibiting development which alters the natural function of wetlands. Mitigation efforts shall be required for activities which alter the natural function of wetlands in accordance with Chapter 40B-400, Florida Administrative Code in effect January 1, 2005 upon adoption of this Comprehensive Plan. Such mitigation efforts shall result in no net loss of wetland functions and all restored or created wetlands shall be of the same ecological type, nature and function.

Policy I.10.4

Where the alternative of clustering all structures on the non-wetland portion of a site does not exist, the County shall allow only minimal residential development activity in those areas defined as wetlands within this Comprehensive Plan and such development activity shall conform to the density requirement for the land use classification applicable to the location of the wetland. However, in no case shall residential dwelling unit density be greater than 1 dwelling unit per 40 acres. In addition, such development activity shall comply with the following densities and performance standards:

1. Residences and any support buildings shall be elevated no lower than 1 foot above the highest recorded flood level in the wetland. If flooding data

- is not available, residences and any support buildings shall be built at least 2 feet above the highest seasonal water level;
- 2. Clearing or removal of native vegetation shall not exceed ½ acre per 5 acres. Exotic vegetation may be removed without regard to this limitation provided that, if the area cleared of exotic vegetation exceeds the applicable ½ acre limitation, it is replanted with native wetland vegetation; and
- 3. Walking paths and driveways to the residence shall use permeable fill and shall be constructed with a sufficient number and size of culverts to allow the natural flow of water to continue.

OBJECTIVE I.11

The County shall continue to maintain a process for coordination with agencies responsible for the implementation of any regional resource planning and management plan prepared pursuant to Chapter 380, Florida Statutes, as amended.

Policy I.11.1

The County shall require that all proposed development which is subject to the provisions of any regional resource planning and management plan be consistent with such plan and that the proposed development be reviewed for such consistency during the development review process.

OBJECTIVE I.12

The County shall permit the installation of public utilities needed to provide essential service to existing and future land uses in all land use classifications. Electrical substations shall be a permitted use by right within all land use classifications, except Conservation future land use category and any Historic Preservation Overlay district as depicted on the Future Land Use Plan Map.

Policy I.12.1

Public utilities needed to provide essential service to existing land uses and to such future land uses as are authorized by other plan elements shall be permitted in all of the land use classifications conforming to appropriate location criteria.

Policy I.12.2

New distribution electric substations should be constructed to the maximum extent practicable, to achieve compatibility with adjacent and surrounding land uses. The following standards intended to balance the need for electricity with land use compatibility shall apply to new distribution electric substations.

- 1. In nonresidential areas abutting residential areas, a setback of 100 feet between the distribution electric substation property boundary and permanent equipment structures shall be maintained. An open green space shall be formed by installing native landscaping, including trees and shrub material. Substation equipment shall be protected by a security fence.
- 2. In residential areas, a setback of 100 feet between the distribution electric substation property boundary and permanent equipment structures shall be maintained. An open green space shall be formed by installing native landscaping, including trees and shrub material. Substation equipment shall be protected by a security fence.

OBJECTIVE 1.13

The County shall establish land use criteria which give priority to the siting and development of water-dependent uses along coastal lands, as compared with other uses.

Policy I.13.1

The County recognizes the need to establish the public interest in achieving a balance between competing waterfront land uses and the limited amount of shoreline available for such uses. The County shall utilize the following priority list in reviewing applications for shoreline uses, so as to provide increased priority for water dependent uses when allowed within applicable land use districts. Uses listed first shall generally be given the highest priority of all uses that may be proposed along the shoreline, with other uses listed in the order of declining priority.

- 1. Water-dependent uses such as fish, shellfish and wildlife production, recreation, water dependent industry and utilities, marinas and navigation;
- 2. Water-related uses such as certain utilities, commerce and industrial uses;
- 3. Water-enhanced uses such as some recreation uses; and
- 4. Non-water dependent or related activities such as residential.

Policy I.13.2

The County shall continue participating in the Waterfronts Florida Partnership Program in order to revitalize, renew and promote interest in waterfront districts.

Policy I.13.3

The County shall continue to pursue grant funds from the Florida Communities Trust or other sources to increase public accessibility to coastal resources, including public marinas, fishing piers, or recreational trails.

OBJECTIVE 1.14

The County shall promote a sustainable and efficient land use pattern by encouraging development to incorporate the following development strategies.

Policy I.14.1

The County shall encourage sustainable community development that conserves energy, water resources and reduces greenhouse gas emissions through innovative, energy-efficient building construction strategies, consistent with recognized green building standards. These strategies may include the following:

- 1. Implement the sustainable land use pattern described by the Vision 2060 Plan through Comprehensive Plan Amendments to the County's Future Land Use Map;
- 2. Require a mixture of uses and diversity of housing types for each Vision 2060 Plan land use category and Urban Planning Area designated on the Future Land Use Map;
- 3. Require compact development within the Urban Planning Areas of the Future Land Use Map to preserve open space, increase energy efficiency, and reduce the overall development footprint of the County;
- 4. Coordinate with landowners to provide a connected network of community amenities, including parks, multi-use pathways, and open space to emphasize pedestrian and bicycle mobility.
- 5. Encourage other alternative modes of transportation that reduce the average vehicle miles traveled and greenhouse gas emissions;

- 6. Develop incentives for water conservation;
- 7. Incorporate Florida Waterwise landscaping to reduce the use of potable water at new public buildings;
- 8. Encourage development on previously-used sites where infrastructure already exists;
- 9. Encourage development adjacent to existing developed areas;
- 10. Protect and enhance natural systems; and
- 11. Use surface waters, conservation lands and environmental open space as a visual amenity.

OBJECTIVES AND POLICIES OPTIONAL VISION 2060 PLAN OVERLAY

The Vision 2060 Plan was created by the community to promote sustainable land use and development patterns that enhance the quality of life for The County citizens, support economic vitality, and accommodate anticipated population growth and development in an environmentally acceptable manner. Therefore, in order to promote development as described in the Vision 2060 Plan, the County hereby establishes the following Objectives I.15 through I.20 and related Policies. A landowner may choose to apply for land use classifications described in Policies I.16.9, I.16.10, and I.17.3 when proposing an amendment to the Comprehensive Plan, which a landowner may choose to implement. Landowners who choose not to implement the vision may continue to develop consistent with the Future Land Use Map and all applicable plan provisions.

OBJECTIVE I.15	In order to provide opportunities for new growth while preserving open space and agricultural land, the County shall establish planning areas designated for urban development.
Policy I.15.1	The County shall encourage the provision of infrastructure investments inside of the Urban Service Areas, consistent with the Vision 2060 Plan. Urban Services Areas shall be designated for urban development and redevelopment. Services and infrastructure, including potable water and wastewater, shall be provided within the Urban Services Areas.
Policy I.15.2	The location of Urban Service Areas shall be consistent with the Vision 2060 Plan. Urban Service Area boundaries are approximate and may be amended by the Board of County Commissioners.
Policy I.15.3	The Urban Service Areas shall consist of two separate districts, consistent with the Vision 2060 Plan. The Urban District shall be centered on and around the City of Perry. The Coastal District shall be proximate to the Gulf of Mexico coastline and include the communities of Steinhatchee, Keaton Beach, and Deckle Beach.
OBJECTIVE I.16	The County shall encourage new development and redevelopment to be in the

and civic land uses. Two or more neighborhoods may form a village.

Policy I.16.1 In order to implement the compact urban form described in the Vision 2060 Plar

In order to implement the compact urban form described in the Vision 2060 Plan, residential development sites shall meet the minimum net density requirements

form of complete neighborhoods, which may include residential, non-residential,

described in Table I-1: Summary of the Vision 2060 Plan Land Use

Classifications.

Residential density beyond the minimum net density requirements may be Policy I.16.2 permitted by the Board of County Commissioners if the new development includes workforce housing to provide a variety of housing choices, energy and water efficient development, or through density transfer or clustering. Residential density shall not exceed the maximum net density described in Table I-1: Summary of the Vision 2060 Plan Land Use Classifications. Total residential units shall be calculated using gross acreage of a project area Policy I.16.3 boundary and the applicable permitted density. Minimum net residential density calculations shall not include wetlands, waterbodies, or stormwater retention facilities. The County shall promote compact new development to encourage pedestrian Policy I.16.4 and other non-vehicular trips. The County shall require a variety of housing types, including but not limited to Policy I. 16.5 single family detached, townhomes, and apartments, within residential neighborhoods of the Urban Planning Areas. Development within a coastal Planning Area shall be organized as a Coastal Village and shall be a minimum of 1,000 gross acres in size. Coastal Planning Areas #1 and #7 may each contain up to two Coastal Villages. When two Coastal Villages are used, each Coastal Village shall be a minimum of 1,000 gross acres in size. Each Coastal Village shall include at least one (1) Coastal Village Center, as described in Policy I.16.10 (a) and (b). The County shall promote neighborhood design standards that require multiple Policy I.16.6 ingress and egress points and interconnected street systems to enhance connectivity between neighborhoods, reduce traffic backlogs, and provide multiple emergency access points. The County shall identify and designate one or more sites as a Regional Policy I.16.7 Employment Center District, intended for industrial, business, office, research park use, and support residential use where appropriate. The County shall designate at least one Regional Employment Center "mega-Policy I.16.8

site" to accommodate a major employer(s). Such employer(s) could be characterized by a low development footprint and large buffers around the use.

The County hereby establishes the following land use categories for sustainable development patterns within the Urban Services Area, based upon creating a development pattern that reinforces a Hierarchy of Places. Land use definitions specifying densities and intensities of residential and nonresidential uses within the Urban District are as follows:

1. Urban Village - The Urban Village is intended to include the most intense developments in The County. It is a combination of the existing built environment and new development in the form of infill, redevelopment, and complementary new construction within and immediately adjacent to Perry. The Urban Village Center is a cultural, economic, and population center of the County and the Nature Coast region. The minimum net residential density for this land use classification is 5 units per acre. The maximum net residential density is 24 dwelling units acre. The maximum floor area ratio

Policy I.16.9

- for any non-residential development site is 1.0. The Urban Village shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications.
- 2. Compact Mixed Use Village The Compact Mixed Use Village is a medium density, mixed use community, located outside of and adjacent to the Urban Village. It may contain between two and four neighborhoods, each within a quarter-mile walk of a central elementary school and / or public park. A mixed use village center may be located at the intersection of the neighborhoods, and shall provide sufficient non-residential land to support the daily needs of the village residents. The minimum net residential density of this land use classification is 4 units per acre. The maximum net residential density is 22 dwelling units per acre. The maximum floor area ratio for any non-residential development site is 0.75. A Compacted Mixed Use Village shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications.
- 3. Suburban Village The Suburban Village is a medium density development located within the Urban District. The primary use is residential. It may also contain neighborhood commercial, office, and service uses. The minimum net residential density of this land use is 3 units per acre. The maximum net residential density is 12 dwelling units per acre. The maximum floor area ratio for any non-residential development site is 0.40. A Suburban Village shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications.
- 4. Regional Employment Center The Regional Employment Center provides a designated area for employment-based development, including but not limited to:
 - a. Residential (including but not limited to single family residential and multi-family residential);
 - b. Commercial (including but not limited to retail, services and hotel);
 - Industrial/Warehousing (including but not limited to wood product processing, storage, airport and aviation related uses, logistical support uses, manufacturing, energy, and green industries);
 - d. Business/Office (including but not limited to research parks, business / office uses and parks);
 - e. Educational/Training (including but not limited to public, charter, and private schools, and college campuses);
 - f. Medical (including but not limited to medical facilities and campus(es));
 - g. Institutional;
 - h. Public; and
 - i. Recreation.

Different uses may be broken into separate development sites within a Regional Employment Center. It shall be located close to major roadway corridors to promote a jobs-housing balance. The primary purpose of the Regional Employment Center is to accommodate employment-based development.

Residential should be compatible with, and may provide a transition between, the Regional Employment Center and adjacent urban land uses. The maximum net residential density is 22 dwelling units per acre. The maximum floor area ratio for any non-residential development site is 0.75. A Regional Employment Center shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications, except that no minimum number of land uses and no mix is required for Planning Areas 11, 12, and 18.

Policy I.16.10

The County hereby establishes the following land use categories for sustainable development patterns within the Urban Services Area, based upon creating a development pattern that reinforces a Hierarchy of Places. Land use definitions specifying densities and intensities of residential and nonresidential uses within the Coastal District are as follows:

- Coastal Village Center The Coastal Village Center is a mixed use center, located adjacent to, and serving, one or more Coastal Villages. It has a mix of uses, including residential, commercial, office, educational, and institutional. The minimum net residential density of this land use classification is 5 units per acre. The maximum net residential density is 12 dwelling units per acre. The maximum floor area ratio for any non-residential development site is 0.50. A Coastal Village Center shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications.
- 2. Coastal Village The Coastal Village is a medium density village in close proximity to the County coastal resources. The minimum net residential density of this land use classification is 2 units per acre. The maximum net residential density is 5 dwelling units per acre. The maximum Floor Area Ratio for any non-residential development site is 0.40. A Coastal Village shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications. Coastal Village Center shall be a permitted use within the Coastal Village land use classification, provided that the development program for a Planning Area does not exceed the maximum permitted by Table I-2.

OBJECTIVE I.17

In order to provide opportunities for new growth while preserving open space and agricultural land, the County shall establish planning areas designated for rural development.

Policy I.17.1

The Rural Service Area shall consist of lands not located within an Urban Services Area, as designated on the Vision 2060 Plan.

Policy I.17.2

The Rural Service Area shall be designated for rural development and conservation. Incentives, such as Transfer of Development Rights, shall be provided to encourage the preservation of land. Limited public services may be provided in the Rural Service Area. The provision of public infrastructure shall

not be encouraged, except for water delivery systems to provide fire protection or centralized wastewater treatment systems when units are clustered or adjacent to sensitive environmental resources.

Policy I.17.3

The County hereby establishes the following land use categories for sustainable development patterns within the Rural Services Area, based upon creating a development pattern that reinforces a Hierarchy of Places. Land use definitions specifying densities and intensities of residential and nonresidential uses within the Rural Services Area are as follows:

- 1. Rural Village The Rural Village is an extension and expansion of existing rural communities and may be located within the Rural Services Area only. The Rural Village has neighborhood commercial and services designed to serve the surrounding rural community. Rural Villages should be no larger than 2,500 units. The minimum net residential density of this land use classification is 0.5 units per acre. The maximum net residential density is 3 dwelling units per acre, when clustered. The maximum floor area ratio for any non-residential development site is 0.25. A Rural Village shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications.
- 2. Rural Settlement The Rural Settlement is intended for the Rural Service Area only. It represents a traditional development pattern in the County, and may be an expansion of existing communities, such as Salem and Lake Bird. The Rural Settlement has limited neighborhood commercial and services designed to serve the surrounding rural community. Rural Settlements should be no larger than 1,000 units. The minimum net residential density of this land use classification is 0.5 units per acre. The maximum net residential density is 2 dwelling units per acre, when clustered. The maximum floor area ratio for any non-residential development site is 0.25. A Rural Settlement shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications.
- 3. Conservation Community This community type is permitted in Rural Service Area only. Residential units should be clustered to limit the total development footprint and to preserve open space to the greatest extent practical. The Conservation Community should be no larger than 1,500 units. Overall development density must be consistent with the existing Future Land Use Map designation, and should be clustered at a minimum net residential density of 1 unit per developed acre. The remaining land that is not developed is to be preserved for agricultural uses, including but not limited to silviculture, open space, or nature-based recreation. The net residential maximum density is 2 dwelling units per acre, when clustered. The maximum floor area ratio for any non-residential development site is 0.15. A Conservation Community shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications.
- 4. Ecological Village This community type is located within or in close proximity to state-owned lands on the Gulf Coast or river systems. Ecological Villages are designed to be very low-intensity land uses that

provide facilities and access to outdoor recreation, such as hunting, fishing, hiking, and trail riding. Public access to water resources for both motorized and non-motorized boats is provided where possible. The maximum net residential density is 1 dwelling unit per acre, when clustered. The maximum floor area ratio for any non-residential development site is 0.15. An Ecological Village shall include two or more land uses, with the mix consistent with Table I-1: Summary of the Vision 2060 Plan Land Use Classifications.

5. Agriculture-Transfer (A-T) - This land use classification is established for the purpose of assigning and transferring existing density to Urban and Rural Planning Areas on the 2035 Future Land Use Map, in accordance with existing underlying density. Uses shall be as specified in the Agriculture-2 land use category; however, residential dwelling units shall not permitted in Agriculture-Transfer land use and may only be used when transferred to urban and rural planning areas upon approval of a development of regional impact a finding of compliance of a coordinated review comprehensive plan amendment.

Policy I. 17.4

Regional Employment Center shall be a permitted land use within the Rural Services Area, consistent with the Vision 2060 Plan. No residential use shall be permitted in Rural Planning Area #18, except for limited dwelling units for use by either the owner, an employee, lessee, custodian, or watchman (including immediate family) permitted as an accessory use as part of an approved site plan where located on the same lot or parcel. A minimum average 100-foot buffer shall be required where adjacent to state-owned lands.

Community Type	Minimum Net Density (1)	Maximum Net Density (2)	Maximum Floor Area Ratio (3)	Typical Open Space (4)	Allowable Uses and Typical Mixture (5)
Urban Village	5 dwelling units per acre	24 dwelling units per acre	1.0	20%	Residential: 40% - 70% Commercial: 20 - 40% Office: 10 - 30% Institutional/Schools: 5% - 15%
Compact Mixed Use Community	4 dwelling units per acre	22 dwelling units per acre	0.75	30%	Residential: 40% - 70% Commercial: 10% - 30% Office: 5% - 30% Institutional/Schools: 5% - 15%
Community Type	Minimum Net Density (1)	Maximum Net Density (2)	Maximum Floor Area Ratio (3)	Typical Open Space (4)	Allowable Uses and Typical Mixture (5)

Suburban Village	3 dwelling units	12 dwelling units per acre	0.40	30%	Residential: 60% - 80%
Village	per acre	umis per acre			Commercial/Office: 5% - 15%
					Institutional/Schools: 5% - 15%
Regional	n/a	22 dwelling	0.75	30%	Residential: 0% - 25%
Employment Center		units per acre			Commercial: 5% - 25%
					Industrial/Warehousing: 10% - 60%
					Business/Office: 10% - 60%
	1				Institutional: 0% - 15%
					Educational/Training: 0% - 30%
			<u></u>		Medical: 0% - 30%
Coastal Village	5 dwelling	12 dwelling	0.50	25%	Residential: 30% - 70%
Center	units per acre	units per acre			Commercial: 20% - 40%
					Office: 20% - 40%
					Institutional/Schools: 5% - 20%
Coastal Village	2 dwelling units per acre	5 dwelling units per acre	0.40	30%	Residential: 40% - 70%
					Commercial: 5% - 15%
					Office: 5% -15%
					Institutional/Schools: 5% - 15%
Coastal Settlement	Density and intensity shall be as specified in the County Comprehensive Plan		40%	Uses shall be as specified in the The County Comprehensive Plan	
Rural	0.5 dwelling	2 dwelling	0.25	40%	Residential: 50% - 80%
Settlement	unit per acre (when clustered)	units per acre (when clustered)			Commercial/Office: 5% - 20%
	ciusici cu)	ciusicicu)			Institutional/Schools: 5% - 15%
Rural Village	0.5 dwelling	3 dwelling	0.25	40%	Residential: 50% - 80%
_	units per acre (when clustered)	units per acre (when clustered)			Commercial/Office: 10% - 30%
	clusicied)	Ciusicicu)			Institutional/Schools: 5% - 15%

Community Type	Minimum Net Density (1)	Maximum Net Density (2)	Maximum Floor Area Ratio (3)	Typical Open Space (4)	Allowable Uses and Typical Mixture (5)
Conservation Community	1 dwelling unit per acre (when clustered)	2 dwelling units per acre (when clustered)	0.15	60%	Residential: 50% - 70% Commercial/Office: 5% - 20% Institutional/Schools: 5% - 15%
Ecological Village	Density is based on existing land use entitlements	1 dwelling unit per net (when clustered)	0.15	60%	Residential: 60% - 80% Commercial/Office: 5% - 20% Institutional/Schools: 5% - 15%
Agriculture- Transfer	Residential Use not permitted	Residential Use not permitted	n/a	100%	Uses shall be as specified in the Agriculture-2 land use category

Table I-1 Notes:

- (1) Total residential units are calculated using gross acreage of a project area boundary and the applicable permitted density. Minimum net density does not include wetlands, waterbodies or stormwater retention facilities, but does include stormwater conveyance systems.
- (2) The Board of County Commissioners may permit the maximum net density for inclusion of work force housing, energy and water efficient development, or through a transfer of development rights.
- (3) Floor area ratio applies to non-residential development sites only, and not to gross acreage of a village.
- (4) Open Space shall be computed based on gross acreage. Open Space includes parks, golf courses, wetlands, and stormwater management areas. Up to 50 percent of open space may consist of wetlands or stormwater management facilities designed for use as a visual or recreational amenity. Open space should complement or incorporate natural resources within Planning Areas when possible.
- (5) Land use percentages are intended to achieve a mixture of uses, provide jobs-to-housing balance, and provide a spatial relationship between housing and services. The actual mixture of uses shall be established during Conceptual Master Plan for an entire Village and Planned Unit Development site plan Review process. A variation of up to 20 percent of the "Allowable Uses and Typical Mixture" percentages shall be permitted for each land use, provided that a mixture of uses is still maintained within the Planning Area. For example, a 20 percent reduction to the minimum Residential range of Rural Settlement (50 percent) results in a new minimum of 40 percent.

OBJECTIVE I.18	The County shall permit the clustering of existing development rights, when consistent with the Vision 2060 Plan, in order to create a compact development pattern and reduce the overall development footprint within the County.
Policy I.18.1	Density clustering shall be defined as the redistribution of residential units within a project area boundary.
Policy I.18.2	Density transferring shall be defined as the redistribution of residential units from one project area boundary (sending area) to a separate project area boundary

(receiving area). A Comprehensive Plan Amendment shall be required to transfer additional density, and a Future Land Use Map Amendment shall be required to clearly depict the sending area and the receiving area.

Policy I.18.3

The designation of areas for sending and receiving density transfer units are identified on the Future Land Use Map. The existing land uses of the density transfer sending areas is Agriculture-Transfer on the Future Land Use Map. The number of dwelling units transferred to the receiving areas shall be identified with the development of regional impact coordinated review comprehensive plan amendment application.

Policy I.18.4

Development of the Urban and Rural Planning Areas designated on the Future Land Use Map shall require development of regional impact coordinated review comprehensive plan amendment review and approval, except for Regional Employment Centers in Planning Areas 11, 12, and 18, consistent with Policy I.19.2. In conjunction with the development of regional impact coordinated review comprehensive plan amendment application, a legal description for specific Agriculture-Transfer sending areas corresponding with a specific Planning Area shall be required. The amount of Agriculture-Transfer acreage identified and legally described shall be proportionate to the number of dwelling units transferred from the sending area into the Planning Area.

Policy I.18.5

Agriculture-Transfer sending areas for urban development shall be located in close proximity to the Urban Planning Areas that receive the transferred units. Whenever possible, the Agriculture-Transfer sending areas shall be contiguous to the Urban Planning Areas to create a greenbelt and define the limits of development. Agriculture-Transfer sending areas shall contain a mixture of uplands and wetlands to support wildlife mobility.

Policy I.18.6

Agriculture-Transfer sending areas for rural development need not be contiguous to the Rural Planning Areas that are to receive the transferred units. If not contiguous, lands that provide wildlife habitat; buffer wetlands, rivers, and surface water; or contain a mixture of uplands and wetlands shall be given priority for selection as Agriculture-Transfer sending area.

Policy I.18.7

The total acreage of Agriculture-Transfer on the Future Land Use Map is 82,797 acres. The total number of units transferred from the Agriculture-Transfer lands to Urban and Rural Planning Areas is 8,990 units.

Policy I.18.7.a

Urban Planning Areas: Proposed residential development for Urban Planning Areas 1, 2/3, 4/5/6, 7, 8, 11, 12, 13, 15, and 16 that exceeds the 2035 Population Projections shall require transfer of allocated development rights from lands designated as Agriculture-Transfer on the 2035 Future Land Use Map. 6,367 dwelling units shall be transferred from 56,567 acres of Agriculture-Transfer land and sent to the Urban Planning Areas 1, 2/3, 4/5/6, 7, 8, 11, 12, 13, 15 and 16 designated on the Future Land Use Map.

Policy I.18.7.b

Rural Planning Areas: Rural Planning Areas 14 and 19 shall receive development rights from Agriculture-Transfer lands of the 2035 Future Land Use Map 2,623 dwelling units shall be transferred from 26,230 acres of Agriculture-Transfer land and sent to the Rural Planning Areas 14 and 19 designated on the Future Land Use Map.

Policy I.18.8

In the event that transferred density is not used in an Urban or Rural Planning Area, density may be transferred back to Agriculture-Transfer lands in conjunction with a Comprehensive Plan Amendment, which may change the land use back to the original classification (Agriculture-2 or Agriculture Rural Residential).

Policy I.18.9

Agriculture-Transfer lands managed for timber production shall continue to use silviculture Best Management Practices as prescribed by the Florida Division of Forestry's 2008 Silviculture Best Management Practices manual, or a different manual mutually agreed to by the County, the landowner, and the Department of Economic Opportunity.

OBJECTIVE I.19

The County shall establish Urban Planning Areas and Rural Planning Areas in order to implement the Vision 2060 Plan, catalyze economic growth, stimulate job creation, and advance the County Economic Development Plan.

Policy I.19.1

The development anticipated by the implementation of the County Economic Development plan is proposed for the ten (10) Urban Planning Areas and three (3) Rural Planning Areas, as designated on the 2035 Future Land Use Map. However, the County may propose additional Planning Areas to accommodate economic development, as appropriate.

Policy I.19.2

A master development of regional impact coordinated review comprehensive plan amendment, consistent with the requirements of Section 380.06(21)163.3184(4), Florida Statutes, shall be filed for all Planning Areas, except for Regional Employment Centers located at Planning Areas 11, 12, and 18. If development within a Regional Employment Center exceeds an applicable development of regional impact coordinated review comprehensive plan amendment guideline or standard, it shall be subject to a separate development of regional impact coordinated review comprehensive plan amendment review. Planning Areas subject to the master development of regional impact coordinated review comprehensive plan amendment shall require incremental development of regional impact coordinated review comprehensive plan amendment review and shall be consistent with the master development of regional-impact coordinated review comprehensive plan amendment development order. The approval of Planning Areas through the incremental development of regional impact coordinated review comprehensive plan amendment process shall be consistent with the requirements for infrastructure outlined within the long term list of capital improvements of the master development of regional impact coordinated review comprehensive plan amendment development order. Capital improvements included and required for each incremental development of regional impact coordinated review comprehensive plan amendment shall be incorporated into the local government Capital Improvements Element as required by law. This Policy shall not preclude the developer/owner from choosing to include a Regional Employment Center in the master development of regional impact coordinated review comprehensive plan amendment agreement and application, or from proposing to amend the master development of regional impact coordinated review comprehensive plan amendment development order to add a Regional Employment Center in the future.

Policy I.19.3

The Development Program for each Planning Area shall be consistent with Table I-2: Planning Areas, which describes the anticipated urban form at buildout.

TABLE I-2: PLANNING AR	REAS	
PLANNING AREA 1		
Planning Area Type: Urban		
Land Use Category: Coastal Village		
Total Acres	7,942 acres	
Maximum Residential Units	4,658 units	
Net Residential Density	See Table I-1	
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	920,000 Square Feet	
Maximum Industrial Square Feet	125,000 Square Feet	
PLANNING AREA 2/3		
Planning Area Type: Urban		
Land Use Category: Coastal Village		
Total Acres	2,225 acres	
Maximum Residential Units	2,285 units	
Net Residential Density	See Table I-1	
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	244,000 Square Feet	
Maximum Industrial Square Feet	0 Square Feet	
PLANNING AREA 4/5/6		
Planning Area Type: Urban		
Land Use Category: Coastal Village		
Total Acres	2,821 acres	
Maximum Residential Units	2,401 units	
Net Residential Density	See Table I-1	
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	440,000 Square Feet	
Maximum Industrial Square Feet	0 Square Feet	
PLANNING AREA 7		
Planning Area Type: Urban		
Land Use Category: Coastal Village		

Total Acres	3,781 acres
Maximum Residential Units	5,050 units
Net Residential Density	See Table I-1
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	846,000 Square Feet
Maximum Industrial Square Feet	125,000 Square Feet
PLANNING AREA	8
Planning Area Type: Urban	
Land Use Category: Coastal Village	
Total Acres	1,499 acres
Maximum Residential Units	419 units
PLANNING AREA 8 (con	tinued)
Net Residential Density	See Table I-1
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	47,000 Square Feet
Maximum Industrial Square Feet	0 Square Feet
PLANNING AREA 1	.1
Planning Area Type: Urban	
Land Use Category: Regional Employment	Center
Total Acres	2,946 acres
Maximum Residential Units	0 units
Net Residential Density	n/a
Maximum Non-Residential Square Feet (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	120,000 Square Feet
Maximum Industrial/Warehousing Square Feet (2)	2,000,000 Square Feet

PLANNING AREA 12	
Planning Area Type: Urban	
Land Use Category: Regional Employment Center	

<u></u>			
Total Acres	3,525 acres		
Maximum Residential Units	0 units		
Net Residential Density	n/a		
Maximum Non-Residential Square Feet (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	200,000 Square Feet		
Maximum Industrial/Warehousing Square Feet (2)	2,000,000 Square Feet		
PLANNING AREA 13			
Planning Area Type: Urban			
Land Use Category: Suburban Village			
Total Acres	282 acres		
Maximum Residential Units	910 units		
Net Residential Density	See Table I-1		
PLANNING AREA 13 (continued)			
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	20,000 Square Feet		
Maximum Industrial Square Feet	0 Square Feet		
PLANNING AREA 14			
Planning Area Type: Rural			
Land Use Category: Conservation Community			
Total Acres	1,890 acres		
Maximum Residential Units	1,066 units		
Net Residential Density	See Table I-1		
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	126,000 Square Feet		
Maximum Industrial Square Feet	0 Square Feet		

PLANNING AREA 15		
Planning Area Type: Urban		
Land Use Category: Suburban Village		
Total Acres	2,886 acres	

Maximum Residential Units	2,780 units		
Net Residential Density	See Table I-1		
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	306,000 Square Feet		
Maximum Industrial Square Feet	0 Square Feet		
PLANNING AREA 16			
Planning Area Type: Urban			
Land Use Category: Regional Employment Center	· · · · · · · · · · · · · · · · · · ·		
Total Acres	5,120 acres		
Maximum Residential Units	4,004 units		
Net Residential Density	See Table I-1		
Maximum Non-Residential Square Feet (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	1,649,000 Square Feet		
Maximum Industrial/Warehousing Square Feet (2)	400,000 Square Feet		
PLANNING AREA 18			
Planning Area Type: Rural			
Land Use Category: Regional Employment Center			
Total Acres	8,092 acres		
Maximum Residential Units (unless consistent with FLU Policy I.17.4)	0 units		
Net Residential Density	n/a		
Maximum Non-Residential Square Feet (Commercial, Business/Office, Educational/Training Campus, Medical) (1) (2)	0 Square Feet		
Maximum Industrial/Warehousing Square Feet (2)	5,600,000 Square Feet		

PLANNING AREA 19			
Planning Area Type: Rural			
Land Use Category: Rural Village			
Total Acres 2,280 acres			

Maximum Residential Units	2,100 units
Net Residential Density	See Table I-1
Maximum Non-Residential Square Feet (Office /Retail/ Hotel/Medical/ Recreation/ Education) (1)	236,000 Square Feet
Maximum Industrial Square Feet	0 Square Feet

Notes:

- (1) Does not include public school facilities required to maintain Level of Service standards.
- (2) Unless consistent with Policy I.19.4.

Policy I.19.4

In order to respond to market conditions and address the County's status as a Rural Area of Critical Economic Concern, the industrial/warehousing use development program described for Planning Areas 11, 12, 16, and 18 in Table I-2 may be redistributed between those Planning Areas, provided that the change maintains the mixture of uses described on Table I-1 for Planning Area 16 and does not cause traffic to operate below the County's adopted Level of Service standard.

Policy I.19.5

The Urban and Rural Planning Areas are intended to be mixed-use communities and not single-use development. In order to ensure that a mixture of non-residential development occurs in conjunction with residential units, all Planning Area of 4,000 units or more, or combination of Planning Areas of 4,000 units or more within the coastal area, shall be consistent with Table I-3: Linkage Requirements. The County shall evaluate the application and consistency with the linkage requirements at the time of planned unit development site plan application.

TABLE I-3: LINKAGE REQUIREMENTS					
Number of Units (1)	General services provided	Minimum Retail Required			
Up to 25% of total residential units	Convenience retail	At least 5% of maximum retail development program for Planning Area.			
Up to 50% of total residential units	Neighborhood retail, personal services	At least 15% of maximum retail development program for Planning Area.			
Up to 75% of total residential units	Community retail, grocery store and attached retail, merchandise	At least 40% of maximum retail development program for Planning Area.			

Policy I.19.6

Wetland impacts within Planning Areas shall be avoided and minimized through application of the Comprehensive Plan, Land Development Code, and applicable state and federal wetlands permitting programs administered by the Florida Department of Environmental Protection, Suwannee River Water Management District, and the United States Army Corps of Engineers. Residential and non-residential building footprints shall minimize impacts to the natural functions of wetlands to the greatest extent practicable, utilizing uplands acreage whenever feasible and practicable.

The following definitions for "low quality wetlands" and "high quality wetlands" are applicable to those areas within the Planning Area boundaries and shall be applied at the time of Incremental Development of Regional Impact coordinated review comprehensive plan amendment review or Conceptual Master Plan review for development that does not exceed applicable development of regional impact coordinated review comprehensive plan amendment standards and guidelines within Regional Employment Centers located at Planning Areas 11, 12, and 18.

"Low quality wetlands" means wetlands that meet at least one of the following criteria:

- 1. Any wetland planted in pine or otherwise disturbed by silviculture activities;
- 2. Any wetland consisting of a ditch, man-made canal or borrow pit;
- 3. Any wetland containing paved or maintained roads, timber roads or utility rights-of-way; or
- 4. Any wetlands that have been degraded to the extent that more than 50 percent of the wetlands contain exotic, non-native or nuisance invasive plant species.

The planting of new pines, creation of new timber roads, or granting of new utility rights-of-way in wetlands shall not cause high quality wetlands to be reclassified as low quality wetlands.

"High quality wetlands" means all wetlands that do not qualify as low quality wetlands under the foregoing definition. High quality wetlands shall be protected with a naturally vegetated buffer of at least 25' measured from the delineated edge of the wetlands.

Development within high quality wetlands and their associated buffers shall be prohibited except for uses approved by the appropriate permitting agency or agencies for roads, utility lines, passive recreational trails, water access, or wetlands maintenance and restoration; provided, however, that impacts to high quality wetlands may be allowed in cases where no other feasible and practicable alternative is available that will allow a reasonable beneficial use of the land.

Policy I.19.7

Urban Planning Area 7 shall provide a minimum average 100-foot buffer from Blue Creek. Urban Planning Area 15 shall provide a minimum average 100-foot buffer from Rocky Creek. Passive recreation, including trails, boat ramps, bridges, and boardwalks, and roads and utility crossings shall be allowed within the buffer, subject to approval by state permitting agencies.

Policy I.19.8

Where adjacent to state-managed lands, the use of Florida Division of Forestry Firewise principles shall be evaluated during the **development of regional impact** coordinated review comprehensive plan amendment review process

and incorporated into the Planning Area Development Order, as appropriate. Uses that are sensitive to prescribed burning and smoke, such as schools or medical clinics, shall be appropriately sited. Hunting in state-managed lands is a pre-existing use and shall be considered during the development of regional impact coordinated review comprehensive plan amendment review process.

Policy I.19.9

Additional Urban or Rural Planning Areas may be designated on the Future Land Use Map in conjunction with a future Comprehensive Plan Amendment.

Policy I.19.10

Agriculture and silviculture uses are permitted and may continue in all Planning Areas, subject to compatibility with development uses. Agricultural and silviculture operations shall continue to use silviculture Best Management Practices as prescribed by the Florida Division of Forestry's 2008 Silviculture Best Management Practices manual, or a different manual mutually agreed upon by the County and the landowner.

OBJECTIVE I.20

Development within Planning Areas 1, 2/3, 4/5/6, 7, 8, 13, and 16 will result in compact urban communities that are both functionally and visually distinct from the surrounding agricultural areas and the neighborhoods within the Planning Areas will be interconnected

Policy I.20.1

At the time of the incremental development of regional impact coordinated review comprehensive plan amendment the Master Plan (Map H) will show how the neighborhoods within the Planning Areas are interconnected with the Coastal Village Center. The Master Plan will also show street, bicycle and pedestrian connectivity between neighborhoods and commercial developments, civic uses, and parks with the goal of making neighborhoods more accessible, walkable, and pedestrian friendly. Street alignments should be sensitive to natural features, topography, and layout of adjacent development. The neighborhoods will be designed such that residential, commercial, and industrial development takes into consideration the connections, both vehicular and pedestrian, to adjoining sites to reduce personal automobile trips.

OBJECTIVE I.21

In order to promote sustainable land use, the County shall encourage land owners to apply for land use rights described in the Vision 2060 Plan.

Policy I.21.1

All land use change requests related to the Vision 2060 Plan shall be processed as Comprehensive Plan Amendments.

Policy I.21.2

All land use change requests related to the Vision 2060 Plan must be approved by the Board of County Commissioners.

Policy I.21.3

All applicants shall demonstrate that the proposed project meets the purpose and intent of the Vision 2060 Plan through approval of a Conceptual Master Plan for an entire Village in conjunction with approval of Planned Unit Development site plan application.

TRAFFIC CIRCULATION TRANSPORTATION ELEMENT

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TRAFFIC CIRCULATION TRANSPORTATION ELEMENT

INTRODUCTION

A traffic circulation system which provides for the safe and efficient movement of people and goods is needed to support existing and future development. The purpose of this plan element is to identify the types, locations and extent of existing and proposed major thoroughfares and transportation routes in the County and establish a framework for making policy decisions in planning for future transportation needs. The data collected for this plan element and analysis of this data, contained in the Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for this portion of the Comprehensive Plan.

The Traffic Circulation Transportation Element is closely related to the Future Land Use Element. This is due to the inherent two-way relationship between land use and transportation. Land use patterns directly affect the demand for transportation facilities, with more intensive land uses generating more traffic and requiring greater degrees of accessibility. Conversely, the transportation network affects land use in that access provided by transportation facilities (existing or proposed) influences the use of land located adjacent to these facilities.

In addition to the Future Land Use Element, the Traffic Circulation Transportation Element is coordinated and consistent with the remaining plan elements as required by the Local Government Comprehensive Planning and Land Development Regulation Act and accompanying Chapter 9J 5, Florida Administrative Code. Further, the County's traffic circulation system does not stop at political boundaries. Therefore, coordination between other local governments is a necessary prerequisite to a functional traffic circulation system. The goal, objectives and policies of the Intergovernmental Coordination Element establish guidelines to be followed which provide for coordination between various governmental entities.

The following goal, objectives and policies of this plan element are intended to serve as the plan for traffice eireulation transportation needs. The objectives and policies herein provide a basis for addressing transportation needs within the County.

TRAFFIC CIRCULATION TRANSPORTATION GOALS, OBJECTIVES AND POLICIES

GOAL II - PROVIDE FOR A TRAFFIC CIRCULATION SYSTEM WHICH SERVES EXISTING AND FUTURE LAND USES.

OBJECTIVE II.1 The County shall maintain a safe, convenient and efficient level of service

standard which shall be maintained for all roadways.

Policy II.1.1 Establish the Service Standards as noted below at peak hour for the following

roadway segments within the County as defined within the <u>most recent version</u> of the Florida Department of Transportation 2009 Quality/Level of Service

Handbook.

L BOADWAY	T		r		
ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
FDOT 17 <u>893</u>	U.S. 19/98 / S.R. 30/55 19/27 A/98 from U.S. 221/S.R. 55 south Perry city limits to Old Foley Road	4D	Florida Intrastate Highway System Emerging Strategic Intermodal System	<u>Arterial</u> Transition	С
FDOT 16 <u>895</u>	U.S. 19/98 / S.R. 30/55 19/27 A/98 from Old Foley Road to C.R. 361 (Beach Road)	4D	Florida Intrastate Highway System Emerging Strategic Intermodal System	<u>Highway</u> Rural	В
FDOT 15 <u>896</u>	U.S. 19/98 / S.R. 30/55 19/27 A/98 from C.R. 361 (Beach Road) to Steinhatchee River (Dixie County)	4D	Florida Intrastate Highway System Emerging Strategic Intermodal System	<u>Highway</u> Rural	В
FDOT 4 897	U.S. 19/27 / S.R. 20/30 from Madison County Line to C.R. 361 Reddick Road north Perry city limits	4D	Florida Intrastate Highway System Emerging Strategic Intermodal System	<u>Highway</u> Rural	В
FDOT 8 <u>884</u>	U.S. 98 / S.R. 30 from Jefferson County Line to C.R. 588 (Begin Painted Median) Kinsey Road	2U	Principal Arterial	<u>Highway</u> Rural	D
FDOT 9 1038	U.S. 98 / S.R. 30 From C.R. 588 Kinsey Road To Sandra St. (Perry W City Limits)	4U	Principal Arterial	Transition	D
FDOT 14 892	S.R. 51 from U.S. 19/27A/98 / S.R. 55 to Dixie County line	2U	Minor Arterial	<u>Highway</u> Rural	D
FDOT 5	U.S. 27 / S.R. 20 from J. Tom Moore (B of 4 lanes) to Buckeye Nursery Road	4U	Principal Arterial	Transition	E
FDOT 6 886	U.S. 27 / S.R. 20 from Buckey Nursery Rd. east Perry city limits to Connell Road (C.R. 275)	4U	Principal Arterial	Rural Highway Transition	D
FDOT 7 <u>887</u>	U.S. 27 / S.R. 20 from Connell Road (C.R. 275) to Lafayette County Line	2U	Principal Arterial	<u>Highway</u> Rural	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
FDOT 20 888	U.S. 221 / S.R. 55 from C.R. 202 (Will Clark Road) north Perry city limits to C.R. 361	2U	Principal Arterial	<u>Highway</u> Rural	D
FDOT 21 <u>889</u>	U.S. 221 / S.R. 55 from C.R. 361 to C.R. 14 (Aman Road)	2U	Principal Arterial	<u>Highway</u> Rural	D
FDOT 22 890	U.S. 221 / S.R. 55 from C.R. 14 (Aman Road) to Madison County Line	2U	Principal Arterial	<u>Highway</u> Rural	D
FDOT 12 4891	S.R. 51 from C.R. 361 (Beach Road) to Oak Street	2U	Minor Arterial	Community	С
FDOT 13 <u>891</u>	S.R. 51 from Oak Street to U.S. 19/27A/98 / S.R. 55	2U	Minor Arterial	<u>Highway</u> Rural	D
133	C.R. 14 from U.S. 19/27 / S.R. 20 to U.S. 221 / S.R. 55	2U	Major Collector	Rural	D
133A	C.R. 14 from U.S. 221 / S.R. 55 to Madison County Line	2U	Major Collector	Rural	D
132	C.R. 14 from U.S. 98 / S.R. 30 to Econfina Landing	2U	Major Collector	Rural	D
125	C.R. 361 (Johnson Stripling Road) from U.S. 221 / S.R. 55 to Perry North City limits	2U	Major Collector	Rural	D
123	C.R. 361 Pisgah Road from U.S. 19/27 / S.R. 20 to U.S. 221 / S.R. 55	2U	Major Collector	Rural	D
119	C.R. 361 Harrison Blue Road from Slaughter Road to 361B at Planning Area 14	2U	Major Collector	Rural	D
120	C.R. 361 Harrison Blue Road from U.S. 19/27 / S.R. 20 to Slaughter Road	2U	Major Collector	Rural	D
118	C.R. 361B Woods Creek Road From C.R. 361 at Planning Area 14 to C.R. 359 Paul Poppell Rd	2U	Major Collector	Rural	D

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ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
116	C.R. 356 Woods Creek Road from intersection with C.R. 359 to Perry West City limits	2U	Major Collector	Rural	D
127	C.R. 356 San Pedro Road from Perry East City Limits to Planning Area 11	2 U	Minor Collector	Rural	D
128	C.R. 356 San Pedro Road from Planning Area 11 North to U.S. 27 / S.R. 20	2U	Major Collector	Rural	D
104	C.R. 359 Golf Course Road from US 98 / S.R. 30 to Houck Road	2U	Major Collector	Rural	D
103	C.R. 359 Golf Course Road from Houck Road to C.R. 30 A. Holt Rd at PA 16	2U	Major Collector	Rural	D
102	C.R. 359 Golf Course Road from Holt Road at PA 16 to C.R. 361A Puckett Road	2U	Major Collector	Rural	D
105	C.R. Houck Road from C.R. 359 to C.R. 361A Puckett Road	2U	Major Collector	Rural	D
106	C.R. Houck Road from C.R. 361A Puckett Road to U.S. 19/27A /98/ S.R. 55	2U	Major Collector	Rural	D
107	C.R. 30A Holt Road from C.R. 359 to C.R. 361A Puckett Road	2U	Major Collector	Rural	D
108	C.R. 30A Carlton Cemetery Road from C.R. 361A Puckett Road to US 19/27A/98/S.R.55	2U	Major Collector	Rural	D
97	C.R. 356 Hampton Springs Road from U.S. 98/S.R. 30 to Planning Area 19	2U	Major Collector	Rural	D

ROADWAY				ı	
SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
96	C.R. 356 Hampton Springs Road from PA 19 North to Courtney Grade Road	2U	Major Collector	Rural	D
95	C.R. 356 Hampton Springs Road from Courtney Grade Road to PA 19 South	2U	Major Collector	Rural	D
92-94	C.R. 356 Hampton Springs Road From Planning Area 19 South to end of C.R. 356	2U	Major Collector	Rural	D
137	C.R. 361A Puckett Road from Perry South City limits to Houck Road	2U	Major Collector	Rural	D
136	C.R. 361A Puckett Road from Houck Road to Holt Road	2U	Major Collector	Rural	D
135	C.R. 361A Puckett Road from Holt Road to Potts Still Road	2U	Major Collector	Rural	D
91	C.R. 361A Puckett Road from Potts Still Road to PA 16	2U	Major Collector	Rural	D
87-90	C.R. 361A Puckett Road from PA 16 to Courtney Grade Road	2U	Major Collector	Rural	D
86	C.R. 361A Spring WarriorRd from Courtney Grade Road to PA 18	2U	Major Collector	Rural	D
83	C.R. 361A Spring Warrior Road from Puckett Road to reconnect with Puckett Road	2U	Major Collector	Rural	D
61	C.R. 361 from U.S. 19/27A/98 / S.R. 55 to Potts Still Road	2 U	Major Collector	Rural	D
60	C.R. 361 Beach Road from Potts Still Road to New North South Coastal Road	2U	Major Collector	Rural	D

ROADWAY	1				
SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
57-59	C.R. 361 Beach Road from New N/S Coastal Road to Keaton Beach Road	2U	Major Collector	Rural	D
55-56	C.R. 361 Beach Road from Keaton Beach Road to Fish Creek Road	2U	Major Collector	Rurai	D
53-54	C.R. 361 Beach Road from Fish Creek Road to Salem Tower Road at PA 2, 3	2U	Major Collector	Rural	D
50-52	C.R. 361 Beach Road from Salem Tower Road (PA 2,3) to Planning Area 1	2U	Major Collector	Rural	D
48-49	C.R. 361 Beach Road from Planning Area 1 to S.R. 51	2U	Major Collector	Rural	D
72	New North South Coastal Road from C.R. 361 Beach Road to Planning Area 8	2U	Major Collector	Rural	D
71	New North South Coastal Road from Planning Area 8 to Planning Area 7	2Ú	Major Collector	Rural	D
70	New North South Coastal Road From B of Planning Area 7 to south end of Planning Area 7	2U	Major Collector	Rural	D
69	New North South Coastal Road from Planning Area 7 to Planning Area 4, 5, 6	2U	Major Collector	Rural	D
68	New North South Coastal Road from Planning Area 4, 5, 6 to south end of PA 4, 5, 6	2U	Major Collector	Rural	D
67	New North South Coastal Road from Planning Area 4, 5, 6 to Planning Area 2, 3	2U	Major Collector	Rural	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
66	New North South Coastal Road from B of Planning Area 2, 3 to south end of Planning Area 2, 3	2U	Major Collector	Rural	D
62, 64, 65	New North South Coastal Road from Planning Area 2, 3 to S.R. 51	2U	Major Collector	Rural	D
63	New N/S Coastal Road Connector from N/S Coastal Road to C.R. 361	2U	Major Collector	Rural	D
43A	Salt Road from U.S. 19/27 / S.R. 20 to C.R. 14 Acucilla River Road	2U	Minor Collector	Rural	D
132A	C.R. 14 from Madison county line to S.R. 30 U.S. 98	2U	Minor Collector	Rural	D
121	C.R. 359 Slaughter /Paul Poppell Rd from Hampton Blue Road to C.R. 361B Woods Creek Road	2U	Minor Collector	Rural	D
115	C.R. 359B Osteen Road from 361B Woods Creek Road To Planning Area 15	2U	Minor Collector	Rural	D
114	C.R. 359B Osteen Road from Planning Area 15 to U.S. 98/ S.R. 30	2U	Minor Collector	Rural	D
124	Wright Road from U.S. 19/27 / S.R. 20 to U.S. 221 / S.R. 55	2U	Minor Collector	Rural	D
122	Slaughter Road from C.R. 359 Paul Poppell Road to U.S. 27 S.R. 20	2U	Minor Collector	Rural	D
98-101	Courtney Grade from C.R. 356 Hampton Springs Rd to C.R. 361A Puckett Road	2U	Minor Collector	Rural	D

ROADWAY					[
SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
84-85	Puckett Road from C.R. 361A Spring Warrior Road to reconnect to C.R. 361A	2U	Minor Collector	Rural	D
134	Potts Still Road from C.R. 361A Puckett Road to C.R. 361 Keaton Beach Road	2U	Minor Collector	Rural	D
77	Fish Creek Road from U.S. 19/27A/98/S.R. 55 to Salem Tower Road	2U	Minor Collector	Rural	D
80-81	Fish Creek Road from Salem Tower Road to New N/S Coastal Road at PA 7	2U	Minor Collector	Rural	D
78-79	Fish Creek Road from New North/South Coastal Rd to C.R. 361 Beach Road	2U	Minor Collector	Rural	D
75-76	Salem Tower Road from Fish Creek Road to New N/S to Coastal Road at PA 2, 3	2U	Minor Collector	Rural	D
73-74	Salem Tower Road from New N/S Coastal Road to C.R. 361 Beach Road	2U	Minor Collector	Rural	D
109-110	C.R. 30 Old Foley Road from U.S. 19/27A/98 / S.R. 55 to U.S. 27 / S.R. 20	2U	Minor Collector	Rural	D
111	C.R. 356A Red Padgett Road from U.S. 19/27A/98 / S.R. 55 to C.R. 356	2U	Minor Collector	Rural	D
113	C.R. 356 from C.R. 356A Red Padgett Road to U.S. 19/27A/98 / S.R. 55	2U	Minor Collector	Rural	D

D - Divided Highway

U - Undivided Highway

Policy II.1.2

The County shall update the long term list of capital improvements of the Capital Improvements Element to add the roadway improvements identified in **Traffie**Circulation Element the Future Transportation Map Series 2035 Map 15:
Potential Roadway Improvements.

Policy II.1.3

The County shall continue to control the number and frequency of connections and access points of **Development of Regional Impact** coordinated review comprehensive plan amendment development ways and roads to arterial and collector roads to be in conformance with Chapter 14-96 and 14-97, Florida Administrative Code, and applicable Florida Department of Transportation access management requirements. The Florida Department of Transportation shall control access to the State Highway System to maintain the functions and operations of the State Transportation System, in coordination with the County.

Policy II.1.4

The County shall require the provision of safe and convenient on-site traffic flow, which includes the provision for adequate vehicle parking as specified in the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways.

Policy II.1.5

The County shall, for any development which is required to provide a site plan or any development requiring platting, include requirements for bicycle and pedestrian ways to be provided for all proposed collector and arterial roadways within designated urban development areas or where appropriate, as integrated or parallel transportation facilities.

Policy II.1.6.

In accordance with Section 163.3180(5)(h)1.c. and 163.3180(5)(h)2. Florida Statutes, as amended, the County shall provide a means by which the landowner will be assessed a proportionate share of the cost of providing the transportation facilities necessary to serve the proposed development. However, the landowner shall not be held responsible for the additional cost of reducing or eliminating deficient transportation facilities.

OBJECTIVE II.2

The County shall continue to require that all traffic circulation system improvements be consistent with the land uses shown on the future land use plan map by limiting higher density and higher intensity land use locations to be adjacent to collector and arterial roads.

Policy II.2.1

The County shall, as part of the capital improvement scheduling of roadway improvements, review all proposed roadway improvements to determine if such improvement is consistent with the direction of the Future Land Use Plan Element. Where the roadway is operated and maintained by another jurisdictional authority, the County shall notify such jurisdiction, in writing, if any identified roadway improvement plan or schedule is not consistent with the provisions of the Future Land Use Plan Element.

OBJECTIVE II.3

The County shall continue to coordinate its traffic circulation planning efforts with the Florida Department of Transportation for consistency with the Department's Five-Year Transportation Plan.

Policy II.3.1

The County shall, during the annual capital improvements budgeting and planning process, review all proposed roadway improvements for consistency with the Florida Department of Transportation Five-Year Transportation Plan.

OBJECTIVE II.4

The County shall continue to provide for the protection of future rights-of-way from building encroachment by establishing right-of-way setback requirements as provided in the rights-of-way setback policy contained within the **Traffie Circulation**Transportation Element of this Comprehensive Plan for all structures along new or realigned collector and arterial roadways to be provided either by the developer or purchased as additional rights-of-way.

Policy II.4.1

The County shall continue to require all new structures along new or realigned collector or arterial roadways to provide an additional setback of 75 feet as measured from the centerline of the right-of-way for the future need of additional right-of-way. Such additional right-of-way shall be provided by the developer of the land as part of the development review process or shall be purchased by the agency improving the roadway.

Policy II.4.2

Properties under the same ownership or those consolidated for development shall be treated as one property for the purposes of access management and shall not receive the maximum potential number of access points for that frontage indicated under minimum access spacing standards.

Policy II.4.3

Large commercial developments shall be required to provide and/or extend nearby local and collector streets and provide street connections with surrounding residential areas so residents may access the development without traveling on arterial streets.

Policy II.4.4

Shopping centers shall be required to provide a unified access and circulation plan and require any out parcels to obtain access from the unified access and circulation system.

Policy II.4.5

Existing lots unable to meet the access spacing standards for arterials shall obtain access from platted side streets, parallel streets, service roads, joint and cross-access or the provision of easements.

Policy II.4.6

Adequate corner clearance shall be maintained at crossroad intersections with arterials.

Policy II.4.7

The County shall encourage cross-access connections easements and joint driveways, where available and economically feasible.

TRANSPORTATION GOALS, OBJECTIVES AND POLICIES FOR VISION 2060 GOAL II-A - RESERVE AND CONNECT TRANSPORTATION CORRIDORS AS AN ALTERNATIVE TO WIDENING ROADWAYS

OBJECTIVE II.5

The County hereby establishes the Future Transportation Corridors and Connections Map as an alternative to achieve a connected transportation system that offers mobility options to the users through the provision of an adequate network of collector roadways. Transportation corridors identified on the map represent a conceptual travel-desire path, not a specific location.

Policy II.5.1

Future collector roadway corridors and connections, as identified on the Future Transportation Corridors & Connections Map, shall be identified for use as an alternative approach to mitigate traffic impacts to the existing roadway network resulting from development of the Urban and Rural Planning Areas designated on the Future Land Use Map.

1. Future Traffic Circulation Corridors indicate desired travel corridors and do not imply location of future road alignments. The corridors shown on

Proposed Amendment No. CPA 19-01 Evaluation Amendments September 5, 2019 this map are to guide decisions regarding right of way preservation.

- The lines on the map are conceptual and do not define the type, width, or design components of the facility. More detailed analysis shall be conducted prior to any right of way acquisition.
- 3. The County will encourage the alignment of new roads to implement the generalized corridors to minimize habitat and wetland impacts and utilize existing County or private roads to the extent practical.
- 4. Roads in Cities that are not maintained by the County are shown for information purposes only.

Policy II.5.2

If the alternative corridor approach is selected, the County shall require an environmental assessment to analyze site suitability of alternative transportation corridors shown on the Future Transportation Corridors map as part of a **Development of Regional Impact coordinated review comprehensive plan** amendment application.

Policy II.5.3

Internal networks in proposed Vision 2060 Plan overlay areas shall be compact (walkable distances) and connect origins and destinations.

Policy II.5.4

The County shall consider standards for connectivity in the Land Development Code for new development, consistent with the hierarchy of place defined in the Vision 2060 Plan Overlay areas.

Policy II.5.5

Prior to development under the optional Vision 2060 Plan, in conjunction with approval of a **Development of Regional Impact** coordinated review comprehensive plan amendment development order, the applicant shall conduct a traffic analysis that addresses:

- Roadway layout, hierarchy and context relative to the community type where it is located
- 2. Connectivity, Corridors and Spacing roadways, freight ways, pedestrian ways, bikeways, equestrian ways and blueways (if applicable)
- 3. Connections to the external road network, including detailed corridor studies for any corridors shown on the Future Traffic Circulation Corridors map that traverse the development.

Policy II.5.6

A conceptual corridor analysis of the new coastal road that connects the coastal Planning Areas shall be conducted at the time of Master Development of Regional Impact coordinated review comprehensive plan amendment review. The corridor analysis shall identify the design cross section, right-of-way width required, and the corridor within which the future right-of-way shall be dedicated. The Master Development of Regional Impact coordinated review comprehensive plan amendment shall establish responsibilities for the acquisition, method(s) of financing, and construction of the roadway necessary to connect the coastal Planning Areas with the existing roadway system.

Policy II.5.7

The Comprehensive Plan identifies potential future transportation corridors in **Traffic Circulation Transportation** Element Policy II.5.1 and the Future Transportation Corridors & Connections Map (Map 12A) to support the development contemplated in the Vision 2060 Planning Areas. If a **Master**

Development of Regional Impact Development of Regional Impact or Incremental Development of Regional Impact coordinated review comprehensive plan amendment proposes a proposed future corridor to support development of a Planning Area, then a traffic analysis of each proposed transportation corridor must be conducted, consistent with the intent of Section 337.273, Florida Statutes, as amended.

OBJECTIVE II.6

The County shall consider the establishment of County Road 361 from Steinhatchee to Fish Creek Road as a scenic corridor.

Policy II.6.1

The County may prepare, as funds are available, a plan to provide a distinctive identity for the corridor and encourage a unique experience for users including buffer requirements and developing a wayfinding system.

Policy II.6.2

The County may pursue grant funding to make improvements such as constructing scenic pullouts and protecting view corridors in order to retain the natural appearance of the coastal landscape and provide the ability to enjoy scenic views form the corridor.

OBJECTIVE II.7

Conceptual Environmental Systems Corridors shall be shown on the Future Transportation Corridors Map as a means of protecting identifying important wildlife habitats, recreation areas, and other environmentally sensitive lands from encroachment of unplanned development and infrastructure.

Policy II.7.1

Roadways and other mobility systems shall respect environmental corridors and minimize impacts through the designation of wildlife crossings on the corridor map.

Policy II.7.2

The natural resource value of these systems shall be enhanced through contextsensitive improvements to make these resources more accessible to residents and visitors.

OBJECTIVE II.8

Freight Movement Corridors (Roadways and railways) as shown on the Future Transportation Corridors map, shall be preserved to protect state, regional and local economic vitality.

Policy II.8.1

The through-traffic function of freight corridors shall be protected through access control, reduction of conflicts through minimization of crossings, special design considerations for heavy vehicles, and separation/buffering of incompatible land uses.

Policy II.8.2

Prior to development under the optional Vision 2060 Plan, in conjunction with approval of a Planned Unit Development site plan, the applicant shall conduct an assessment of freight movement through the planned development area to determine internal freight circulation routes, delivery and distribution locations, to ensure compatibility with surrounding uses. In Regional Employment Centers, the location of off-street loading docks for commercial, industrial and institutional buildings will be identified. In certain instances, facilities may be consolidated and centralized to serve multiple businesses/uses.

Policy II.8.3

The County shall encourage the designation of U.S. <u>Highway</u> 19 as a component of the Statewide Strategic Intermodal System as a reliever truck route to I-75. The County shall utilize the designation of U.S. <u>Highway</u> 19 as a freight movement corridor to help diversify <u>the</u> County's economy.

Proposed Amendment No. CPA 19-01 Evaluation Amendments September 5, 2019 **OBJECTIVE II.9**

Greenway Corridors (bike ways, walk ways, and equestrian ways) shall be shown on the Future Transportation Corridors Map to preserve recreational, ecotourism and mobility opportunities for residents and visitors of <u>the</u> County.

Policy II.9.1

The Greenways Corridors shown on the Future Transportation Corridors Map shall consider coastal access, access to schools from residential areas, access to parks and recreational connections to regional routes and connection of open spaces through a series of multi-modal trails and paths.

Policy II.9.2

Prior to development under the optional Vision 2060 Plan, in conjunction with approval of a Planned Unit Development site plan, the applicant shall conduct an analysis of greenways needs that addresses:

- 1. Provision of bicycle and pedestrian facilities that connect origins and destinations within the community. Where appropriate, equestrian facilities shall also be considered.
- Provision of origins and destinations within short, walkable distances of one another.
- 3. Provision of connections to the external bicycle network, including bicycle trip generators such as schools, parks, recreation and natural areas.

OBJECTIVE II.10

Blueways Corridors - The County shall capitalize on the Nature Coast resources by preserving and enhancing facilities identified as Blueways Facilities on the Future Transportation Corridors Map.

Policy II.10.1

The County shall support appropriate agencies in the development of a wayfinding system as may be desired to better connect blueways trails to bike paths, roadways, parks and other natural areas.

Policy II.10.2

Prior to development under the optional Vision 2060 Plan, in conjunction with approval of a Planned Unit Development site plan, the applicant shall consider connections and access to blueways identified on the Transportation Corridors map.

OBJECTIVE II.11

Transit Corridors – As the Vision 2060 Plan is implemented over time, the opportunity to provide transit services and corridors within and between development areas shall be considered.

Policy II.11.1

Prior to development under the optional Vision 2060 Plan, in conjunction with approval of a Development of Regional Impact coordinated review comprehensive plan amendment development order, the applicant may consider transit as a mitigation strategy; the required traffic analysis will address the demand for and financial feasibility of providing transit services.

GOAL II-B - IMPLEMENT LAND USE STRATEGIES THAT PROVIDE TRANSPORTATION BENEFITS

OBJECTIVE II.12

Integrate Transportation & Land Use - The County shall implement proactive land use strategies outlined in the Future Land Use Element, and in the policies below that result in a level of transportation benefit.

Policy II.12.1

Land Use Strategy: Diversity (Complementary Mix of Land Uses within any Given Area) - The County shall encourage a complementary mix of uses,

because projects that provide a complementary mix of uses with a high degree of interaction have demonstrated the following transportation benefits:

- 1. Benefit: Shorter Trips
- 2. Benefit: Increased Mode Split
- 3. Benefit: Reduced Greenhouse Gas Emissions
- 4. Benefit: Reduced Consumption of Fossil Fuels

These benefits are applicable to new self-sustained communities that provide this complementary mix of uses, as well as to existing communities that might need to provide a "missing" use.

Policy II.12.2

Land Use Strategy: Density – (Households or jobs per acre) Housing located in proximity to employment centers should be "income compatible" so residents have ample employment opportunities in the community. Employment centers should attract a reasonable amount of the workforce from within the community.

- 1. Benefit: Reduced Dependence on Public Transit
- 2. Benefit: Shorter Trips
- 3. Benefit: Increased Mode Split
- 4. Benefit: Reduced Greenhouse Gas Emissions
- 5. Benefit: Reduced Consumption of Fossil Fuels

Policy II.12.3

Land Use Strategy: Design (Compact and Walkable). The County will encourage compact development that includes elements of walkable design, because it provides a variety of transportation choices and has demonstrated the following transportation benefits:

- 1. Benefit: Fewer Vehicle Trips
- 2. Benefit: Less Parking
- 3. Benefit: Safer Travel
- 4. Benefit: Less Energy Consumption

Policy II.12.4

The County may require that context sensitive, smart transportation performance standards be incorporated into the Conceptual Master Plans required for the Planned Unit Development site plan approval process to guide the form and appearance of new development including network connectivity (internal roadways, external connectivity and pedestrian connectivity) and design guidelines and typical sections for roadways, pedestrian ways, bikeways, greenways and freight ways and transit ways.

Policy II.12.5

The Master Development of Regional Impact coordinated review comprehensive plan amendment traffic analysis shall use the specific development program assigned to each Planning Area by Technical Memorandum #2 of the Traffic Circulation Data and Analysis. Maximum development for any Planning Area shall not exceed the development program described in Future Land Use Element Table I-2.

Policy II.12.6

Internal Capture Rates for each Planning Area shall be determined during the Incremental Development of Regional Impact coordinated review comprehensive plan amendment review process transportation methodology meetings. The internal capture rate used for the Comprehensive Plan data and analysis does not preclude the use of a different rate during the Development of Regional Impact coordinated review comprehensive plan amendment review process.

GOAL II-C – PURSUE COST-EFFECTIVE SOLUTIONS AND MAXIMIZE USE OF EXISTING INFRASTRUCTURE

OBJECTIVE II.13 Cost-effective Solutions – The County will leverage funding to the greatest

extent practicable.

Policy II.13.1 The County will partner with public agencies and private entities to leverage

state, federal and other funding sources for public and infrastructure

improvements.

Policy II.13.2 The County will consider sponsoring grant applications for funding of projects

that are supported and/or matched by a variety of funding sources.

OBJECTIVE II.14 Consideration of Alternatives - Prior to implementation of the transportation

corridors identified on the Future Transportation Corridors Map, the County shall require a corridor study that considers alternatives to widening, as well as the

context of the facility's hierarchy and function in the network.

Policy II.14.1 Internal Roads - A well-connected hierarchy of roadways, along with a

conceptual layout, shall be required as part of the Planned Unit Development site plan approval process to support the mobility function of external roadways that

primarily provide through traffic movement.

Policy II.14.2 External Roads - In an effort to sustain the rural character of Taylor the County,

prior to any consideration of a new 4 lane facility or the expansion of an existing facility beyond 2 lanes, applicants for a Planned Unit Development will be required to conduct a corridor study that evaluates viable alternatives for providing the needed capacity improvements, including parallel corridors, connections to parallel

corridors and land use strategies that will reduce traffic impacts.

OBJECTIVE II.15 Efficiency – The County will maximize the use of existing infrastructure by

prioritizing capital expenditures on improvements to existing facilities.

Policy II.15.1 The County shall require applicants for Planned Unit Development site plans to

maximize the efficiency of existing infrastructure through access management

and short-range transportation systems management improvements.

Policy II.15.2 The County shall encourage the provision of an interconnected local and

collector street network that provides priority for walk and bicycle trips for

shorter trips.

Policy II.15.3 The County shall enforce the current **LDC** Land Development Code

requirements that maximize the efficiency of existing infrastructure by:

1. Limiting direct access to major roadways

2. Minimizing conflict points and ensuring safe distances between conflict

points

- 3. Providing joint-access and cross-access.
- 4. Promoting internal access to out-parcels
- 5. Separating turning lane traffic from through lane traffic

Policy II.15.4

The County shall consider Transportation Systems Management strategies as alternatives to widening. Transportation Systems Management strategies are low-cost, short-range, highly effectively operational transportation improvements, such as:

- 1. Intersection and Signal Improvements
- 2. Signal Timing
- 3. Turning Lanes
- 4. Pavement Striping
- 5. Lane Assignment Changes
- 6. Providing Passing Lanes

OBJECTIVE II.16

Freight Efficiency – The County will facilitate freight movement through efficient location of rail-freight service and commercial vehicle access, circulation, loading and unloading.

Policy II.16.1

Freight terminals will be located convenient to major transportation routes, generally outside of mixed use planning areas.

Policy II.16.2

Industrial parks and distribution centers will be located near main rail lines and proposed spurs and extensions for access to these lines. Switching yards should be strategically located to efficiently serve major industrial parks and distribution centers to avoid moving cars long distances between sites.

Policy II.16.3

The County will consider the use of previously abandoned rail lines for viable connections or extensions of existing rail networks to provide freight access to proposed industrial parks, greenway connections (pedestrian ways, bike ways and walk ways) and exclusive use corridors (such as truck routes or transit ways).

Policy II.16.4

The County will designate priority truck routes on the Transportation Corridors Map where high-volume truck traffic exists to protect the mobility and economic development function these corridors provide. Truck access to major freight terminals will be considered.

GOAL II-D - PROVIDE A VARIETY OF TRANSPORTATION CHOICES

OBJECTIVE II.17

Provide Choices - The County shall encourage applicants for Conceptual Master Plan approval associated with Planned Unit Development site plans to incorporate a transportation system that provides a variety of transportation choices.

Policy II.17.1

Mode Choice – The County shall encourage a range of transportation choices to meet the mobility needs between origins (residential) and destinations (shopping, work, etc.), including pedestrian and bike routes, roadways and transit, where feasible.

Policy II.17.2 Route Choice – The County shall encourage the creation of a connected network of multiple routes for each mode, providing many choices to satisfy origins and destinations.

OBJECTIVE II.18 Transportation Disadvantaged - For citizens that have limited choices, the County shall encourage service providers to maximize service, while attempting to reduce demand, to bridge the current gap between service and unmet demand.

Policy II.18.1 The County shall continue to pursue State and Federal funding to provide and/or

The County shall continue to pursue State and Federal funding to provide and/or expand transportation disadvantaged services in the County to meet the current demand.

In order to reduce the transportation disadvantaged demand by enabling residents to become transportation independent, the County shall partner with the Taylor County Development Authority to implement the Economic Development Plan to facilitate growth, diversification, and stability of the economy; create a variety of employment opportunities; and expand the economy to provide a sustainable future for residents.

In order to reduce the transportation disadvantaged demand by enabling residents to become transportation independent, the County shall encourage a diversity of housing in proximity to employment.

OBJECTIVE II.19 The County shall encourage increased access to coastal areas and resources.

Policy II.19.1 The County shall encourage State and Federal agencies to increase access to public coastal resources.

The County shall encourage the provision of and improvement to existing trailways and roadways to provide better public coastal access.

Policy II.19.3 The County shall encourage access to and connectivity among the coastal resources and new coastal development.

The County shall encourage implementation of the land use and transportation strategies contained in the future traffic circulation and future land use elements, which can significantly reduce vehicle miles of travel causing a reduction in greenhouse gas emissions.

The County shall encourage the following strategies

- 1. Provide a hierarchy of interconnected roads to support the future development pattern that is designed to reduce automotive trips and trip lengths.
- 2. Provide a connected network of pedestrian and bicycle facilities to promote biking and walking mode-split within each new development area.
- 3. Focus transportation planning to support appropriately located compact, high density mixed-use development within the Urban Planning Areas.
- 4. Coordinate with the Florida Department of Transportation to improve traffic management on State roads to reduce the aggregate time spent at traffic signals.

Policy II.18.2

Policy II.18.3

Policy II.19.2

OBJECTIVE II.20

Policy II.20.1

5. Provide density bonuses and expedited development review to encourage reduction in vehicle miles of travel.

Policy II.20.2

The County has designated Regional Employment Centers on the Future Land Use Map to reduce the vehicle miles of travel by providing opportunities to decrease the distance between homes and places of employment.

\mathbf{III}

HOUSING ELEMENT

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III

HOUSING ELEMENT

INTRODUCTION

The following goal, objectives and policies constitute the Housing Element providing for decent, safe and sanitary housing at affordable costs and in sufficient quantities to meet the needs of both existing and future County residents. The data collected for this plan element and analysis of this data contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

This plan element of the County's Comprehensive Plan establishes a guide for the County to follow in addressing the housing needs of the unincorporated area. The Housing Element addresses the main goal for housing within the County through the year 2015 2029, as well as measurable objectives which are established to meet the County's housing goal. In addition, each objective is followed by one or more corresponding policies to provide guidance and direction towards the accomplishment of the objective.

HOUSING GOAL, OBJECTIVES AND POLICIES

GOAL III - PROVIDE DECENT, SAFE AND SANITARY HOUSING IN SUITABLE ENVIRONMENTS AT AFFORDABLE COSTS TO MEET THE NEEDS OF THE COUNTY'S PRESENT AND FUTURE CITIZENS, INCLUDING THOSE RESIDENTS WITH SPECIAL NEEDS. ENCOURAGE THE PRESERVATION AND ADAPTIVE RE- USE OF HISTORICALLY SIGNIFICANT HOUSING.

OBJECTIVE III.1

The County shall continue to provide for affordable housing in accordance with the affordable housing needs assessment eonsistent with Chapter 9J-5.010(1)(a), (b) and (e), Florida Administrative Code in effect on January 1, 2003. In addition, the following new definition of affordable housing eonsistent with Chapter 9J-5.003(3), Florida Administrative Code in effect on January 1, 2003, shall be used to define affordable housing types to be permitted for the existing and anticipated population. For the purposes of this Comprehensive Plan, "affordable housing" means housing for which monthly rents or monthly mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households. Thirty percent is not the limit if the mortgage lender is satisfied that the household can afford a higher percent. Consideration must be given to the following groups:

- 1. "Moderate Income Person" 120% of the median income;
- 2. "Low Income Person" 80% of the median income;
- 3. "Very Low Income Person" 50% of the median annual income.
- 4. Extremely Low Income Person" 30 percent of the median income.

Non-owner occupied units should be reserved for low, or very low income or extremely low households as defined by the U.S. Department of Housing and Urban Development at a monthly cost (including utilities) that does not exceed 30% of the total monthly income. In addition, the County will be required to conduct an affordable housing needs assessment consistent with Chapter 9J 5.010(1)(a), (b), and (c), Florida Administrative Code in effect on January 1, 2003.

Policy III.1.1

The County shall include as part of its adopted citizen participation plan a provision to insure that representatives of the local private and non-profit housing industry be provided opportunities to participate in housing related planning activities conducted by the County.

Policy III.1.2

The County shall permit the construction of government subsidized housing only within areas which are served by public facilities which meet or exceed the adopted level of service standards established in the other elements of this Comprehensive Plan, or which are to be provided concurrently and in conjunction with proposed development.

OBJECTIVE III.2

The County shall continue to promote the maintenance of a safe and sanitary housing stock and the elimination of substandard housing conditions, as well as the establishment of provisions for the structural and aesthetic improvement of housing through adoption of minimum housing standards and the County shall continue to rehabilitate substandard dwelling units.

Policy III.2.1

The County shall continue to enforce minimum housing standards which address the quality of housing and stabilization of neighborhoods.

OBJECTIVE III.3

The County shall continue to make available site opportunities for extremely low-, very low, low and moderate income families, and for mobile homes, in all Future Land Use classifications in order to provide adequate sites for extremely low-, very low-, low- and moderate-income households consistent with Chapter 9J-5.010(2)(f)(3), Florida Administrative Code in effect on January 1, 2003, address the creation and/or preservation of affordable housing consistent with Chapter 9J-5.010(3)(b)1, Florida Administrative Code in effect on January 1, 2003, and address adequate sites and the distribution of housing types consistent with 9J-5.010(3)(b)3, Florida Administrative Code in effect on January 1, 2003. The County shall use the resources of the State Housing Initiatives Partnership and Community Development Block Grant programs to address these needs.

Policy III.3.1

The County shall address the creation and/or preservation of housing for <u>extremely low-</u>, low-and moderate-income persons <u>in accordance with Chapter 9J-5.010(3)(b)3</u>, Florida Administrative Code in effect on January 1, 2003 through the use of the State Housing Initiatives Partnership and Community Development Block Grant programs.

Policy III.3.2

The County shall provide for adequate sites and distribution of housing types consistent with Chapter 9J-5.010(3)(b)3, Florida Administrative Code in effect on January 1, 2003.

Policy III.3.3

The County shall permit the location of <u>extremely low-</u>, low- and moderate-income housing and mobile homes pursuant to Section 320.8285, Florida Statutes and Chapter 553, Part IV, Florida Statutes.

OBJECTIVE III.4

The County shall continue to make provision for group homes such as Long-Term Residential Care Facilities or foster care facilities, as licensed or funded by the Florida Department of Children and Families, and Adult Congregate Living Facilities, as licensed by the Agency for Health Care Administration, to be located within residential areas or areas of residential character.

Policy III.4.1

The County shall maintain standards for the location of foster care or group home facilities which are licensed or funded by the Florida Department of Children and Families and the Agency for Health Care Administration within residential areas. The standards shall consider the number of clients served, length of client stay and the intensity of services or treatment provided, and shall be consistent with the provisions of Chapter 419, Florida Statutes, as amended in effect on January 1, 2003.

Policy III.4.2

The County shall allow foster care facilities and smaller-sized group homes, characterized by smaller populations and less intensive use, in lower density residential areas, subject to special review procedures to determine consistency with community locational requirements and appropriate safeguards consistent with the requirements of Chapter 419 Florida Statutes, as amended in effect on January 1, 2003.

Policy III.4.3

The County shall allow larger-sized group homes, characterized by larger populations and more intensive use, in higher density residential areas and/or the commercial areas, subject to special review procedures to determine consistency with community locational requirements and appropriate safeguards consistent with the requirements of Chapter 419 Florida Statutes, as amended in effect on January 1, 2003.

Policy III.4.4

The County shall maintain standards which avoid concentrating group homes in order to maintain compatibility with the existing residential character of residential areas consistent with the requirements of Chapter 419 Florida Statutes, as amended in effect on January 1, 2003.

OBJECTIVE III.5

The County shall continue to improve programs for the removal of blight and unsafe structures through the implementation of hazardous building regulations consistent with Chapter 553 (Building Construction Standards), Florida Statutes.

Policy III.5.1

The County shall continue to enforce a hazardous building code, consistent with Chapter 553 (Building Construction Standards), Florida Statutes, which shall require the rehabilitation or demolition and clearance of housing and other structures which pose a threat to public safety.

- The hazardous building code, consistent with Chapter 553 (Building Construction Standards), Florida Statutes, shall be remedial and shall be constructed to secure the beneficial interest and purposes which are public safety, health and general welfare through provisions dealing with structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazardous incident to the construction alteration, repair, removal, demolition, use and occupancy of building, structure or premises;
- 2. The provisions shall apply to unoccupied and unsafe buildings and shall apply equally to new and existing conditions; and
- Provisions to protect classified historical structures requiring architectural and engineering plans bearing the seal of a registered professional architect or engineer shall be included.

Policy III.5.2 The County shall apply for federal and state housing assistance where it has been determined that the County has competitive standing in any ranking process for determining program award. Policy III.5.3 The Local Planning Agency shall study and make recommendations to the Local Governing Body regarding the conservation of existing residential neighborhoods, when such neighborhoods are being considered for Future Land Use Plan Map amendments. **OBJECTIVE III.6** The County shall continue to encourage the restoration or rehabilitation for adaptive reuse of historically significant housing through the implementation of regulations which protect significant historic housing. Policy III.6.1 The County shall continue to enforce provisions which protect significant historic housing through maintenance requirements and where appropriate, adaptive reuse. **OBJECTIVE III.7** The County shall continue to treat persons displaced by governmental action on a uniform and equitable basis by incorporating uniform relocation provisions. The County shall require the availability of relocation to persons displaced by Policy III.7.1 governmental action to comparable housing which meets minimum standards at affordable cost, prior to their displacement. **OBJECTIVE III.8** The County shall assist in the planning of the housing assistance programs of the Housing Authority. Policy III.8.1 The County through the implementation of the citizen participation plan shall provide opportunities to the Housing Authority and the private sector to participate in planning for the provision of a supply of housing to accommodate the full range of life stages and economic capabilities of the County's residents. **OBJECTIVE III.9** The County shall encourage energy efficiency in the design and construction of new residential housing. Policy III.9.1 The County shall develop an incentive program to encourage residential construction that meets the energy efficiency criteria of the United States Green Building Council Leadership in Energy and Environmental Design rating systems, Florida Green Building Coalition certification, United States Environmental Protection Agency Energy Star program, or a similar third-party green building certification. The incentive program may include educational materials, expedited permitting, and/or public recognition. Policy III.9.2 The County shall not prohibit the use of energy-efficient or alternative-energy practices for residences, such as photovoltaic panels, passive solar orientation of buildings, or strategic placement of landscaping materials to reduce energy consumption. Policy III.9.3 The County shall continue to enforce the minimum energy efficiency requirement of the Florida Building Code through administration of the County's Land Development Code.

IV

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT

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SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE ELEMENT

INTRODUCTION

The following plan element provides direction for the use, maintenance and location of general sanitary sewer, solid waste, drainage, potable water facilities and natural groundwater aquifer recharge areas in conformance with the future land use element of this Comprehensive Plan. The data collected for this plan element and analysis of this data contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The future growth of the County depends upon the safe, adequate and economical means for the provision of public facilities and services. This portion of the Comprehensive Plan provides a goal, objectives and policies which direct the implementation and use of such public facilities in a logical and economic fashion, as well as, in a manner which is consistent with the State of Florida Comprehensive Plan, the North Central Florida Regional Strategic Policy Plan and the various elements of this Comprehensive Plan.

GOAL IV-1 - ENSURE THE PROVISION OF PUBLIC FACILITIES IN A TIMELY, ORDERLY EFFICIENT AND ECONOMICALLY FEASIBLE MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE COUNTY'S POPULATION.

OBJECTIVE IV.1 The County shall continue to undertake capital improvement projects in

accordance with the schedule contained in the Capital Improvements Element of this Comprehensive Plan. In general, capital improvements for public facilities to serve existing development shall be given priority over facilities to serve new

development.

Policy IV.1.1 The County shall provide that within the schedule contained in the Capital

Improvements Element, the capital improvement projects needed for replacement or correction of existing deficiencies be given priority over providing for future

facility needs.

SANITARY SEWER FACILITY SUB ELEMENT

GOAL IV-2 - ENSURE THE PROVISION OF PUBLIC SANITARY SEWER FACILITIES IN A TIMELY, ORDERLY EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE COUNTY'S POPULATION.

OBJECTIVE IV.2 The County shall continue to coordinate the extension of, or increase in the

capacity of sanitary sewer facilities by scheduling the completion of public facility improvements and requiring that they are concurrent with projected demand.

Policy IV.2.1 The County hereby establishes the following level of service standards

for sanitary sewer facilities:

FACILITY TYPE LEVEL OF SERVICE STANDARD

Private on-site disposal Shall meet or exceed all the

requirements set by Chapter 64E-6,

Florida Administrative Code, in effect on January 1, 2003 upon adoption of

this Comprehensive Plan.

FACILITY TYPE

LEVEL OF SERVICE STANDARD

New Central Facilities residential uses 100 gals./capita/day

Nonresidential uses Minimum service shall be consistent

with Chapter 64E-6, Florida Administrative Code, in effect on-January 1, 2003 upon adoption of

this Comprehensive Plan.

Policy IV.2.2

The County shall prohibit the installation of septic tanks in locations with unsuitable soils or within wetland areas. The issuance of septic tank permits shall be a function of the Department of Health or other governmental agency having jurisdiction, subject to current regulations.

Policy IV.2.3

The County shall allow existing septic tanks and package wastewater treatment facilities to remain in service until such time as centralized sanitary sewer service is available, subject to current regulatory jurisdiction and operating standards.

Policy IV.2.4

The County shall allow the use of package wastewater facilities within Mixed Use Urban Development areas, the Sweetwater Resort Community, Coastal Villages, Coastal Village Centers, Suburban Villages and Regional Employment Centers, until a centralized sanitary sewer service is available, subject to current regulatory jurisdiction and operating standards.

Policy IV.2.5

The County shall limit development which proposes the construction of package wastewater treatment facilities outside the urban development areas to special use facilities, which do not promote urban sprawl. Examples: motels, parks, recreation areas, or other similar uses.

- 1. The County shall not issue a building permit for construction of a building or facility where sanitary sewage is proposed to be disposed using an on-site sewage disposal system in an area classified industrial on the Future Land Use Plan Map, or uses for industrial or manufacturing purposes, or its equivalent, where a centralized sanitary sewer system is available within 1/4 mile of the area used or classified industrial, or where the likelihood exists that the on-site sewage disposal system may receive toxic, hazardous or industrial waste; and
- 2. The County shall not issue an occupational license to the owner or tenant of a building located in an area classified industrial on the County's Future Land Use Plan Map, or used for industrial or manufacturing purposes, or its equivalent, when such site is served by an on-site sewage disposal system without first obtaining an annual operating permit from the County Health Department: and
- 3. The County shall not issue a certificate or land development regulation compliance to a new owner or tenant of a building located in an area zoned industrial on the County's Official Zoning Atlas, or used for industrial or manufacturing purposes, or its equivalent, or which operates a business which has the potential to generate toxic, hazardous or industrial wastewater, when

such site is served by an on-site sewage disposal system without first obtaining an annual operating permit for an on-site sewage disposal system from the County Health Department.

Policy IV.2.6

All new development within the Urban Planning Areas of the 2035 Future Land Use Map shall be connected to central potable water and wastewater systems, when available. If central potable water and wastewater systems are not available, package facilities may be used on an interim basis, consistent with Policy IV.2.4. Septic systems shall be prohibited. The Development of Regional Impact Development Oorder for each Urban Planning Area shall require the developer to establish a Community Development District, ("District"), or similar mechanism, pursuant to applicable provisions of Florida Law. The District shall be responsible for the design, construction, operation and maintenance of the interim water and wastewater systems within the Planning Area. As additional development orders Development of Regional Impact's for each Planning Area are approved, but no later than when wastewater flows reach a level of 0.25 million gallons per day, the Taylor County Board of County Commissioners shall require the District to evaluate the feasibility of combining the interim planning area facilities into a subregional facility. The District evaluation shall consider the environmental and economic advantages to consolidating the interim facilities, and at its discretion, shall consolidate those interim facilities. A sub-regional facility shall be considered to serve Planning Areas 1, and 2/3; a separate sub-regional facility shall be considered to serve Planning Areas 4/5/6, 7, and 8.

For Planning Areas in the Perry Urban Service Area, the <u>first</u> development order for the first Development of Regional Impact approved for that service area shall include a condition that directs new development to be served either by the eCity of Perry or by a sub-regional water and wastewater system designed for the development order Development of Regional Impact. In the case that it is determined by the Taylor County Board of County Commissioners that a sub-regional plant is desired, then a condition shall be placed in the <u>development</u> order Development of Regional Impact requiring the establishment of a Community Development District, and the requirements shall be the same as for the Coastal District.

SOLID WASTE FACILITY SUB ELEMENT

GOAL IV.3 - ENSURE THE PROVISION OF PUBLIC SOLID WASTE FACILITIES IN A TIMELY, ORDERLY EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE COUNTY'S POPULATION.

OBJECTIVE IV.3

The County shall continue to coordinate the extension of, or increase in the capacity of solid waste facilities by scheduling the completion of public facility improvements and requiring that they are concurrent with projected demand.

Policy IV.3.1

The County hereby establishes the following level of service standards for solid waste disposal facilities:

FACILITY TYPE

LEVEL OF SERVICE STANDARD

Solid Waste Landfill

0.78 tons per capita per year

Policy IV.3.2.

The County shall, singularly or in combination with other jurisdictional authorities, schedule, design, operate and maintain solid waste disposal facilities in a manner which minimizes the effects of such facilities on water and air resources and meets the permit requirements of the <u>Florida</u> Department of Environmental <u>Regulation Protection</u>.

DRAINAGE FACILITY SUB ELEMENT

GOAL IV-4 - ENSURE THE PROVISION OF PUBLIC DRAINAGE FACILITIES IN A TIMELY, ORDERLY EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE COUNTY'S POPULATION.

OBJECTIVE IV.4

The County shall continue to coordinate the extension of, or increase in the capacity of drainage facilities by scheduling the completion of public facility improvements and requiring that they are concurrent with projected demand.

Policy IV.4.1 LEVEL OF SERVICE STANDARD

For all projects not exempted from Chapter 40B-4 and 62-25, Florida Administrative Code in effect on January 1, 2003 within the County, stormwater management systems must be installed such that the peak rate of post-development runoff will not exceed the peak-rate of pre-development runoff for storm events up through and including either one of the following design storms.

- 1. A design storm with a 10-year, 24-hour rainfall depth with Natural Resource Conservation Service Type II distribution falling on average antecedent moisture conditions for projects serving exclusively agricultural, forest, conservation, or recreational uses; or
- 2. A design storm with 100-year critical duration rainfall depth for projects serving any land use other than agricultural, silvicultural, conservation, or recreational issues.
- 3. Facilities which directly discharge into an Outstanding Florida Water shall include an additional level of treatment equal to the runoff of the first 1.5 inches of rainfall from the design storm consistent with Chapter 62-25.025(9), Florida Administrative Code, in effect on January 1, 2003 upon adoption of this Comprehensive Plan in order to meet the receiving water quality standards of Chapter 62-302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan.

 Stormwater discharge facilities shall be designed so as not to lower the receiving water quality below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan.
- 4. All other stormwater management projects shall be required to adhere to the standards for treatment in accordance with Chapter 40-B4, Florida Administrative Code in effect on January 1, 2003 (rules of the Suwannee River Water Management District) and the Suwannee River Water Management District Environmental Resource Permitting Applicant's Handbook, as effective on January 1, 2003 upon adoption of this Comprehensive Plan. Stormwater discharge facilities shall be designed so as to not lower the receiving water quality or degrade the receiving water

Proposed Amendment No. CPA 19-01 Evaluation Amendments August 15, 2019 body below the minimum conditions necessary to maintain their classifications as established in Chapter 62- 302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan.

Any development exempt from Chapter 62-25 or 40B-4, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan, as cited above and which is adjacent to or drains into a surface water, canal, or stream, or which enters a ditch which empties into a sinkhole, shall first allow the runoff to enter a grassed swale or other conveyance designed to percolate 80 percent of the runoff from a three year, one hour design storm within 72 hours after a storm event. In addition, any development exempt from Chapter 62-25 or 40B-4, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan, as cited above, which is directly discharged into an Outstanding Florida Water shall include an additional level of treatment equal to the runoff of the first 1.5 inches of rainfall from the design storm consistent with Chapter 62-25.025(9), Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan, in order to meet the receiving water quality standards of Chapter 62-302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan. Stormwater discharge facilities shall be designed so as not to lower the receiving water quality below the minimum condition necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan.

Policy IV.4.2

The County shall include provisions which to control development which would significantly impact or interrupt natural drainage flows, including sheet flow and flow to isolated wetland systems, without mitigation. Normal agricultural and silvicultural activities shall be exempted from these regulations, subject to Best Management Practices 2000 as adopted by the Florida Department of Agriculture or Florida Division of Forestry, as appropriate, and also the current regulatory requirements of Chapters 373 and 403, Florida Statutes, in effect on January 1, 2003 upon adoption of this Comprehensive Plan.

Policy IV.4.3

The County shall requires that all construction activity undertaken shall incorporate erosion and sediment controls during construction to protect the function of natural drainage features.

Policy IV.4.4

In order to maintain the water quality of the natural surface water bodies and natural floodways of rivers, streams and creeks, native vegetation within such natural surface water bodies and floodways shall be retained in a natural state. Harvesting, cutting and clearing activities, excluding silviculture activities conducted in accordance with the silviculture policy contained in the Conservation Element of this Comprehensive Plan, shall be restricted to the removal of exotic weeds. Such removal of exotic weeds shall only be conducted as part of a vegetative management program, and shall be consistent with federal, state and water management district regulations.

Policy IV.4.5

The County shall encourage the use of stormwater and reclaimed water when available for irrigation use for new development and redevelopment.

POTABLE WATER FACILITY SUB ELEMENT

GOAL IV-5 - ENSURE THE PROVISION OF PUBLIC POTABLE WATER FACILITIES IN A TIMELY, ORDERLY EFFICIENT AND ENVIRONMENTALLY SOUND MANNER AT AN ACCEPTABLE LEVEL OF SERVICE FOR THE COUNTY'S POPULATION.

OBJECTIVE IV.5	The County shall continue to	o coordinate the extension of	f, or increase in the capacity	

of potable water facilities by scheduling the completion of public facility improvements and requiring that they are concurrent with projected demand.

Policy IV.5.1 The County hereby establishes the following level of service standards for potable

water.

FACILITY TYPE LEVEL OF SERVICE STANDARD

Private individual Standards as specified in Chapter 62-Water wells 22, Florida Administrative Code in

effect on January 1, 2003 upon adoption of this Comprehensive

Plan

Keaton Beach Community 100 gallon per-capita per day

Potable Water System

FACILITY TYPE LEVEL OF SERVICE STANDARD

Steinhatchee Community 100 gallons per capita per day

Potable Water System

Taylor-Beaches Community 100 gallons per capita-per day-

Potable Water System

Other Community Potable 100 gallons per capita per day

Water Systems (Future)

Policy IV.5.2 Except as otherwise provided for in the Comprehensive Plan, the County shall

permit residential densities in excess of 2 dwelling units per acre but less than or equal to 4 dwelling units per acre only within areas served by centralized potable water systems, and residential densities in excess of 4 dwelling units per acre only within areas served by centralized potable water and centralized sanitary sewer

systems.

Policy IV.5.3 All new development within the Urban Planning Areas of the 2035 Future Land

Use Map shall be connected to a central potable water facility. If potable water is not available, the establishment of a service district, construction and operation of a new facility shall be the financial responsibility of the developer and enforced through an executed development agreement, unless an existing facility is

expanded.

Policy IV.5.4 The County shall encourage strategies to increase the supply of potable water,

including the development of alternative potable water sources, use of reclaimed

water, and increased conservation of water resources.

Policy IV.5.5 Water supply sources for the Urban Planning Areas and Rural Planning Areas of the

2035 Future Land Use Map shall be identified with an application for master

development approval.

Policy IV.5.6 Water supply providers and facilities for the Urban Planning Areas and Rural Planning Areas of the 2035 Future Land Use Map shall be identified with an application for incremental development approval.

Policy IV.5.7 If potable water supply is not currently available to serve a proposed land use, the County shall allow development to be phased to coincide with the availability of potable water supply and facilities.

Policy IV.5.8 The County shall encourage all new development in the Urban Services Area, consistent with the Vision 2060 Plan, to provide non-potable water lines for irrigation.

NATURAL GROUNDWATER AQUIFER RECHARGE SUB ELEMENT

GOAL IV-6 - ENSURE THE PROTECTION OF SURFACE AND GROUNDWATER QUALITY AND QUANTITY BY ESTABLISHMENT OF PLANS AND PROGRAMS TO PROMOTE ORDERLY USE AND DEVELOPMENT OF LAND IN A MANNER WHICH WILL PROMOTE SUCH PROTECTION AND AVAILABILITY

OBJECTIVE IV.6 The County shall continue to cooperate with the Water Management District for the protection of the functions of high groundwater aquifer recharge areas and natural drainage features which are consistent with current Water Management District regulations.

Policy IV.6.1 The County shall provide for the limitation of development adjacent to natural drainage features to protect the functions of the feature by requiring a minimum of 35 foot setback from natural features and environmentally sensitive areas such as wetlands, natural water bodies and streambanks.

Policy IV.6.2 The County shall provide for the limitation of development and associated impervious surfaces in high groundwater aquifer recharge areas designated by the Water Management District to protect the functions of the recharge area.

Policy IV.6.3 The County shall allow the re-use of treated effluent and stormwater for irrigation, and shall encourage such re-use during the site plan review process.

Policy IV.6.4 Stormwater management practices shall not include drainage wells and sinkholes for stormwater disposal where recharge is into potable water aquifers.

The County shall provide for the limitation of development and associated impervious surfaces in high groundwater aquifer recharge areas as designated by the Water Management District and depicted in Appendix A of this Comprehensive Plan to protect the functions of the recharge area through requirement of the following:

- 1. Stormwater management practices shall not include drainage wells and sinkholes for stormwater disposal where recharge is into potable water aquifers. Where development is proposed on private property with existing private drainage wells, these wells shall be abandoned, including adequate sealing and plugging according to Chapter 62-28, Florida Administrative Code, and as administered and regulated by the Water Management District, in effect on January 1, 2003 upon adoption of this Comprehensive Plan;
- 2. Well construction, modification or closure shall be regulated in accordance with the criteria established by the Water Management District and the

Proposed Amendment No. CPA 19-01 Evaluation Amendments August 15, 2019

Policy IV.6.5

- Florida Department of Health;
- 3. Abandoned wells shall be closed in accordance with the criteria established in Chapter 62-28, Florida Administrative Code, and as administered and regulated by the Water Management District in effect on January 1, 2003 upon adoption of this Comprehensive Plan;
- 4. No person shall discharge or cause to or permit the discharge of a regulated material as listed in Chapter 442, Florida Statutes, in effect upon adoption of this Comprehensive Plan, to the soils, groundwater, or surfacewater; and
- 5. No person shall tamper or bypass or cause or permit tampering with or bypassing of the containment of a regulated material storage system, except as necessary for maintenance or testing of those components.
- 6. The County shall require that the following impervious surface coverages (including buildings and paved areas such as driveways) be maintained within high groundwater aquifer recharge areas, as follows:
 - a. For parcels equal to or greater than 1 acre impervious surface shall not exceed 20 percent; and
 - b. For parcels less than 1 acre impervious surface shall not exceed 40 percent.
- 7. The following uses shall be prohibited in high groundwater aquifer recharge areas as shown on Appendix A of this Comprehensive Plan, unless it can be demonstrated that the material in the quantity and/or solution stored or the conditions under which it is to be stored does not pose a hazard to human health and environment.
 - a. Wholesale bulk fuel storage;
 - b. Chemical manufacturing;
 - c. Pesticide manufacturing;
 - d. Battery reclamation or manufacturing;
 - e. Electronics manufacturing using halogenated solvents;
 - f. Hazardous waste transfer sites;
 - g. Any site defined by the Resource Conservation and Recovery Act as a treatment storage or disposal facility for hazardous waste;
 - h. Regional pesticide distribution site; and
 - i. Underground storage tank for the storage of hazardous material except underground petroleum storage tanks.

OBJECTIVE IV.7

The County shall continue to enforce provisions which encourage the conservation of potable water resources.

Policy IV.7.1

The County shall continue to cooperate with the Water Management District in the implementation of water resource conservation strategies and techniques which are adopted by the District and shall adhere to any emergency water conservation measures imposed by the Water Management District.

Policy IV.7.2

The County shall require that all new construction and all remodeling activities utilize fixtures conforming to the following schedule of maximum water usage, consistent with the Water Conservation Act of 1982, thereby conserving potable water resources.

SCHEDULE OF MAXIMUM WATER USAGE		
Water Closets, tank type	3.5 gals./flush	
Water Closets, flushometer or flush valve	3.5 gals./flush	
Urinals, tank type	3.5 gals./flush	
Urinals, flushometer or flush valve	3.5 gals./flush	
Showerheads	3.0 gals./minute	
Lavatory and sink faucets	3.0 gals./minute	

CONSERVATION ELEMENT

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CONSERVATION ELEMENT

INTRODUCTION

The following goal, objectives and policies constitute the Conservation Element providing for the promotion of the conservation, use and protection of the County's natural resources. The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

Conservation uses are defined as activities within land areas designated for the purpose of conserving or protecting natural resources, environmental quality, or agriculture and silviculture through conservation easements or related tools and within this plan includes areas designated for such purposes as flood control, protection of quality or quantity of groundwater or surface water, floodplain management, or protection of vegetative communities or wildlife habitats.

The Future Land Use Plan map addresses conservation future land use as defined above. The conservation future land use category shown on the Future Land Use Plan map identifies future conservation areas which consist of land within the County which is anticipated to have planned management of a natural resource to prevent exploitation, destruction or neglect of that natural resources. The majority of the areas shown are wildlife management areas and Water Management District lands.

The Future Land Use Plan map series includes the identification of flood prone areas, wetlands, existing and planned waterwells, rivers, bays, lakes, minerals and soils, which are land cover features, but are not land uses. Therefore, although these natural resources are identified within the Future Land Use Plan map series, they are not designated on the Future Land Use Plan map as conservation areas. However, the constraints on future land uses of these natural resources are addressed in the following goal, objective and policy statements.

CONSERVATION GOAL, OBJECTIVES AND POLICIES

GOAL V - CONSERVE, THROUGH APPROPRIATE USE AND PROTECTION, THE RESOURCES OF THE COUNTY TO MAINTAIN THE INTEGRITY OF NATURAL FUNCTIONS.

OBJECTIVE V.1 The County shall continue to enforce provisions within the site plan review process to protect air quality by requiring the appropriate siting of development

and associated public facilities.

POLICY V.1.1 The County shall require that all appropriate air quality permits are obtained prior

to the issuance of development orders, so that minimum air quality levels established by the Florida Department of Environmental Protection are

maintained in the County.

OBJECTIVE V.2 The County shall provide for the conservation, appropriate use and protection of

the quality and quantity of current and projected water sources, and shall require a 300 foot wellfield protection area around community potable water system wells. In addition, the County, in order to protect high groundwater aquifer recharge areas as designated by the Water Management District and depicted in Appendix A of this Comprehensive Plan, shall continue to limit development in those areas as specified in the high groundwater aquifer recharge protection

policy of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element of this Comprehensive Plan.

Policy V.2.1

The County as part of the development review process shall require the coordination of development plans with the Florida Department of Environmental Protection and the Water Management District to assist in the monitoring uses which may impact the current and projected water sources of the County.

Policy V.2.2

The County shall protect the designated use classification, as established in Rule 62-302.400, Florida Administrative Code, of waters of the state by discouraging land uses that may impact waters of the state and cause violations of applicable state water quality standards or otherwise adversely impact waters of the state except where impacts are authorized pursuant to Part IV of Chapter 373, Florida Statutes.

Policy V.2.3

The County shall identify and make recommendations to appropriate state agencies, for the purchase of environmentally sensitive lands as part of the Florida Forever Program, as listed by the Acquisition and Restoration Council for the Board of Trustees of the Internal Improvement Trust Fund, Water Management District, or U.S. Government, under programs administered by the U.S. Department of the Interior, Florida Department of Environmental Protection or the land acquisition programs of the Water Management District.

Policy V.2.4

The County shall require that, unless impacts are mitigated pursuant to Florida Department of Environmental Protection or other appropriate state agency requirements, a 25-foot natural buffer shall be maintained around all wetlands and prohibit the location of agricultural, residential, commercial and industrial land uses within the buffer areas. Mitigation measures must be acceptable to the Florida Department of Environmental Protection or other governmental agency having mitigation permit jurisdiction but allow silviculture and resource based recreation activities within the buffer areas in accordance with the silviculture policies of the Conservation element of this Comprehensive Plan. Normal agricultural and pine silvicultural activities shall be allowed, subject to Best Management Practices 2000 as adopted by the Florida Department of Agriculture or Florida Division of Forestry, as appropriate, and also subject to the current regulatory requirements of Chapters 373 and 403, Florida Statutes, and the rules, regulations and permitting requirements of the Suwannee River Water Management District and other State or Federal governmental agencies having jurisdiction. Unless further restricted by the County's Land Development Regulations, normal hardwood silvicultural activities shall be allowed subject to Best Management Practices and other regulatory requirements as cited for pine silviculture above.

Policy V.2.5

The County shall, through the development review process, require that postdevelopment runoff rates and pollutant loads do not exceed pre-development conditions.

Policy V.2.6

The County shall require all new development to maintain the natural functions of environmentally sensitive areas, including but not limited to wetlands and 100-year floodplains so that the long term environmental integrity and economic and

recreational value of these areas is maintained. This will be accomplished through compliance with applicable statutes, rules and regulations of State and Federal Agencies having jurisdiction.

Policy V.2.7

The County shall require that, unless impacts are mitigated, the conservation of wetlands shall be provided for through prohibiting any development or dredging and filling which would significantly alter their natural functions. Mitigation measures must be acceptable to the Florida Department of Environmental Protection or other governmental agency having mitigation permit jurisdiction. Resource based recreation activities (such as hunting and fishing) shall be allowed. Normal agricultural and pine silvicultural activities shall be allowed, subject to Best Management Practices as adopted by the Florida Department of Agriculture and Consumer Services, Division of Forestry, as appropriate, and also subject to the current regulatory requirements of Chapters 373 and 403, Florida Statutes, and the rules, regulations and permitting requirements of the Suwannee River Water Management District and other Federal or State governmental agencies having jurisdiction. Unless further restricted, normal hardwood silvicultural activities shall be allowed subject to Best Management Practices and other regulatory requirements as cited for pine silviculture above.

Policy V.2.8

The County shall provide for the conservation of wetlands through prohibiting any development or dredging and filling, which would significantly alter their natural functions without mitigation. Agricultural, and silvicultural activities consistent with Best Management Practices manual developed by the Florida Department of Agriculture and Consumer Services, shall be allowed.

Policy V.2.9

The County shall support water conservation programs conducted by the Water Management District within the scope of their delegated authority.

Policy V.2.10

The County shall cooperate with the plans of the Water Management District for the emergency conservation of water sources.

Policy V.2.11

The County shall, as part of the developmental review process, limit development to low density and non- intensive uses in high groundwater aquifer recharge areas designated by the Water Management District within the scope of their delegated authority.

Policy V.2.12

The County as part of the development review process shall require the maintenance of the quantity and quality of surface water runoff within freshwater stream to sink watersheds by requiring the installation of structures or other devices designed to prevent the degradation of the quality and quantity of surfacewater runoff within the County.

Policy V.2.13

The County shall require that all hazardous waste generators properly manage their own wastes in compliance with current statutes or other governmental regulations, and shall, as part of the development review process, require that new hazardous waste generators comply with all applicable federal and state permitting requirements before approving any development plans.

Policy V.2.14

The County shall require a 75-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks and their estuaries located within the significant natural areas identified in the Conservation element of this Comprehensive Plan, and prohibit the location of residential, commercial and

industrial (including mining) land uses within the buffer areas. Resource based recreation activities (such as hunting and fishing) shall be allowed. Also beyond seventy-five (75) feet, normal agricultural and silvicultural activities will be allowed, subject to Best Management Practices and all other existing regulations. Normal agricultural and pine silvicultural activities shall be allowed outside the 75-foot regulated natural buffer, subject to Best Management Practices as adopted by the Florida Department of Agriculture and Consumer Services, Division of Forestry, as appropriate, and also subject to all other existing regulations. The County has reserved the right to further regulate hardwood silvicultural activities. Agricultural and silvicultural activities are also subject to the current regulatory requirements of Chapters 373 and 403, Florida Statutes, as well as the rules, regulations and permitting requirements of the Suwannee River Water Management District and other Federal or State governmental agencies having jurisdiction. Unless further restricted by the County, normal hardwood silvicultural activities shall be allowed outside the 75-foot regulated natural buffer subject to Best Management Practices and other regulatory requirements as cited for pine silviculture above.

The County shall govern the land management practices and activities which are allowed within the 75-foot regulated natural buffer.

The significant natural areas to which this policy applies are identified and described in the Conservation element of this Comprehensive Plan.

Policy V.2.15

The County shall require a 35-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks and their estuaries, or those which are intermittent in nature and their estuaries, but which have a distinct, identifiable stream bed or creek run, and prohibit the location of residential, commercial and industrial land uses within the buffer areas. Resource based recreation activities (such as hunting and fishing) shall be allowed. Normal agricultural and pine silvicultural activities shall be allowed within the buffer areas subject to Best Management Practices as adopted by the Florida Department of Agriculture and Consumer Services, Division of Forestry, as appropriate, which are applicable to the management of these buffer areas, and also subject to the current regulatory requirements of Chapters 373 and 403, Florida Statutes, as well as the rules, regulations and permitting requirements of the Suwannee River Water Management District and other Federal or State governmental agencies having jurisdiction. Unless further restricted by the County's land development regulations, normal hardwood silvicultural activities shall be allowed subject to Best Management Practices and other regulatory requirements as cited for pine silviculture above.

Policy V.2.16

The County shall partner with the Suwannee River Water Management District to use and promote Best Management Practices to maintain the quantity of freshwater flow into the coastal systems.

OBJECTIVE V.3

The County shall continue to provide for the conservation, appropriate use and protection of soils.

Policy V.3.1

The County shall require that any mining permit be coordinated with the Florida Department of Environmental Protection or other agencies having jurisdiction so

Proposed Amendment No. CPA 19-01 Evaluation Amendments August 15, 2019 that areas disturbed by mining activities are reclaimed to productive and beneficial use in compliance with current statutes or other governmental regulations.

Policy V.3.2

The County shall consider topographic, hydrologic and vegetative cover factors during the development review process in order to assess the impact of the proposed development and adopt measures to protect and conserve the natural functions of soils.

Policy V.3.3

The County shall require landowners, during the development review process, to consider the appropriate multiple use of forest resources to provide for timber production, recreation, wildlife habitat, watershed protection, erosion control and maintenance of water quality.

Policy V.3.4

The County shall cooperate with adjacent local governments, other governmental entities, research and interest groups and private landowners to conserve and protect unique vegetative communities located within the County and adjacent local government jurisdictions.

Policy V.3.5

The County shall allow normal agricultural and silvicultural activities, subject to Best Management Practices as adopted by the Florida Department of Agriculture and Consumer Services, Division of Forestry, as appropriate, and current regulatory requirements of sections 373 and 403, Florida Statutes. Effective October 1, 1990.

OBJECTIVE V.4

The County shall conserve and protect soils, native vegetative communities, wildlife, and wildlife habitats from adverse effects, with an emphasis on rare and endangered species. Mineral resources shall be appropriately used, conserved and protected.

These objectives shall be effective throughout the planning period and shall be accomplished using the following policies.

Policy V.4.1

The County shall require an assessment of the potential adverse effects on rare and endangered species for the following:

- 1. All development within the 25-foot regulated natural buffer adjacent to all perennial rivers, streams and creeks, and those which are intermittent in nature, but which have a distinct, identifiable stream bed or creek run.
- 2. All development with the 75-foot regulated natural buffer adjacent to all perennial Rivers, streams and creeks located within the significant natural areas identified in the Comprehensive Plan.
- 3. All development within 25 feet of a wetland or water body other than as described in 1, and 2, above.
- 4. Plan amendments which increase density or intensity of development in the Agricultural-1, Agricultural-2, Agricultural/Rural Residential, and Mixed Use: Rural Residential districts.

Policy V.4.2

The County shall require that when one or more of a rare or endangered species, are found on a development site, development activities which may cause harm to the species shall not be allowed until a management plan has been prepared which avoids the adverse effect of the project on the species.

The County shall require the use of best management practices for the conservation,

appropriate use and protection of fisheries, wildlife and wildlife habitats, identify and protect native wildlife and their habitats, including state and federally protected plant and animal species (endangered, threatened and species of special concern), within proposed development sites and protection of these natural resources from the impacts of development by the use of the Florida Fish and Wildlife Conservation Commission Strategic Habitat Conservation Areas maps, Florida Natural Areas Inventory, and North Central Florida Strategic Regional Policy Plan Regionally Significant Natural Resources map series to identify habitats which potentially contain endangered, threatened or species of special concern, and rare or unique vegetative communities prior to granting development approval.

Where adverse impacts cannot be avoided through site design or other means, the applicant shall be required to develop a mitigation plan which will allow no net loss of individuals of designated species, in coordination and compliance with the Florida Fish and Wildlife Conservation Commission.

Policy V.4.3

The County shall protects native vegetation and provides for the extensive use of native vegetation, thereby promoting the regeneration of natural habitats.

The developer of any proposed development which is equal to or greater than 20 acres and located within areas identified by the Florida Fish and Wildlife Conservation Commission as Strategic Habitat Conservation Area or is shown as habitat for listed species on the Florida Natural Areas Inventory shall be required to evaluate the impacts to endangered, threatened, or species of special concern and rare or unique vegetative communities provided, however, if competent and substantial scientific evidence demonstrating that an endangered, threatened or species of special concern, wildlife habitat or rare and unique vegetative community is located within the area of any proposed development which is equal to or greater than 20 acres. Such evaluation shall be submitted to the County at the time a preliminary plat or site and development plan is reviewed by the County, the developer shall evaluate the impacts on such habitats or communities. As a condition of permit approval of any proposed development within these areas, such evaluation shall consist of a survey of the development site conducted by the developer to identify the presence of any state and federally protected plant and animal species.

If protected species are found on the development site or would be affected by the development, a management plan shall be required from the developer, including necessary modifications to the proposed development, to ensure the preservation of the protected species and their habitat. Both the survey and the management plan shall be done in consultation with the Florida Fish and Wildlife Conservation Commission, but the final approval of the management plan shall be by the County.

Policy V.4.4

Through the site planning review process, proposed mining activities shall comply with the Florida Department of Environmental Protection rules and the North Central Florida Strategic Regional Policy Plan.

Policy V.4.5

The County shall use innovative techniques for preservation, such as: designation and regulations of conservation areas; site plan review; on-site density transfers to allow clustering of allowable units to protect environmentally sensitive

Proposed Amendment No. CPA 19-01 Evaluation Amendments August 15, 2019 portions of a site; and, overlay zoning whereby density calculations and developable land expectations are based on net developable acreage after excluding the environmentally sensitive portions.

Policy V.4.6

The County shall promote the protection of publicly-owned natural reservations designated within the County, through cooperation with the federal government regarding areas such as, but not limited to, the St. Mark's National Wildlife Refuge and the state regarding the Aucilla Wildlife Management Area, the State's Conservation and Recreation Lands program, and the Water Management District's Save Our Rivers and Surface Waters Improvement and Management Program, and designation of such areas on the Future Land Use Map as conservation.

Policy V.4.7

Prior to approving a plan amendment, in those areas designated Agricultural/Rural Residential, Mixed Use Rural Residential, Mixed Use - Urban Development, Mixed Use: Urban Development Medium High Density, Rural Settlement, Rural Village, Conservation Community, Ecological Village, Coastal Village, Coastal Village Center, Coastal Settlement, Regional Employment Center, Suburban Village, Compact Mixed Use Village, and Urban Village on the Future Land Use Map, the County shall require the applicant to provide an inventory of all wetlands and other environmentally sensitive lands, as well as documentation that the proposed user will not negatively impact environmentally sensitive lands.

Policy V.4.8

Through intergovernmental coordination with federal personnel at the St. Mark's Refuge, the County shall cooperate to ensure fisheries and marine habitat are protected. Further, the County shall regulate development within the 150 foot corridor of Spring Warrior Creek, the Econfina, Steinhatchee and Aucilla Rivers to ensure there will be no negative impacts to fisheries and marine habitat downstream to the gulf.

Policy V.4.9

Since erosion has direct impacts on surface water quality and quantity of the area, the County shall consider the need to pursue funding assistance for erosion projects from the Suwannee River Water Management District, under the Surface Water Management Improvement Program and other programs.

Policy V.4.10

The County shall cooperate with the Florida Department of Environmental Protection in the monitoring of aquaculture activities within the County.

Policy V.4.11

The County shall, during any development review process involving significant natural areas and their estuaries, address mitigation of development activities to ensure that the possible adverse impacts of the proposed development activity on the natural functions of these significant natural areas will be minimized, and that the natural functions will not be significantly altered. Mitigation measures must be acceptable to the <u>Florida</u> Department of Environmental Protection or other governmental agency having mitigation permit jurisdiction. The significant natural areas and their estuaries to which this policy applies are:

- 1. Aucilla River Corridor (includes Aucilla Sinks)
- 2. Econfina River Corridor
- 3. Spring Warrior Creek Corridor
- 4. Steinhatchee River Corridor
- 5. St. Marks National Wildlife Refuge

- 6. Coastal Marsh and Tidal Swamp Conservation Areas
- 7. Aucilla Suwannee River Water Management District Conservation Area

The generalized location of these significant natural areas is as shown on the Future Land Use Map series. A separate map identifying the corridors of these significant natural areas shall be provided. Their boundaries are further described below:

In the case of the river corridors, the corridors shall include the river itself and extend to an outer boundary established at a nominal distance of 150 feet from the natural bank of the river. The Aucilla River corridor shall extend from the Gulf of Mexico to the municipality line. The Econfina River corridor shall extend from the Gulf of Mexico to the east boundary "rural community" established at Shady Grove. The Steinhatchee River corridor shall extend from the Gulf of Mexico to the municipality line.

In the case of the Spring Warrior Creek corridor, the corridor shall include the creek itself and extend to an outer boundary established at a nominal distance of 150 feet from the natural bank of the creek. The corridor shall extend from the Gulf of Mexico to County Road 361 (Beach Road).

In the case of the St. Marks National Wildlife Refuge, the Coastal Marsh and Tidal Swamp Conservation Area and the Aucilla Suwannee River Water Management District Conservation Area, the boundary shall be the boundary of the lands owned by the governmental entity.

Resource based, low intensity recreation activities and facilities shall be allowed along rivers, with any new facility being located at least five miles from an existing facility.

Residential, commercial and industrial uses shall be allowed, subject to a setback of at least seventy-five (75) feet from the natural bank along the rivers and Spring Warrior Creek, subject to all other permitting requirements. Residential density shall be shown on the Future Land Use Map. Beyond seventy-five (75) feet, residential, commercial and industrial use is allowed, subject to all other permitting requirements.

The densities and intensities of use, as well as the permitted uses allowed on the St. Marks National Wildlife Refuge, the Coastal Marsh and Tidal Swamp Conservation Area and the Aucilla Suwannee River Water Management District Conservation Area shall be consistent with the management plans for these areas in fulfillment of their conservation purpose. Residential densities shall not be greater than one unit per 40 acres, as shown on the Future Land Use Map.

Policy V.4.12

Planning Areas within bear range shall be evaluated during the incremental development of regional impact coordinated review comprehensive plan amendment review process to assess the need to incorporate applicable principles from the "Be Bear Aware" program, or similar program of the Florida Fish and Wildlife Conservation Commission, into the development of regional impact coordinated review comprehensive plan amendment Development Order. The development of regional impact coordinated review comprehensive plan amendment review process shall determine if a

specific habitat management plan is required.

OBJECTIVE V.5

The County, in order to protect significant natural resources in a manner which is in conformance with and furthers the North Central Florida Strategic Regional Policy Plan, as amended February 27, 2003 August 23, 2018, hereby adopts the following maps as they apply to the unincorporated areas of the County as part of the Future Land Use Map Series of this Comprehensive Plan; (1) Regionally Significant Natural Resources - Ground Water Resources, dated July 17, 2001 August 23, 2018; (2) Regionally Significant Natural Resources - Natural Systems, dated July 17, 2001 August 23, 2018; (3) Regionally Significant Natural Resources - Planning and Resource Management Areas, dated July 17, 2001 August 23, 2018; (4) Regionally Significant Natural Resources - Planning and Resource Management Areas (Surface Water Improvement Management Water Bodies), dated July 17, 2001 August 23, 2018; and (5) Regionally Significant Natural Areas - Surface Water Resources, dated July 17, 2001 August 23, 2018. The following policies provide direction for the use of these maps in applying the referenced policies of this Comprehensive Plan.

Policy V.5.1

The map entitled Regionally Significant Natural Resources - Ground Water Resources, July 17, 2001 August 23, 2018, included within the Future Land Use Map Series, identifies groundwater resources for the application of the provisions of the high groundwater aquifer protection policy of the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element of this Comprehensive Plan.

Policy V.5.2

The map entitled Regionally Significant Natural Resources - Natural Systems, dated July 17, 2001-August 23, 2018, included within the Future Land Use Map Series, identifies listed species for the application of the provisions the critical wildlife habitat policy of this element.

Policy V.5.3

The maps entitled Regionally Significant Natural Resources - Planning and Resource Management Areas, dated July 17, 2001 August 23, 2018, included within the Future Land Use Map Series, identifies state owned regionally significant lands for application of the provisions of the conservation land use policy of the Future Land Use Element of this Comprehensive Plan.

Policy V.5.4

The maps entitled Regionally Significant Natural Resources - Planning and Resource Management Areas (Surface Water Improvement Management Water Bodies), dated <u>July 17, 2001-August 23, 2018</u>, included within the Future Land Use Map Series, identifies surface water management improvement water bodies for the application of the provisions of the surface water runoff policy of this element.

Policy V.5.5

The map entitled Regionally Significant Natural Areas - Surface Water Resources, dated July 17, 2001 August 23, 2018, included within the Future Land Use Map Series, identifies surface water resources for the application of the provisions of the surface water and riverbank protection policies of this element.

OBJECTIVE V.6

The County shall protect the most sensitive resources within springsheds, including the principal areas of ground water contribution and recharge, sinkholes, depressions and stream to sink features, the area immediately adjacent to the spring and spring run.

Policy V.6.1 The County shall use acquisition funding programs such as the Florida Forever Program, Florida Community Trust, Rural and Family Land Protection Program and others to acquire fee simple or less than fee ownership through conservation easements on land within the delineated springshed that has been identified as critical or sensitive resources. Policy V.6.2 The County shall use other innovative approaches to protect sensitive resources, such as the transfer of development rights, performance zoning, open space zoning, on site density transfer and other techniques to maximize the establishment of open space areas. Policy V.6.3 The County shall encourage the use of setbacks recommended in "Protecting Florida's Springs: An Implementation Guidebook" (2008), published by the Florida Department of Community Affairs Economic Opportunity, to protect springs and groundwater quality. **OBJECTIVE V.7** The County shall define and delineate environmental overlay protection zones to protect the springshed and spring system resources and designate appropriate land uses in these zones. Policy V.7.1 The County shall designate low density and intensity land uses, including conservation lands and recreation areas, on the Future Land Use Plan Map of the Comprehensive Plan in and around critical springshed resources and sensitive springshed areas. Following the preparation and issuance of springshed maps for magnitude one springs by the Florida Geological Society of the Florida Department of Environmental Protection, the County shall adopt a springshed overlay protection zone map that designates critical springshed resources and sensitive springshed areas for magnitude one springs. **OBJECTIVE V.8** The County shall promote water and energy conservation strategies to support the protection of the County's natural resources. Policy V.8.1 The County shall require the use of Florida Friendly Landscaping techniques and native or adapted plants in order to reduce potable water consumption for irrigation for new public buildings and private development of 25 units or more. Policy V.8.2 The County shall promote the use of low impact development techniques approved by the Suwannee River Water Management District in order to protect the water resources of the County. Policy V.8.3 The County shall promote the use of Energy Star or equivalent high-efficiency appliances and fixtures to reduce energy use in public and private buildings. Policy V.8.4 The County shall require compact development within Urban Planning Areas on the Future Land Use Map, consistent with the Vision 2060 Plan. Urban Planning Areas shall include a mixture of residential and non-residential uses, promote pedestrian and bicycle trips, and contain appropriate density and intensity to support future public transit service, in order to conserve energy and reduce greenhouse gas emissions. Policy V.8.5 The County shall continue to promote those land uses that sequester carbon emissions, such as agriculture and timber production, therefore improving the air

quality of the County.

VI

RECREATION AND OPEN SPACE ELEMENT

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VI

RECREATION AND OPEN SPACE ELEMENT

INTRODUCTION

Recreation is the pursuit of leisure time activities in an outdoor or indoor setting. The proper relationship in size, number, type and location of different park and recreation areas is the primary objective for achieving a well balance recreation system. The policies included within this plan element for resource based and user oriented recreational facilities are based upon the information contained within the County's Data and Analysis document.

The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies for resource based and activity based recreation facilities within the County establish guidelines for the proper relationship of size, number, type and location of the different park and recreation needs for the County. The level of service standards established within the policies provide guidelines for determining the acceptable quantities of recreational resources and facilities for the County's population.

Within these level of service standard policies, persons to be served is the population of the County or the actual population demand upon the facility, whichever is greater; access points are any public or privately owned access which is available to the public at large; and the resource and user based facilities which are not listed are considered to be exceeding an appropriate level of service for such activity based upon the limited demand for the activity within the County.

RECREATION AND OPEN SPACE GOAL, OBJECTIVES AND POLICIES

GOAL VI - ENSURE THE PROVISION AND MAINTENANCE OF ADEQUATE RECREATION FACILITIES AND OPEN SPACE FOR CITIZENS AND VISITORS, AND ACCESS TO THESE FACILITIES FOR ALL PERSONS, REGARDLESS OF SPECIAL NEED OR CONDITION.

OBJECTIVE VI.1	The County shall continue to provide vehicular and pedestrian access to County owned activity and resource based recreation facilities, as appropriate.
Policy VI.1.1	The County shall maintain the number of access points to water oriented recreational resources for the County which will meet or exceed the level of service standards contained herein for resource based water related activities.
OBJECTIVE VI.2	The County shall continue to maintain accurate recreation activity/facility inventories so that accurate levels of service can be determined based upon the total public and private recreation resources available to the County.
Policy VI.2.1	The County shall maintain cooperative policies with other units of government, the Florida Department of Environmental Protection, the Water Management District, the School Board and community organizations and local industry and private developments to meet recreation demands.
OBJECTIVE VI.3	The County shall continue to require new subdivisions or re-subdivisions which make major revisions to existing plats to allocate land for parks and recreation facilities, so that the County's adopted level of service standards for recreation facilities and open space are maintained.

Policy VI.3.1

The County hereby establishes the following level of service standards for

resource based recreation facilities.

ACTIVITY LEVEL OF SERVICE STANDARD

Parks with Facilities 5 acres per 5,000 residents

The following criteria will be used as general park design guidelines

Swimming (non pool) 1 access point at a beach, spring, river, lake or pond

for every 25,000 persons to be served.

Fishing (non-boat) 1 access point for every 10,000 persons to be served.

Fishing (boat) 1 boat ramp for every 5,000 persons to be served.

Camping (Recreation 1 acre of campground within a 25 mile radius of the

Vehicle and/or Tent) County boundaries for every 25,000 persons to be

served.

Picnicking 1 picnic table for every 500 persons to be served.

Hiking 1 mile of available hiking trail within a 25 mile

radius of the County boundaries for every 10,000

persons to be served.

Nature Study 7 acres of managed conservation area within 25 mile

of the County boundaries for every 10,000 persons

to be served.

Policy VI.3.2

The County hereby establishes the following level of service standards for user

based recreation facilities.

ACTIVITY LEVEL OF SERVICE STANDARD

Parks with Facilities 5 acres per 5,000 residents

The following criteria will be used as general park design guidelines

Football/Soccer 1 multi-purpose playing field for every 15,000

persons to be served.

Baseball/Softball 1 baseball/softball field for every 6,000 persons to

be served.

Tennis 1 tennis court for every 7,500 persons to be served.

Policy VI.3.3

The County, through the annual capital improvements budgeting process, shall identify priorities and allocate funding to correct or improve existing deficiencies in County-owned parks and recreation facilities in accordance with the level of

service standards contained herein.

OBJECTIVE VI.4 The County shall continue to require open space to be provided for new

development and re-development.

Policy VI.4.1 The County shall continue to include specific standards for the provision of open

space for new development or re-development, which involves a Planned Unit Development, or where residential development abuts commercial or industrial

land uses.

Policy VI.4.2

The County, as part of the procedure for monitoring and evaluation of the Comprehensive Plan, shall recommend as it considers appropriate, the purchase of lands for open spaces by public agencies and subsequent to such land purchase, to support and assist in the management of such lands where management agreements have been negotiated prior to the purchase of the lands.

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Proposed Amendment No. CPA 19-01 Evaluation Amendments August 15, 2019

VII

INTERGOVERNMENTAL COORDINATION ELEMENT

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VII

INTERGOVERNMENTAL COORDINATION ELEMENT

INTRODUCTION

The purpose of this plan element is to establish a goal and planning objectives with corresponding policies for the co- ordination process and procedures with adjacent local governments, regional and state agencies.

The data collected for this plan element identifies the process of intergovernmental coordination. In addition, the corresponding analysis reviews the effectiveness of the intergovernmental coordination instruments which are in force to implement agreements for services between the County and its governmental counterparts. Although the data and corresponding analysis are not part of this plan element, they serve to provide a basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies provide a plan which, as implemented, will provide guidelines for coordination between the County and adjacent local governments and other governmental and service agencies.

INTERGOVERNMENTAL COORDINATION GOAL, OBJECTIVES AND POLICIES

GOAL VII - ESTABLISH PROCESSES AMONG THE VARIOUS GOVERNMENTAL ENTITIES TO ACHIEVE COORDINATION OF COMPREHENSIVE PLANNING, ENSURE COMPATIBLE DEVELOPMENT, PROVIDE ADEQUATE PUBLIC SERVICES AND PROMOTE THE EFFICIENT USE OF AVAILABLE RESOURCES AMONG GOVERNMENTAL ENTITIES.

OBJECTIVE VII.1	The County shall continue to coordinate its comprehensive planning with the
	School Board, adjacent local government comprehensive plans and other units of
	local government providing services but not having regulatory authority over the
	use of the land.

Policy VII.1.1	The County shall establish a procedure, as part of the Comprehensive Plan
	review and amendment process, for all plan amendments to be coordinated with
	adjacent local governments and the School Board and other units of government
	which provide services but do not have regulatory authority over the use of land.

Policy VII.1.2	The County shall use the Regional Planning Council's informal mediation
	process as a first step in resolving conflicts with other units of government.

Policy VII.1.3	The County shall negotiate in good faith to establish interlocal agreements for the
	provision of services across jurisdictional boundaries.

The County shall coordinate its comprehensive planning with the School Board pursuant to the Interlocal Agreement for Public School Facility Planning by reviewing and commenting on the Five-Year Facilities Work Program of the School Board annually; reviewing and commenting on the Educational Plant Survey of the School Board; providing growth and development trend reports to the School Board annually; reviewing and commenting on future school sites for consistency with the Comprehensive Plan; providing notification of
Comprehensive Plan amendments, rezonings, and development proposals to the
School Board; considering co-location and shared use opportunities for
community facilities with the School Board; providing applications for
residential development to the School Board for a determination of whether there
is adequate school capacity to accommodate the proposed residential

Policy VII.1.4

development; and jointly evaluating with the School Board proportionate share mitigation options if school capacity is not available.

OBJECTIVE VII.2

The County shall provide adjacent units of local government, School Board, Water Management District, Regional Planning Council, Florida Department of Environmental Protection, Florida Fish and Wildlife Conservation

Commission, and the Florida Department of Community Affairs Economic

Opportunity the opportunity to comment on Comprehensive Plan amendments.

Exceptions for small scale development amendments shall be made subject to Section 163.3187(1),(c), Florida Statutes.

Policy VII.2.1

The County, as part of the development review process, shall review the relationship of proposed development to the existing comprehensive plans of adjacent local governments.

Policy VII.2.2

The County, as part of the monitoring and evaluation process of the Comprehensive Plan shall review the relationship of the Comprehensive Plan to the existing comprehensive plans of adjacent local governments.

Policy VII.2.3

The County's administrative officer shall freely exchange information, as needed and necessary, to facilitate management of growth by adjacent units of local government within their respective jurisdictions.

Policy VII.2.4

In order to protect the Aucilla River and other estuaries that fall under the jurisdiction of other local governments, the count shall maintain coordination mechanisms with Jefferson and Dixie counties and the <u>Florida</u> Department of <u>Natural Resources</u> <u>Environmental Protection</u>, regarding estuarine pollution, surface water runoff, protection of living marine resources, reduction of exposure to natural hazards and ensuring public access. Coordination mechanism shall include consideration of an informal agreement between all entities that each will notify the other's jurisdictions upon receipt of development proposals along the estuary. Further, all entities should notify each other upon receipt of proposals for plan amendments affection those issues.

OBJECTIVE VII.3

The County shall continue to coordinate the establishment and amendment of level of service standards for public facilities with state and local entities having operational and maintenance responsibility for such facilities prior to the adoption or amendment of such level of service standards.

Policy VII.3.1

The County, as part of the Comprehensive Plan monitoring and evaluation process, shall continue to coordinate proposed amendments of any level of service standards with appropriate agencies, such as the Florida Department of Transportation for state maintained roadways, adjacent local governments and the School Board prior to such amendment.

OBJECTIVE VII.4

The County shall continue to coordinate with the City of Perry to encourage expansion of City utility services into the adjacent unincorporated area.

Policy VII.4.1

Expansion of City utility systems to serve adjacent unincorporated areas shall be encouraged.

Policy VII.4.2

The County shall seek continue to maintain an interlocal agreement with the City of Perry which provide for expansion of the City's water and sewer systems into the County's Urban Development Area, as economically feasible. Particular

emphasis shall be placed on the provision of sewer services to an industrial park at the Perry-Foley airport. In the absence of such an agreement, the County shall review proposed water and sewer system extensions by the City on a case by case basis, including, for example, review of right-of-way needs.

OBJECTIVE VII.5

The County shall continue to coordinate the Comprehensive Plan with the School Board Educational Facilities Plan.

Policy VII.5.1

Until such time as interlocal agreement is adopted by the County and the School Board in accordance with the requirement of Chapter 163, Part II and Chapter 235, Florida Statutes, the following procedure shall be used to ensure intergovernmental coordination with the School Board for the location of educational facilities within the County:

- 1. Upon receipt of a written notice from the School Board informing the County of the acquisition or leasing of property to be used for new public educational facilities, the County shall notify the School Board within 45 days as to the consistency of the site with the Comprehensive Plan; and
- 2. Subsequent to a request by the School Board for a comprehensive plan determination, the County shall determine the consistency, with the Comprehensive Plan, of any proposed educational capital improvement projects.

Policy VII.5.2

Until such time as an interlocal agreement is adopted by the County and the School Board in accordance with the requirements of Chapter 163, Part II and Chapter 235, Florida Statutes, the following procedure shall govern the collaborative planning program and decision making concerning population projections and public school siting between the County and the School Board:

- 1. Upon receipt of the annual report specified in Chapter 235, Florida Statutes, whereby the School Board would notify the County of any additions to the School Board Educational Facilities Plan, the County shall respond to the receipt of said plan in accordance with the Intergovernmental Coordination element of the Comprehensive Plan; and
- The County shall coordinate population estimates and projections with the School Board at a minimum once each year as part of the review of the School Board Educational Facilities Plan.

Policy VII.5.3

In order to address the extension of public facilities to existing or new schools, subject to concurrency, all expansions or new construction of public, charter and private schools shall be subject to site and development plan review and approval.

Policy VII.5.4

In order to coordinate the effective and efficient provision and siting of educational facilities with associated infrastructure and services within the County, representatives of the County and the School Board shall meet consistent with the provisions of the Interlocal Agreement and the Public School Facilities Element.

Policy VII.5.5

The County shall focus on the following coordinating mechanisms when discussing the interlocal agreement, required by Chapter 163, Part II and Chapter 235, Florida Statutes, with the School Board:

- 1. Coordinate the review of the annual update of the Capital
 Improvements Element of the County and the annual educational
 facilities report and School Board Educational Facilities Plan of the
 School Board;
- 2. Coordinate the review and assessment of the associated costs and expenditures of siting and developing schools with needed public infrastructure:
- 3. Coordinate the review of land uses that increase residential density;
- 4. Use a unified data base, including population forecasts (student population), land use and facilities; and
- 5. Use recreational and physical plant facilities in a manner which fosters the coordination of use of the facilities consistent with their multi-function design.

Policy VII.5.1

The County shall coordinate land use and school facility capacity planning in accordance with the land use and school facility planning interlocal agreement entered into by the County, the City and School Board.

OBJECTIVE VII.6

The County shall continue to provide all other units of local government located within the County, the opportunity to comment on the siting of facilities with countywide significance, including locally unwanted land uses.

Policy VII.6.1

The County, as part of the development review process, shall review the relationship of any facilities with countywide significance, including locally unwanted land uses, to the existing comprehensive plans of all other units of local governments located within the County.

OBJECTIVE VII.7

All development shall be located in a manner which does not diminish the level of service of the County's public facilities less than the level of service standard established within the Comprehensive Plan.

Policy VII.7.1

In order to coordinate the effective and efficient provision and siting of high density and high intensity developments within the unincorporated area, the County shall endeavor to coordinate facilities planning with the municipality and the School Board.

OBJECTIVE VII.8

The County shall establish a technical advisory committee to identify and implement joint planning areas, especially for the purpose of annexation, municipal incorporation, and joint infrastructure service areas.

Policy VII.8.1

The technical advisory committee shall be comprised of appropriate County staff representatives. In addition, the County shall also invite staff representatives from the municipality located within the County to participate as members of the technical advisory committee. The technical advisory committee shall be responsible for making recommendation to the appropriate local governing bodies concerning annexation, municipal incorporation, joint infrastructure

service areas and other related joint planning issues. Policy VII.8.2 The County shall use the informal mediation process of the Regional Planning Council to resolve annexation issues with the municipality located within the County. The County shall work with the municipality located within the County to Policy VII.8.3 encourage annexation to meet the criteria for "urban in character" as specified within Chapter 171, Florida Statutes in effect on January 1, 2003 upon adoption of this Comprehensive Plan. The County shall work with the municipality located within the County where an Policy VII.8.4 urban services report is required by Chapter 171, Florida Statutes in effect on January 1, 2003 upon adoption of this Comprehensive Plan for annexation. Such report shall address the fiscal issues related to urban services for residents within the Designated Urban Development Areas as designated on the Future Land Use Plan Map of the Comprehensive Plan that are not yet annexed by the municipality to minimize the time that one jurisdiction is providing services to an area for which it is not receiving revenue. Policy VII.8.5 The County shall coordinate level of service standards with the municipality located within the County for those services provided by the County within the municipality. Policy VII.8.6 The County shall continue to coordinate with the municipality located within the County as well as the Florida Department of Transportation to maintain level of service standards for shared roadways. The County shall coordinate with the municipality located within the County as Policy VII.8.7 well as the Florida Department of Environmental Protection to maintain level of service standards for County recreational facilities within the municipality and state recreational facilities within the unincorporated area of the County. Policy VII.8.8 The County shall coordinate with the municipality located within the County to resolve planning issues within the Designated Urban Development Areas as designated on the Future Land Use Plan Map of the Comprehensive Plan. Policy VII.8.9 The County shall coordinate planning efforts with the municipality located within the County for the provision of centralized potable water, sanitary sewer, drainage improvements and recreation facilities within the Designated Urban

Development Areas as designated on the Future Land Use Plan Map of the

Comprehensive Plan.

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VIII

CAPITAL IMPROVEMENTS ELEMENT

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VIII

CAPITAL IMPROVEMENTS ELEMENT

INTRODUCTION

The following goal, objectives and policies for capital improvement provide strategic planning for the financing and construction of improvements identified as part of the capital improvements Data and Analysis document.

The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

This element is not intended to be a capital improvement program for the County and therefore, considers only those public facilities which are planned for under the requirements of Chapter 163, Florida Statutes, Part II and Rule 9J-5, Florida Administrative Code, as amended.

CAPITAL IMPROVEMENTS GOAL, OBJECTIVES AND POLICIES

GOAL VIII - THE COUNTY SHALL ANNUALLY ADOPT AND IMPLEMENT A CAPITAL IMPROVEMENTS PROGRAM WHICH COORDINATES THE TIMING AND PRIORITIZES THE DELIVERY OF THE NEEDS ADDRESSED WITHIN THE OTHER ELEMENTS OF THIS COMPREHENSIVE PLAN.

OBJECTIVE VIII.1

The County shall continue to provide capital improvements to correct the existing and projected deficiencies as identified within the schedule of improvements and funding of this plan element, by adopting an annual capital improvements budget, which is consistent with the schedule of improvements and funding.

Policy VIII.1.1

The County shall establish the following criteria for the evaluation of proposed capital improvement projects, to be used in conjunction with the annual budgeting process:

Criteria

- 1. The County shall assess the level of service of the public facilities which adopted level of service standards have been established in this Comprehensive Plan, prior to or concurrent with the County's budget process;
- 2. The County shall schedule only those projects which are consistent with the goals, objectives and policies of this Comprehensive Plan and which do not exceed the County's fiscal capacity;
- 3. The County shall identify those existing or projected public facility needs, which occur or are projected to occur, due to deficiencies in the maintenance of adopted levels of service standards;
- 4. Capital improvement projects identified as urgently needed to protect the public health and safety shall be given the highest priority;
- 5. The capital improvements projects related to the maintenance and operation of existing facilities, which due to existing or projected needs,

- do not or are not expected to meet the adopted level of service standard for such facility shall be given the second order of priority;
- 6. The capital improvement projects with the greatest deficiencies based upon the established level of service standards within the Comprehensive Plan shall be given the third order of priority; and
- 7. The capital improvement projects, which due to deficiencies based upon the established level of service standard within the Comprehensive Plan, are needed to provide public facilities to areas which have received development approval prior to the adoption of this Comprehensive Plan shall be given the fourth order of priority.
- Policy VIII.1.2 The County shall coordinate improvements to drainage facilities with the Water Management District before scheduling such improvements when deficiencies, based on established level of service standards, are identified.
- Policy VIII.1.3 The County shall review the effectiveness of the capital improvements planning program through the Procedure for Monitoring and Evaluation of the Capital Improvements Element, provided within this plan element.
- Policy VIII.1.4 The County shall annually assess capacity of existing public facilities to address any existing or projected deficiencies in adopted level of service standards in order to prepare an annual update of the Five-Year Schedule of Improvements that identifies, schedules, and specifies funding for any capital improvement projects needed to maintain adopted level of service standards.
- OBJECTIVE VIII.2 The County shall continue to require that all decisions regarding the issuance of development permits shall be consistent with the established level of service standards adopted for public facilities within this Comprehensive Plan.

The County shall use the following level of service standards in reviewing impacts of new development and redevelopment upon the provision of public

facilities:

Establish the Service Standards as noted below at peak hour for the following roadway segments within the County as defined within the most recent version of the Florida Department of Transportation 2009 Quality/Level of Service

Handbook.

Policy VIII.2.1

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ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
FDOT 17 <u>893</u>	U.S. 19/98 / S.R. 30/55 19/27 A/98 from U.S. 221/S.R. 55 south Perry city limits to Old Foley Road	4D	Florida Intrastate Highway System Emerging Strategic Intermodal System	<u>Arterial</u> Transition	С
FDOT 16 895	U.S. 19/98 / S.R. 30/55 19/27 A/98 from Old Foley Road to C.R. 361 (Beach Road)	4D	Florida Intrastate Highway System Emerging Strategic Intermodal System	<u>Highway</u> Rural	В
FDOT 15 <u>896</u>	U.S. 19/98 / S.R. 30/55 19/27 A/98 from C.R. 361 (Beach Road) to Steinhatchee River (Dixie County)	4D	Florida Intrastate Highway System Emerging Strategic Intermodal System	<u>Highway</u> Rural	В
FDOT 4 897	U.S. 19/27 / S.R. 20/30 from Madison County Line to C.R. 361 Reddick Road north Perry city limits	4D	Florida-Intrastate Highway System Emerging Strategic Intermodal System	<u>Highway</u> Rural	В
FDOT 8 <u>884</u>	U.S. 98 / S.R. 30 from Jefferson County Line to C.R. 588 (Begin Painted Median) Kinsey Road	2U	Principal Arterial	<u>Highway</u> Rural	D
FDOT 9 1038	U.S. 98 / S.R. 30 From C.R. 588 Kinsey Road To Sandra St. (Perry W City Limits)	4U	Principal Arterial	Transition	D
FDOT 14 892	S.R. 51 from U.S. 19/27A/98 / S.R. 55 to Dixie County line	2U	Minor Arterial	<u>Highway</u> Rural	D
FDOT 5	U.S. 27 / S.R. 20 from J. Tom Moore (B of 4 lanes) to Buckeye Nursery Road	4 U	Principal Arterial	Transition	C
FDOT 6 886	U.S. 27 / S.R. 20 from Buckey Nursery Rd. east Perry city limits to Connell Road (C.R. 275)	4U	Principal Arterial	Rural Highway Transition	D
FDOT 7 887	U.S. 27 / S.R. 20 from Connell Road (C.R. 275) to Lafayette County Line	2U	Principal Arterial	<u>Highwav</u> Rural	D
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ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
FDOT 20 <u>888</u>	U.S. 221 / S.R. 55 from C.R. 202 (Will Clark Road) north Perry city limits to C.R. 361	2U	Principal Arterial	<u>Highway</u> Rural	D
FDOT 21 <u>889</u>	U.S. 221 / S.R. 55 from C.R. 361 to C.R. 14 (Aman Road)	2U	Principal Arterial	<u>Highway</u> Rural	D
FDOT 22 890	U.S. 221 / S.R. 55 from C.R. 14 (Aman Road) to Madison County Line	2U	Principal Arterial	<u>Highway</u> Rural	D
FDOT 12 4891	S.R. 51 from C.R. 361 (Beach Road) to Oak Street	2U	Minor Arterial	Community	С
FDOT 13 <u>891</u>	S.R. 51 from Oak Street to U.S. 19/27A/98 / S.R. 55	2U	Minor Arterial	<u>Highway</u> Rural	D
133	C.R. 14 from U.S. 19/27 / S.R. 20 to U.S. 221 / S.R. 55	2U	Major Collector	Rural	D
133A	C.R. 14 from U.S. 221 / S.R. 55 to Madison County Line	2U	Major Collector	Rural	D
132	C.R. 14 from U.S. 98 / S.R. 30 to Econfina Landing	2U	Major Collector	Rural	D
125	C.R. 361 (Johnson Stripling Road) from U.S. 221 / S.R. 55 to Perry North City limits	2U	Major Collector	Rural	D
123	C.R. 361 Pisgah Road from U.S. 19/27 / S.R. 20 to U.S. 221 / S.R. 55	2U	Major Collector	Rural	D
119	C.R. 361 Harrison Blue Road from Slaughter Road to 361B at Planning Area 14	2U	Major Collector	Rural	D
120	C.R. 361 Harrison Blue Road from U.S. 19/27 / S.R. 20 to Slaughter Road	2U	Major Collector	Rural	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
118	C.R. 361B Woods Creek Road From C.R. 361 at Planning Area 14 to C.R. 359 Paul Poppell Rd	2U	Major Collector	Rural	Ď
116	C.R. 356 Woods Creek Road from intersection with C.R. 359 to Perry West City limits	2U	Major Collector	Rural	D
127	C.R. 356 San Pedro Road from Perry East City Limits to Planning Area 11	2U	Minor Collector	Rural	D
128	C.R. 356 San Pedro Road from Planning Area 11 North to U.S. 27 / S.R. 20	2U	Major Collector	Rural	D
104	C.R. 359 Golf Course Road from US 98 / S.R. 30 to Houck Road	2U	Major Collector	Rural	D
103	C.R. 359 Golf Course Road from Houck Road to C.R. 30 A. Holt Rd at PA 16	2U	Major Collector	Rural	D
102	C.R. 359 Golf Course Road from Holt Road at PA 16 to C.R. 361A Puckett Road	2U	Major Collector	Rural	D
105	C.R. Houck Road from C.R. 359 to C.R. 361A Puckett Road	2U	Major Collector	Rural	D
106	C.R. Houck Road from C.R. 361A Puckett Road to U.S. 19/27A/98/SR55	2U	Major Collector	Rural	D
107	C.R. 30A Holt Road from C.R. 359 to C.R. 361A Puckett Road	2U	Major Collector	Rural	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
108	C.R. 30A Carlton Cemetery Road from C.R. 361A Puckett Road to US 19/27A/98/SR55	2U	Major Collector	Rural	D
97	C.R. 356 Hampton Springs Road from U.S. 98 / S.R. 30 to Planning Area 19	2U	Major Collector	Rural	D
96	C.R. 356 Hampton Springs Road from PA 19 North to Courtney Grade Road	2U	Major Collector	Rural	D
95	C.R. 356 Hampton Springs Road from Courtney Grade Road to PA 19 South	2U	Major Collector	Rural	D
92-94	C.R. 356 Hampton Springs Road From Planning Area 19 South to end of C.R. 356	2U	Major Collector	Rural	D
137	C.R. 361A Puckett Road from Perry South City limits to Houck Road	2U	Major Collector	Rural	D
136	C.R. 361A Puckett Road from Houck Road to Holt Road	2U	Major Collector	Rural	D
135	C.R. 361A Puckett Road from Holt Road to Potts Still Road	2U	Major Collector	Rural	D
91	C.R. 361A Puckett Road from Potts Still Road to PA 16	2U	Major Collector	Rural	D
87-90	C.R. 361A Puckett Road from PA 16 to Courtney Grade Road	2U	Major Collector	Rural	D
86	C.R. 361A Spring WarriorRd from Courtney Grade Road to PA 18	2U	Major Collector	Rural	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
83	C.R. 361A Spring Warrior Road from Puckett Road to reconnect with Puckett Road	2U	Major Collector	Rural	D
61	C.R. 361 from U.S. 19/27A/98 / S.R. 55 to Potts Still Road	2U	Major Collector	Rural	D
60	C.R. 361 Beach Road from Potts Still Road to New North South Coastal Road	2U	Major Collector	Rural	D
57-59	C.R. 361 Beach Road from New N/S Coastal Road to Keaton Beach Road	2U	Major Collector	Rural	D
55-56	C.R. 361 Beach Road from Keaton Beach Road to Fish Creek Road	2U	Major Collector	Rural	D
53-54	C.R. 361 Beach Road from Fish Creek Road to Salem Tower Road at PA 2, 3	2U	Major Collector	Rural	D
50-52	C.R. 361 Beach Road from Salem Tower Road (PA 2,3) to Planning Area 1	2Ú	Major Collector	Rural	D
48-49	C.R. 361 Beach Road from Planning Area 1 to S.R. 51	2U	Major Collector	Rural	D
72	New North South Coastal Road from C.R. 361 Beach Road to Planning Area 8	2U	Major Collector	Rural	D
71	New North South Coastal Road from Planning Area 8 to Planning Area 7	2U	Major Collector	Rural	D
70	New North South Coastal Road From B of Planning Area 7 to south end of Planning Area 7	2U	Major Collector	Rural	Ď

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
69	New North South Coastal Road from Planning Area 7 to Planning Area 4, 5, 6	2U	Major Collector	Rural	D
68	New North South Coastal Road from Planning Area 4, 5, 6 to south end of PA 4, 5, 6	2U	Major Collector	Rural	D
67	New North South Coastal Road from Planning Area 4, 5, 6 to Planning Area 2, 3	2U	Major Collector	Rural	D
66	New North South Coastal Road from B of Planning Area 2, 3 to south end of Planning Area 2, 3	2U	Major Collector	Rural	D
62, 64, 65	New North South Coastal Road from Planning Area 2, 3 to S.R. 51	2U	Major Collector	Rural	D
63	New N/S Coastal Road Connector from N/S Coastal Road to CR 361	2U	Major Collector	Rural	D
43A	Salt Road from U.S. 19/27 / S.R. 20 to C.R. 14 Acucilla River Road	2U	Minor Collector	Rural	D
132A	C.R. 14 from Madison county line to S.R. 30 U.S. 98	2U	Minor Collector	Rural	D
121	C.R. 359 Slaughter /Paul Poppell Rd from Hampton Blue Road to C.R. 361B Woods Creek Road	2U	Minor Collector	Rural	D
115	C.R. 359B Osteen Road from 361B Woods Creek Road To Planning Area 15	2U	Minor Collector	Rural	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
114	C.R. 359B Osteen Road from Planning Area 15 To U.S. 98/ S.R. 30	2U	Minor Collector	Rural	D
124	Wright Road from U.S. 19/27 / S.R. 20 to U.S. 221 / S.R. 55	2U	Minor Collector	Rural	D
122	Slaughter Road from C.R. 359 Paul Poppell Road to U.S. 27 S.R. 20	2U	Minor Collector	Rural	D
98-101	Courtney Grade from C.R. 356 Hampton Springs Rd to C.R. 361A Puckett Road	2U	Minor Collector	Rural	D
84-85	Puckett Road from C.R. 361A Spring Warrior Road to reconnect to C.R. 361A	2U	Minor Collector	Rural	D
134	Potts Still Road from C.R. 361A Puckett Road to C.R. 361 Keaton Beach Road	2U	Minor Collector	Rural	D
77	Fish Creek Road from U.S. 19/27A/98 / S.R. 55 to Salem Tower Road	2U	Minor Collector	Rural	D
80-81	Fish Creek Road from Salem Tower Road to New N/S Coastal Road at PA 7	2U	Minor Collector	Rural	D
78-79	Fish Creek Road from New North/South Coastal Rd to C.R. 361 Beach Road	2U	Minor Collector	Rural	D
75-76	Salem Tower Road from Fish Creek Road to New N/S to Coastal Road at PA 2, 3	2U	Minor Collector	Rural	D
73-74	Salem Tower Road from New N/S Coastal Road to C.R. 361 Beach Road	2U	Minor Collector	Rural	D

ROADWAY SEGMENT NUMBER	ROADWAY SEGMENT	NUMBER OF LANES	FUNCTIONAL CLASSIFICATION	AREA TYPE	LEVEL OF SERVICE
109-110	C.R. 30 Old Foley Road from U.S. 19/27A/98 / S.R. 55 to U.S. 27 / S.R. 20	2U	Minor Collector	Rural	D
111	C.R. 356A Red Padgett Road from U.S. 19/27A/98 / S.R. 55 to C.R. 356	2U	Minor Collector	Rural	D
113	C.R. 356 from C.R. 356A Red Padgett Road to U.S. 19/27A/98 / S.R. 55	2U	Minor Collector	Rural	D

D - Divided Highway

U - Undivided Highway

SANITARY SEWER LEVEL OF SERVICE STANDARDS

FACILITY TYPE LEVEL OF SERVICE STANDARD

Private on-site disposal Shall meet or exceed all the requirements set by

Chapter 64E-6, Florida Administrative Code, in effect on January 1, 2003 upon adoption of

this Comprehensive Plan.

New Central Facilities

Residential uses 100-gals./capita/day

Nonresidential uses Minimum service shall be consistent with

Chapter 64E-6, Florida Administrative Code, in effect on January 1, 2003 upon adoption of

this Comprehensive Plan.

SOLID WASTE DISPOSAL LEVEL OF SERVICE STANDARDS

FACILITY TYPE

LEVEL OF SERVICE STANDARD

Solid Waste Landfill

0.78 tons per capita per year

DRAINAGE LEVEL OF SERVICE STANDARDS

For all projects not exempted from Chapter 40B-4 and 62-25, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan. within the County, stormwater management systems must be installed such that the peak rate of post-development runoff will not exceed the peak-rate of predevelopment runoff for storm events up through and including either one of the following design storms.

- 1. A design storm with a 10-year, 24-hour rainfall depth with Natural Resource Conservation Service Type II distribution falling on average antecedent moisture conditions for projects serving exclusively agricultural, forest, conservation, or recreational uses; or
- 2. A design storm with 100-year critical duration rainfall depth for projects serving any land use other than agricultural, silvicultural, conservation, or recreational issues.
- 3. Facilities which directly discharge into an Outstanding Florida Water shall include an additional level of treatment equal to the runoff of the first 1.5 inches of rainfall from the design storm consistent with Chapter 62-25.025(9), Florida Administrative Code, in effect on January 1, 2003 upon adoption of this Comprehensive Plan in order to meet the receiving water quality standards of Chapter 62-302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan. Stormwater discharge facilities shall be designed so as not to lower the receiving water quality below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan.
- 4. All other stormwater management projects shall be required to adhere to the standards for treatment in accordance with Chapter 40-B4, Florida

Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan (rules of the Suwannee River Water Management District) and the Suwannee River Water Management District Environmental Resource Permitting Applicant's Handbook, as effective on January 1, 2003 upon adoption of this Comprehensive Plan. Stormwater discharge facilities shall be designed so as to not lower the receiving water quality or degrade the receiving water body below the minimum conditions necessary to maintain their classifications as established in Chapter 62- 302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan

Any development exempt from Chapter 62-25 or 40B-4, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan, as cited above and which is adjacent to or drains into a surface water, canal, or stream, or which enters a ditch which empties into a sinkhole, shall first allow the runoff to enter a grassed swale or other conveyance designed to percolate 80 percent of the runoff from a three year, one hour design storm within 72 hours after a storm event. In addition, any development exempt from Chapter 62-25 or 40B-4, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan, as cited above, which is directly discharged into an Outstanding Florida Water shall include an additional level of treatment equal to the runoff of the first 1.5 inches of rainfall from the design storm consistent with Chapter 62-25.025(9), Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan, in order to meet the receiving water quality standards of Chapter 62-302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan. Stormwater discharge facilities shall be designed so as not to lower the receiving water quality below the minimum condition necessary to assure the suitability of water for the designated use of its classification as established in Chapter 62-302, Florida Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan.

POTABLE WATER LEVEL OF SERVICE STANDARDS

FACILITY TYPE LEVEL OF SERVICE STANDARD

Private individual water wells Standards as specified in Chapter 62-22, Florida

Administrative Code in effect on January 1, 2003 upon adoption of this Comprehensive Plan

Keaton Beach Community 100 gallon per capita per day

Potable Water System

Steinhatchee Community 100 gallons per capita per day Potable Water System

Taylor Beaches Community 100 gallons per capita per day Potable Water System

Other Community Potable 100 gallons per capita per day Water Systems (Future)

Proposed Amendment No. CPA 19-01 Evaluation Amendments August 15, 2019

RESOURCE BASED RECREATION ACTIVITY/FACILITY

LEVEL OF SERVICE STANDARDS

ACTIVITY LEVEL OF SERVICE STANDARD

Parks with Facilities 5 Acres per 5,000 residents

The following criteria will be used as general park design guidelines

Swimming (non pool) 1 access point at a beach, spring, river, lake or pond

for every 25,000 persons to be served.

Fishing (non-boat) 1 access point for every 10,000 persons to be served.

Fishing (boat) 1 boat ramp for every 5,000 persons to be served.

Camping (Recreation 1 acre of campground within a 25 mile

Vehicle and/or Tent) radius of the County boundaries for every 25,000

persons to be served.

Picnicking 1 picnic table for every 500 persons to be served.

ACTIVITY LEVEL OF SERVICE STANDARD

Hiking 1 mile of available hiking trail within a 25 mile radius of

the County boundaries for every 10,000 persons to be

served.

Nature Study 7 acres of managed conservation area within 25 mile of the

County boundaries for every 10,000 persons to be served.

ACTIVITY BASED RECREATION ACTIVITY/FACILITY

LEVEL OF SERVICE STANDARDS

ACTIVITY LEVEL OF SERVICE STANDARD

Football/Soccer 1 multi-purpose playing field for every 15,000 persons

to be served.

Baseball/Softball 1 baseball/softball field for every 6,000 persons to be

served.

Tennis 1 tennis court for every 7,500 persons to be served.

PUBLIC SCHOOL FACILITIES LEVEL OF SERVICE STANDARDS

ACTIVITY LEVEL OF SERVICE STANDARD

Elementary 100 percent of permanent-program Florida Inventory

of School Houses capacity as adjusted annually by the School Board to account for measurable programmatic

changes.

Elementary/Middle 100 percent of permanent-program Florida Inventory

of School Houses capacity as adjusted annually by the

School Board to account for measurable programmatic

changes.

Middle 100 percent of permanent-program Florida Inventory

of School Houses capacity as adjusted annually by the School Board to account for measurable programmatic

changes.

High School 100 percent of permanent-program Florida Inventory

of School Houses capacity as adjusted annually by the School Board to account for measurable programmatic

changes.

Policy VIII.2.2 The County shall require that public facilities have a capacity which meets or

exceeds the adopted level of service standards concurrent with the impact of

development.

Policy VIII.2.3 The County shall require an amendment to this Comprehensive Plan for the

elimination, deferral or delay of construction of any transportation capital improvement project, which is needed to maintain the adopted level of service standard and which has been listed on the County's Five year Schedule of Capital

Improvements.

OBJECTIVE VIII.3 The County shall require that a subdivider at his or her expense shall grade and

improve streets, install sidewalks, street name signs, street lights, fire hydrants, curbs and gutters, and stormwater facilities and where applicable; and, where community sanitary sewer and/or potable water service is available, install

sanitary sewer and water mains.

Policy VIII.3.1 The County shall require that all proposed subdivisions which include an existing

street which is adjacent to or included within the proposed subdivision shall be

required to improve the street to conform to the County standards.

Policy VIII.3.2 The County's subdivision improvement standards shall apply to all subdivisions.

OBJECTIVE VIII.4 The County shall maintain an annual capital improvements budgeting process to

manage the fiscal resources of the County, including the funding of capital

improvements, identified within the Comprehensive Plan.

Policy VIII.4.1 The County shall incorporate within the County's annual budgeting process, a

capital improvements budget which addresses the needed projects found in the

schedule of improvements and funding of this plan element.

Policy VIII.4.2 The County shall limit the issuance of development permits to areas where the

adopted level of service standards for the provision of public facilities found within the Comprehensive Plan are maintained. This provision also includes areas where development orders were issued prior to the adoption of the

Comprehensive Plan.

Policy VIII.4.3 The County shall apply for federal or state grant funding for projects which

recognize the policies of other elements of this comprehensive plan whenever available and where it has been determined that the County has competitive

standing in any ranking process for determining program award.

Policy VII.4.4 The County shall not issue bonds or participate in other forms of debt financing for public facilities required by this Comprehensive Plan except as specific proposals are considered and adopted by the Board of County Commissioners

during the budgeting process or, separately, on a case by case basis.

OBJECTIVE VIII.5 The County shall limit expenditures for infrastructure which subsidize grow

The County shall limit expenditures for infrastructure which subsidize growth within the coastal high hazard area, as identified within this Comprehensive Plan, to those public facility needs identified within the Coastal Management Element.

Policy VIII.5.1 The County shall limit expenditures for new infrastructure within the coastal high

hazard area to those public facility needs identified in the five year schedule of

improvements within this Comprehensive Plan.

Policy VIII.5.2 The County shall replace or renew public facilities or plants damaged due to

storm surge or flood only where such facilities can meet minimum requirements

for flood proofing.

Policy VIII.5.3 The County shall require that public facilities which are repaired or replaced

within the coastal high hazard area, after being damaged or destroyed from any cause, meet all applicable standards or requirements in effect at the time of repair

or replacement.

IMPLEMENTATION

FIVE YEAR SCHEDULE OF IMPROVEMENTS

The five year schedule of improvements shown in Table VIII-1 is the implementation mechanism of the Capital Improvements Element to stage the timing, location, projected cost and revenue sources for any capital improvement needs identified within the other elements of the Comprehensive Plan. The following schedule documents the economic feasibility of the County's Comprehensive Plan and is based upon the Data and Analysis Report, which although not a part of this plan, provides the foundation for the determination of the economic feasibility of any projects listed.

TABLE VIII-1 FIVE YEAR SCHEDULE OF IMPROVEMENTS

2010 - 2015-2019-2024

PROJECT DESCRIPTION	SCHEDULE	PROJECTED COST	GENERAL LOCATION	REVENUE SOURCE	CONSISTENCY WITH OTHER ELEMENTS
None	N/A	N/A	N/A	N/A	N/A

IMPLEMENTATION

LONG TERM LIST OF IMPROVEMENTS

The long term list of improvements shown in Table VIII-2 represents a list of capital improvements needed to maintain adopted Level of Service standards at the buildout year (2035). In conjunction with the annual update of the Capital Improvements Element, the County shall review this long term list on an annual basis to determine if any projects are required within the short term (5-year) planning horizon. If applicable, the project shall be added to the Table VIII-1: Five Year Schedule of Capital Improvements, including a revenue source.

The following list is based upon the Data and Analysis Report, which although not a part of this plan, provides the foundation for the determination of the economic feasibility of any projects listed.

TABLE VIII-2

LONG TERM LIST OF IMPROVEMENTS

2016 - 2035

TRANSPORTATION FACILITIES (1)

WIDEN EXISTING ROADS

Roadway Segment	From	То		
STATE ROADS – from 2 to 4 lanes:				
1. SR 20/US 19/US 27	CR 275/Connel Rd.	Lafayette Co. Line		
2. SR 30/US 98	CR 588	Sandra St.		
3. SR 51/SR 490	CR 361 (S)	Dixie County Line		
4. SR 51/SR 490	Oak St.	SR 55/US 19/US 27/US 98		
5. SR 51	SR 55/US 19/US 27/US 98	Dixie County Line		
6. SR 55/US 221	CR 202/Will Clark Rd.	CR 361		
STATE ROADS – from 4 to 8 lan				
1. SR 55/US 19/US 98 Steinhatchee River		US 221/SR 55		
COUNTY ROADS – from 2 to 4	lanes			
1. CR 361/Keaton Beach Rd	US 19/98	New N/S Coastal Road		
2. New N/S Coastal Road	SR 51	CR 361 Keaton Beach Rd		
3. CR 359B Osteen Road	US 98 / SR 30	CR 361B/Woods Creek Rd		
4. CR 361A/Spring Warrior	Potts Still Road	CR 359/Golf Course Rd		
5. CR 30A	CR 361A/Puckett Road	US 19/27A		
6. Potts Still Road	CR 361A	CR 361		
7. CR 361/Keaton Beach Rd	Potts Still Road	SR 55/US 19/98		
8. CR 356/Hampton Springs	US 98	Courtney Grade		

PAVE EXISTING ROADS

Roadway Segment	From	То		
1. Potts Still Road (unpaved portion)	CR 361/Beach Rd	Paved Portion		
2. Salem Tower Road	CR 361/Beach Rd	Fish Creek Road		
3. Fish Creek Road	CR 361/Beach Rd	SR 55/ US 19		

ALTERNATIVE CORRIDOR IMPROVEMENTS

1. New N/S Coastal Road Ext.	CR 361/Keaton Beach Rd	CR 361A/Spring Warrior
2. Western Loop Road	CR 361B/Woods Creek Rd	CR 30A/Holt Road
3. Hampton Springs Rd. Ext.	CR 356/Hampton Springs Rd	CR 362/Houck Road
4. CR 356 Connector to US 27	CR 356 (east of SR 30/US 19)	SR 20/US 27

POTABLE WATER AND WASTEWATER FACILITIES

Potable water facilities with the capacity to serve up to 8.2 million gallons per day (MGD), potentially consisting of:

- 1. Two sub-regional facilities in the Coastal District and one sub-regional facility in the Perry Urban District; or
- 2. Expansion of existing systems in the Coastal District and Perry Urban District.

Wastewater facilities with the capacity to serve up to 7.8 million gallons per day (MGD), potentially consisting of:

- 1. Two sub-regional facilities in the Coastal District and one sub-regional facility in the Perry Urban District; or
- 2. Expansion of existing systems in the Coastal District and Perry Urban District.

PUBLIC SCHOOL FACILITIES

- 1. Two Elementary Schools
- 2. Two Middle Schools
- 3. One High School.

PARKS AND RECREATION (2)

- 1. 54 acres of park
- 2. 2 swimming access points
- 3. 5 fishing access points
- 4. 11 fishing boat ramps
- 5. 2 acres of campground

- 6. 108 picnic tables
- 7. 5 miles of hiking trail
- 8. 38 acres of managed conservation area
- 9. 4 multi-purpose playing fields
- 10. 9 baseball/softball fields
- 11. 7 tennis courts

DRAINAGE

All stormwater management facilities for new development will be provided in accordance criteria as established by the Suwannee River Water Management District, Florida Department of Environmental Protection and the County.

SOLID WASTE

- 1. New solid waste disposal facility within the County; or
- 2. Contracted service for privately-owned and operated solid waste facility.

Notes:

- 1. All transportation improvements listed may not be required, as this represents a conservative estimate of maximum potential traffic impacts and is provided for planning purposes. A combination of these (or other) improvements may be required to meet the County's projected level of service and system needs. Specific mitigation requirements will be determined at the time of development order approval
- 2. Available inventory of existing Parks and Recreational facilities is not maintained by the County. Actual facilities to be provided by new development shall be subject to available capacity and evaluated at the time of the development of regional impact coordinated review comprehensive plan amendment application.

PROCEDURE FOR MONITORING AND EVALUATION OF CAPITAL IMPROVEMENTS ELEMENT

The role of monitoring and evaluation of the Capital Improvements Element is important to the effectiveness of the County's planning program. This is due to the fluctuations in the revenues and expenditures of the County due to market and economic conditions.

The revenues and expenditures of the County will be used to predict fiscal trends in order to maintain the County's adopted level of service standards for public facilities and recreation. Therefore, the Capital Improvements Element requires a continuous program for monitoring and evaluation, and pursuant to Chapter 163, Part II, Florida Statutes, this element will be reviewed on an annual basis to ensure that the fiscal resources are available to provide the public facilities needed to support the established level of service standards.

The annual review is the responsibility of the County's Local Planning Agency. County staff as appointed by the Board of County Commissioners will serve as advisory counsel to the Local Planning Agency dealing with all fiscal issues.

The Local Planning Agency shall consider the following points during the annual review to assist in the determination of findings and recommendations to the Board of County Commissioners:

- 1. The review of the criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order of priority;
- 2. The County's effectiveness in maintaining the adopted level of service standards;
- 3. The impacts of service provisions of other local, regional or state agencies upon the County's ability to maintain the adopted level of service standards;
- 4. Efforts by the County to secure grants or private funds, whenever available, to finance the provision of needed capital improvements;
- 5. The consideration of any corrections, updates and modifications concerning costs, and revenue sources;
- 6. The consistency of the Capital Improvements Element with the other elements of the Comprehensive Plan and most particularly it's support of the Future Land Use Element;
- 7. The County's ability to provide public facilities within respective geographic service areas in order to determine any need for boundary modification or adjustment; and
- 8. The appropriateness of including within the 5-Year Schedule of Improvements those identified improvements needed for the latter part of the planning period.

The findings and recommendations of the Local Planning Agency will be transmitted to the County for review at a scheduled public hearing. Subsequent to review of the findings and recommendations of the Local Planning Agency, the Board of County Commissioners shall direct County staff to provide the Local Planning Agency with an updated 5-Year schedule of Improvements and any drafts for amendments to the Capital Improvements Element as deemed necessary by the Board of County Commissioners.

The Local Planning Agency shall consider the annual amendment of the 5-Year Schedule of Improvements at the first scheduled date for consideration of amendments to the County's Comprehensive Plan. All amendments to the Schedule or elements, except for corrections, updates, and modifications concerning costs, revenue sources, acceptance of facilities pursuant to dedications which are consistent with the plan, or the date of construction of any facility enumerated in the capital improvements element, shall be adopted in accordance with Section 163.3187, Florida Statutes, as amended.

CONCURRENCY MANAGEMENT SYSTEM

Section 163.3180(1)(b) Florida Statutes, as amended, requires the adoption of a concurrency management system to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. This concurrency management system is designed to ensure that prior to the issuance of a development order and development permit that the adopted level of service standards required within this Comprehensive Plan for roads, potable water, sanitary sewer, solid waste, drainage, and recreation and open space will be maintained.

The County has adopted policies within this Comprehensive Plan, which establish level of service standards for public facilities. The concurrency management system, in turn, provides a mechanism for the County to ensure the maintenance of the standards concurrent with the impacts of development.

PURPOSE AND OVERVIEW

The County shall require a concurrency review be made with applications for development approvals and a Certificate of Concurrency issued prior to development. If the application is deemed concurrent, a Certificate of Concurrency will be issued by the Land Development Regulation Administrator. If the development requires any other development permit, a copy of the Certificate of Concurrency shall be included with any future application for a development permit. A separate concurrency review shall not be required for each development permit for the same project.

For purposes of this Concurrency Management System, a development order means any order granting, denying, or granting with conditions an application for a development permit. Development permit includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

Concurrency review addresses only the availability of public facilities and capacity of services and a Certificate of Concurrency does not represent overall development approval. If the application for development is not concurrent, the applicant shall be notified that a certificate cannot be issued for the development. The burden of showing compliance with the adopted levels of service and meeting the concurrency test shall be upon the applicant.

The County shall review applications for development and a development approval shall be issued only if the proposed development does not lower the existing level of service of public facilities and services below the adopted level of service in this Comprehensive Plan.

The minimum requirements for concurrency within this management system are as follows:

- 1. For Sanitary Sewer, Solid Waste, Drainage and Potable Water Facilities
 - a. A development order or permit may be issued, subject to the condition that, at the time of issuance of a certificate of occupancy or its functional equivalent, if the necessary facilities and services are in place and available to serve the new development; or
 - b. At the time the development order or permit is issued, the necessary public facilities and services are guaranteed in an enforceable development agreement, pursuant to Section 163. 3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes, to be in place and available to serve new development at the time of the issuance of a certificate of occupancy or its functional equivalent.
- 2. For Parks and Recreation Facilities

The County hereby opts out of state-mandated parks and recreation facilities concurrency requirements.

3. For Transportation Facilities

The County hereby opts out of state-mandated transportation facilities concurrency requirements.

CONCURRENCY DETERMINATION PROCEDURES

A concurrency test shall be made of the following public facilities and services for which level of service standards have been established in this Comprehensive Plan, which are:

- 1. Sanitary sewer;
- Solid waste:
- Drainage; and
- 4. Potable water:
- 5. Transportation

6. Public School Facilities

The concurrency test for facilities and services will be determined by comparing the available capacity of a facility or service to the demand created by the proposed project. Available capacity will be determined by adding together the total excess capacity of existing facilities and the total capacity of any new facilities which meet the previously defined concurrency standards and subtracting any capacity committed through concurrency reservations or previously approved development orders.

- 1. For development orders and permits, the following determination procedures shall apply, as follows:
 - a. If an applicant desires to determine whether there is sufficient capacity to accommodate their proposed project, the Land Development Regulation Administrator shall make an informal non-binding determination of whether there appears to be sufficient capacity in the public facilities and services to satisfy the demands of the proposed project.
 - If there appears to be insufficient capacity, the Land Development Regulation Administrator shall then make a determination of what public facilities or services would be deficient if the proposed project were approved.
 - b. There are certain development approvals that are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. These development approvals are land use amendments to the Comprehensive Plan and rezoning requests. Those development approvals shall receive a non-binding concurrency determination.
 - c. Any concurrency determination, whether requested as part of an application for development approval or without an application for development approval, is a non-binding determination of what public facilities and services are available at the date of inquiry. The issuance of a Certificate of Concurrency Compliance shall be the only binding action, which reserves capacity for public facilities and services.
- 2. For sanitary sewer, solid waste, drainage, and potable water, determination procedures shall apply, as follows:
 - a. The County shall provide level of service information as set forth in the most recent Data and Analysis Report in support of the County's Comprehensive Plan.
 - b. If such level of service information indicates that the proposed project would not result in a level of service failure, the concurrency determination would be that adequate facility

- capacity at acceptable levels of service was available.
- c. If such level of service information indicates that the proposed project would result in a level of service failure, the concurrency determination would be that adequate facility capacity at acceptable levels of service was not available at the date of application or inquiry.
- 3. For Roadways, determination procedures shall apply, as follows.
 - a. The County shall provide level of service information as set forth in the most recent

 Data and Analysis Report in support of the County's Comprehensive Plan. If this
 information indicates a level of service failure, the applicant may either
 - i Accept the level of service information as set forth in the most recent Data and Analysis Report supporting the County's Comprehensive Plan; or
 - ii Prepare a more detailed Highway Capacity Analysis as outlined in the Highway Capacity Manual, 2010; or
 - iv Conduct a traffic impact analysis following the procedures outlined in the Florida

 Department of Transportation, Transportation Impact Handbook, August 12,

 2010.
 - b. If the applicant chooses to perform a more detailed analysis, the applicant shall submit the completed alternative analysis to the Land Development Administrator for review.

 The Land Development Administrator shall review the alternative analysis for accuracy and appropriate application of the methodology.
 - c. If the foregoing alternative methodology indicates an acceptable level of service and is accepted by the Land Development Regulation Administrator, the alternative methodology shall be used in place of the most recent data and analysis to support the County's Comprehensive Plan.
- 4. For Public School Facilities the following determination procedures shall apply:
 - a. The School Board staff will review and determine school capacity of each school type.
 - b. Development applications must include the number and type of units, and projection of students by type of school based on the student generation rates established by the School Board.
 - The County will transmit completed applications for residential development to the
 School Board for a determination of whether there is adequate school capacity to
 accommodate the proposed residential development, based on the adopted Level of Service standards.
 - d. Within forty-five (45) days from the date of the initial transmittal, consistent with the development review process and schedule of the County, the School Board staff will review the completed application and report in writing to the County whether adequate school capacity exists for each level of school.

- e. If the School Board determines that adequate capacity does not exist but that mitigation may be an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period.
- f. The County will issue a School Concurrency Determination only upon:
 - 1. The School Board's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval for each school type without mitigation; or
 - 2. The execution of a legally binding mitigation agreement between the applicant,
 School Board and County. This agreement shall be supported by a bond, deposit of
 funds or other acceptable financial means to assure performance of the
 proportionate share mitigation agreed to by the developer.
- g. If the School Board determines that adequate capacity will not be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval and mitigation is not an acceptable alternative, the County and the City will not issue a School Concurrency Determination and will deny the residential development order or defer action until such time as the School Board reports that capacity is available or acceptable mitigation agreement is approved by the School Board and the County.

CERTIFICATE OF CONCURRENCY COMPLIANCE

A Certificate of Concurrency Compliance shall only be issued upon final development approval. The Certificate of Concurrency Compliance shall remain in effect for the same period of time as the development order or permit granting final development approval.

If the development approval does not have an expiration date, the Certificate of Concurrency Compliance shall be valid for 12 months from the date of issuance.

Unless development commences on or before the expiration date of the Certificate of Concurrency Compliance, the reserved capacity is forfeited by the applicant.

In such cases where there are competing applications for public facility capacity, the order of priority shall apply, as follows:

- 1. Issuance of a building permit based upon previously approved development orders permitting redevelopment;
- 2. Issuance of a building permit based upon previously approved development orders permitting new development;
- 3. Issuance of new development permits permitting redevelopment;
- 4. Issuance of new development permits permitting new development.

In conclusion, the following conditions apply to the County's concurrency management system:

- 1. Amendments to the Comprehensive Plan can be made <u>as often as necessary</u> twice each year and as otherwise permitted as small scale developments. In addition, changes can be made to the Capital Improvements Element by ordinance if the changes are limited to the technical matters listed in Chapter 163, Part II, Florida Statutes.
- 2. No development order or development permit shall be issued which would require the Board of County Commissioners to delay or suspend construction of any of the capital improvements on the 5-Year schedule of the Capital Improvements Element.
- 3. If by issuance of a development order or development permit a substitution of a comparable project on the 5-Year schedule is proposed, the applicant may request the County to consider an amendment to the 5-Year schedule in one of the twice annual amendment reviews.
- 4. The result of any development not meeting adopted level of service standards for public facilities shall be cessation of the affected development or the reduction of the standard for level of service (which requires an amendment to the Comprehensive Plan).

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IX

COASTAL MANAGEMENT ELEMENT

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IX

COASTAL MANAGEMENT ELEMENT

INTRODUCTION

The Coastal Management Element does not stand alone as the only portion of the Comprehensive Plan relating to coastal areas. Provisions of other plan elements of this Comprehensive Plan also provide guidance concerning the management of the Coastal Management Area.

Where the provisions of this plan element exceed the provisions of other plan elements of this Comprehensive Plan, the provisions of this plan element shall prevail as they apply to development in the Coastal Management Area.

For example, the objectives and policies for future land uses permitted within the Coastal Management Area are included within the Future Land Use Element and depicted on the Future Land Use Plan map. This feature is also true of level of service standards for public facilities, which is found within the Traffic Circulation Element, the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element, and the Recreation and Open Space Element of this Comprehensive Plan.

The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies guide the appropriate use of the Coastal Management Area, as well as provide for guidance for the protection of human life and real and personal property in the case of a natural disaster.

GOAL, OBJECTIVES AND POLICIES FOR COASTAL MANAGEMENT

GOAL IX - PROTECT, CONSERVE OR ENHANCE COASTAL RESOURCES, REDUCE VULNERABILITY OF COASTAL DEVELOPMENT AND PUBLIC FACILITIES TO NATURAL HAZARDS AND ENSURE PUBLIC ACCESS TO THE SHORELINE.

OBJECTIVE IX.1

The County shall assist in the protection, conservation or enhancement of the County's coastal wetlands, living marine resources and wildlife habitats.

Policy IX.1.1

The County shall prohibit the installation of septic tanks:

- 1. In locations with unsuitable soils,
- 2. Within wetland areas or,
- 3. Within areas where the impacts of the location of septic tanks will diminish water quality, wildlife habitats or living marine resources.

Septic tank installations existing on October 1, 1990 shall be allowed to continue in operation, with reference to nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan, and permits for replacement, maintenance or repair shall be issued subject to applicable regulations at the time the permit is issued. All septic tank permits shall be issued by the County Health Officer subject to applicable regulatory authority.

Policy IX.1.2

The County shall provide safeguards which assist in the protection of estuaries which are located both within the jurisdiction of the County and adjacent local governments through a coordinated review and comment process of development or redevelopment proposals to ensure restoration or enhancement of disturbed or

degraded natural resources, including estuaries, wetlands and drainage systems, subject to the provisions of the nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan.

Policy IX.1.3

The County shall comply with appropriate provisions of any existing or future resource planning and management plans, aquatic preserve management plans and estuarine sanctuary plans or any future resource planning and management plans adopted by agencies of the State of Florida, acting within their jurisdictional authority.

Policy IX.1.4

The County shall limit dwelling unit density to one unit per five acres in rural areas within the Coastal High Hazard Area

OBJECTIVE IX.2

The County shall provide development standards which shall assist in the maintenance or improvement of the environmental quality of the Big Bend Seagrasses Aquatic Preserve and its associated estuaries

Policy IX.2.1

The County shall cooperate with state and federal agencies in their administration of programs to restore and enhance any disturbed or degraded estuaries, wetlands and drainage systems except existing developments, drainage systems, structures, etc., will not be required to be changed, except in cases where clear lawful jurisdictional authority exists or eminent domain proceedings are implemented in accordance with law.

Policy IX.2.2

The County as part of the development review process shall require new development and redevelopment which may cause disruptions or degradations to wetlands or the aquatic preserve to include mitigating

OBJECTIVE IX.3

The County shall continue to enforce provisions whereby water dependent uses receive priority consideration for shoreline location over other shoreline uses.

Policy IX.3.1

The County shall continue to maintain the following priority in the development of standards for the location of water dependent uses along the shoreline as follows:

- 1. Public use marinas;
- 2. Other water oriented recreation;
- 3. Commercial fishing;
- 4. Water related uses;
- 5. Water dependent industries or utilities; and
- 6. All other permitted uses.

Policy IX.3.2

The County shall maintain standards for the permitting of marinas or other water dependent uses which address at a minimum;

- 1. Land use compatibility;
- 2. Availability of upland support services;
- 3. Existing protective status or ownership;
- 4. Hurricane contingency planning;

- 5. Protection of water quality;
- 6. Water depth;
- 7. Environmental disruptions;
- 8. Mitigation actions;
- 9. Availability for public use; and
- 10. Economic need and feasibility.

OBJECTIVE IX.4 Protection of Beaches and Dunes.

Not applicable

OBJECTIVE IX.5

The County, through the Procedure for Monitoring and Evaluation of the Capital Improvements Element, shall limit expenditures that subsidize development within coastal high-hazard areas to the restoration or enhancement of natural resources, the construction and maintenance of roads necessary for public access, and the provision of public park facilities, including those which provide public access to the shoreline, subject to the provisions of the nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan..

Policy IX.5.1

The County's coastal high hazard area shall be the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes computerized storm surge model.

Policy IX.5.2

The County shall limit development which is vulnerable to natural hazards such as storm surge and high winds within coastal high hazard areas, subject to the provisions of the nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan.

Policy IX.5.3

The County, as part of the development review process, shall require the location of public facilities, except roads and parks required for public access, away from coastal high-hazard areas where such public facilities have the potential for being damaged during a storm. Public facilities, which are owned and operated by local government or a governmental authority and such facility serves areas where private sanitary facilities are not adequate to protect surface and ground water quality, shall be permitted to be located within coastal high-hazard areas.

OBJECTIVE IX.6

The County shall maintain the residential land use densities provided within this element of the Comprehensive Plan to assist in the limitation of undue population concentration in coastal high-hazard areas as defined in the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element of this Comprehensive Plan.

Policy IX.6.1

The County shall regulate building construction, reconstruction and alteration in conformance with Chapter 161, Florida Statutes, as amended in effect on January 1, 2003.

Policy IX.6.2

The County shall participate in the National Flood Insurance Program and regulate development and installation of utilities in flood hazard areas in conformance with the program's requirements for minimizing damage caused by flooding and storm surge.

Policy IX.6.3 The County shall comply with appropriate provisions of the hazard mitigation annex of the County's peacetime emergency plan and applicable existing interagency hazard mitigation reports. The County shall limit residential development and resident populations within Policy IX.6.4 coastal high hazard areas to locations and numbers which can be safely evacuated during hurricane hazard periods. The County shall limit dwelling unit density to four units per acre in designated Policy IX 6.5 urban development areas which are served by community or public water systems and to 12 units per acre when served by community or public water and sanitary sewer systems within the Coastal High Hazard Areas. The County shall maintain hurricane evacuation times of 9 hours for a category 1 **OBJECTIVE IX.7** storm and 22 hours for a category 5 storm for the residents of the Coastal Management Area Policy IX.7.1 The County shall coordinate the procedures for notifying the public within the Coastal Management Area of potential dangers and appropriate preparatory measures for hurricanes or other potential natural disasters, including the location of evacuation routes. The applicable regional and local evacuation plans shall be coordinated. The County shall continue plan for post-disaster redevelopment which reduces or **OBJECTIVE IX.8** eliminates the exposure of human life and public and private property to natural hazards subject to the provisions of the nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan. The County Peacetime Emergency Plan shall address immediate repair and Policy IX.8.1 cleanup actions needed to protect the public health and safety, including repairs to potable water, wastewater and electrical power facilities; removal of debris, stabilization or removal of structures about to collapse; and expediting the approval of issuing of permits for minimal repairs to make dwellings habitable before commencing with or permitting long-term repair and redevelopment activities. Policy IX.8.2 The County shall remove, relocate or structurally modify damaged public facilities, as appropriate, in light of factors such as cost to construct, cost to construct or maintain, recurring damage, impacts on land use, impacts on the environment and public safety need. The County shall require the removal, relocation or structural modification of Policy IX.8.3 unsafe structures, as appropriate, if rebuilt, require structures which have suffered damage to an extent of more than 50 percent of their replacement value at the time of such damage to be rebuilt in conformance with current building requirements. Policy IX.8.4 The County shall limit redevelopment in areas of repeated damage by requiring

structures which suffer repeated damage to rebuild landward of their current location or to modify the structure to delete the areas most prone to damage.

Policy IX.8.5 The County, as part of the monitoring and evaluation process of the Comprehensive Plan, shall identify areas needing redevelopment, including elimination of unsafe conditions and inappropriate uses as opportunities arise. **OBJECTIVE IX.9** The County shall continue to require the maintenance of public access to the shoreline which is consistent with estimated public, within the land development regulations Policy IX.9.1 The County shall maintain development standards to maintain continued physical public access to shorelines. Policy IX.9.2 The County shall adopt standards for physical public access to shorelines, which are in conformance with the Coastal Zone Protection Act of 1985 and amendments thereof. Policy IX.9.3. The County shall require new development to provide for public access to the shoreline. **OBJECTIVE IX.10** The County shall continue to implement provisions for the protection, preservation or sensitive reuse of historic resources within the Coastal Management Area. Policy IX.10.1 The County shall maintain an inventory of known and identified historic sites to facilitate the application of standards specified within the land development regulations for maintenance of their character in the voluntary development or sensitive reuse of historic structures. **OBJECTIVE IX.11** The County shall continue to require the maintenance of applicable level of service standards for service areas and phasing of public facilities as established within the Traffic Circulation Element, Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element, the Recreation and Open Space Element and the Capital Improvements Element of this Comprehensive Plan Policy IX.11.1 The County capital improvements budgeting process shall only schedule public facilities improvements which, when constructed, will be capable of serving development or redevelopment at the densities permitted by this element of the Comprehensive Plan, consistent with coastal resource protection and safe evacuation. **OBJECTIVE IX.12** In order to protect the quality and quantity of waters that flow into estuarine and oceanic waters, the County shall maintain the following regulatory and management techniques: coordination mechanisms to improve water quality, and, adoption of land development regulations for: location of septic tanks in riverine floodplains; stormwater management requirements for urban and agricultural land uses; dredge and fill activities within wetlands and water bodies; and other design standards which will maintain ambient water quality standards of the Florida Department of Environmental Regulation Protection Big Bend Seagrasses Aquatic Preserve designation. Policy IX.12.1 The County shall regulate new point sources into rivers which enter the estuary

in accordance with Florida Department of Environmental Protection water quality standards. "Point Sources" should be interpreted as defined in Chapter 9J-5.003(63) 62-306.200(11), Florida Administrative Code, "Point Source"

Pollution" in-effect on January 1, 2003 upon adoption of this Comprehensive Plan.

Policy IX.12.2

The County shall require all land uses which generate or handle hazardous wastes to provide for proper disposal and storage, and provide a spill cleanup plan, in accordance with Florida Department of Environmental Protection hazardous waste management regulations.

Policy IX.12.3

The County shall regulate structures or fill which would restrict circulation of estuarine waters in accordance with the applicable rules and regulations of the Florida Department of Environmental Protection and other State agencies having jurisdiction.

Policy IX.12.4

The County shall require all future land use in the coastal area to be evaluated for consistency with the Florida Department of Environmental Protection management plans for the Big Bend Seagrasses designation.

Policy IX.12.5

The County shall require minimum buffers, as defined in Policies the Conservation element of this Comprehensive Plan, for all development from rivers and the estuary with the following limitations:

- 1. Clearing of native vegetation shall be limited to up to 25 percent of the buffer.
- 2. Clearing may only be allowed for purposes of providing physical or visual access.
- 3. Clearcutting shall be prohibited within the buffer area.

Buffers adjacent to agricultural and silvicultural uses shall be regulated by the Conservation element of this Comprehensive Plan, and other policies which address these uses.

Policy IX 12.6

The County shall require all new development directly adjacent to the estuary to provide stormwater management, subject to standards set forth in the Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge element of this Comprehensive Plan.

Policy IX 12.7

The County shall encourage the maintenance and/or improvement in the quality of the surface and ground waters to continue to meet their Florida Department of Environmental Protection designations.

Policy IX 12.8

The County shall require all silvicultural and agricultural activities to be subject to Best Management Practices, including the Florida Department of Agriculture and Consumer Services, 2000, Division of Forestry's Management Guidelines for Forested Wetlands in Florida, and the Rules of the Suwannee River Water Management District (audited biennially by the Florida Department of Agriculture and Consumer Services, Division of Forestry, with continuous monitoring by the Water Management District).

Policy IX 12.9

Through various existing and future federal, state, and/or local regulatory and voluntary programs, water quality and quantity in the County will continually be monitored and assessed. These programs include, but are not limited to the following:

- 1. Review of water quality for state water bodies through ongoing Triennial Florida Department of Environmental Protection Process.
- 2. Periodic permitting reviews for industrial developments which may impact state water bodies Environmental Protection Agency and Water Management District permitting.
- 3. Participation in the Florida Department of Environmental Protection Coastal Protection Programs.
- 4. Permitting stormwater runoff systems in accordance with Florida Department of Environmental Protection requirements
- 5. The Clean Water Act: Industry, development, agriculture, silviculture and other activities will adhere to the Clean Water Act, which governs national water quality.
- 6. Participation in Water Management District Programs such as Surface Waters Improvement and Management, Save Our Rivers, Special Studies, etc. will be encouraged.
- 7. Maintenance of existing and future monitoring of streams and groundwater in the County will be maintained and encouraged.
- 8. Extension of drinking water lines, where feasible, will be encouraged.
- 9. Encourage participation in Environmental Protection Agency programs such as the Gulf of Mexico Program.

Policy IX 12.10

To ensure protection of the Big Bend Seagrasses Aquatic Preserve from future land use activities, the County shall coordinate with Florida Department of Environmental Protection in development and implementation of programs to maintain and improve water quality of the Big Bend Seagrasses Aquatic Preserve and any degraded rivers and contaminated aquifers.

Policy IX.12.11

The County shall cooperate and support the Suwannee River Water Management District programs which increase protection of rivers and water bodies which empty into the estuary, including the Save Our Rivers Program.

Policy IX.12.12

The County shall develop coordination mechanisms (informal interlocal agreements) with adjacent counties to ensure a coordinated approach in implementation of any Florida Department of Environmental Protection or other agency programs for the protection of the Big Bend Seagrasses Aquatic Preserve and its associated estuaries.

OBJECTIVE IX.13

Reduce Flood Loss and Flood Insurance Claims. The County shall identify site development techniques and best practices to help reduce losses due to flooding and claims made under flood insurance policies.

Policy IX.13.1

Site development techniques and best practices that may be used to reduce the losses due to flooding and claims made under flood insurance policies issued in Florida, shall include, but not be limited to, such requirements as additional shoreline hardening, elevated grade surface, elevated structures, floodable development, buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Policy IX.13.2 The siting, design and construction of structures in coastal areas subject to the risk of high-tide events, storm surges, flash floods, stormwater runoff

and sea level rise shall be consistent with regulations contained in the 6th Edition of the Florida Building Code, as amended, and the County's Flood

Damage Prevention Regulations, as amended.

Policy IX.13.3 The County shall continue to upgrade its stormwater infrastructure through

drainage improvements, installation of tidal backflow preventers, and seawall repair in addition to sustainable flood management actions such as installation of bioswales, use of pervious pavement and maintenance of

natural preserves areas.

require development to be consistent with flood-resistant construction

requirements.

Policy IX.14.1 Any development or redevelopment shall be consistent with, or more

stringent than, the flood-resistant construction requirements in the 6th Edition of the Florida Building Code, as amended, and applicable flood plain management regulations set forth in 44 Code of Federal Regulations

Part 60.

Policy IX.14.2 The County shall participate in the National Flood Insurance Program

Community Rating System to achieve flood insurance premium discounts

for its residents.

OBJECTIVE IX.15 Best Practices Development and Redevelopment Principles, Strategies and

Engineering Solutions. The County shall encourage the use of best practices development and redevelopment principles, strategies and engineering

solutions.

Policy IX.15.1 The County shall encourage the use of best practices development and

redevelopment principles, strategies and engineering solutions that will result in the removal of coastal real property from flood zone designations established by Federal Emergency Management Agency. For purposes of this policy, real property is defined as land and structures affixed to the

land.

Policy IX.15.2 The County shall continue to use the Future Land Use Map and best

available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration, as the basis for development and redevelopment in areas of the County that are at high risk for high-tide events, storm surges, flash floods, stormwater runoff and sea level rise.

Policy IX.15.3 Redevelopment of existing dwelling units located in the Coastal High Hazard

area is prohibited unless an engineering study supports that the

redevelopment can occur in a safe manner when considering building

construction, design, siting and future storm events.

Policy IX.15.4 The County shall consider, whenever feasible, purchasing properties in

areas most vulnerable to destructive storm surges for recreation uses and

open space.

Policy IX.15.5

The County will adopt land development regulations that include development and redevelopment principles, strategies and engineering solutions that reduce the flood risk in coastal areas which result from high-tide events, storm surge, flash flood, stormwater runoff and the related impacts of existing hazards, including sea-level rise, which shall include, but not be limited to, requirements such as additional shoreline hardening, elevated grade surface, elevated structures, floodable development, buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

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PUBLIC SCHOOL FACILITIES ELEMENT

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PUBLIC SCHOOL FACILITIES ELEMENT

INTRODUCTION

The School Facilities Element designates evaluation standards and methodologies for determining proportionate share mitigation for school capacity and future land development in the County. The purpose of this School Facilities Element is to ensure that a public school concurrency system is based upon consistent goals, objectives and policies using appropriate and relevant best available data in compliance with the requirements of Section 163.3177(12) 163.3177(6)(a)7, 163.31777 and 163.3180 (6), Florida Statutes. In accordance with this requirement, a uniform system of level of service standards, implementation requirements and proportionate share mitigation are established in this Public School Facilities Element. The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this Public School Facilities Element of the Comprehensive Plan.

The following goals and objectives provide for correction of existing deficiencies, ensure adequate school capacity for the five-year and long term planning periods, coordinate school location with residential development, ensure necessary supporting infrastructure, include options for proportionate-share mitigation and provide procedures for school site selection. An interlocal agreement between the County and the School Board allows for both the private and public sectors to feasibly plan for the logical provision of needed school facilities and services to the students of the County.

The following policies list the level of service standards for the County in conjunction with the Five-Year Schedule of Capital Improvements of the Capital Improvements Element of this Comprehensive Plan. A concurrency service area is established on a district wide basis along with service requirements. School capacity is determined by using the Florida Inventory of School Houses Capacity and is incorporated into considerations of future site development and school design. A process to implement school concurrency by providing capacity determination, availability standards, applicability standards, and proportionate-share mitigation outlines the procedures for evaluating the mitigation process concerning the effect that proposed developments may have on school capacity.

PUBLIC SCHOOL FACILITIES GOALS, OBJECTIVES AND POLICIES

GOAL X.1 - IT IS THE GOAL OF THE COUNTY TO PROVIDE FOR THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES IN A MANNER CONSISTENT WITH ADOPTED LEVEL OF SERVICE STANDARDS. THIS GOAL SHALL BE ACCOMPLISHED IN ORDER TO PROVIDE ADEQUATE SCHOOL FACILITY CAPACITY, AS DETERMINED BY THE LEVEL OF SERVICE, ON A COUNTY-WIDE BASIS. THE IMPLEMENTATION OF SCHOOL CONCURRENCY WILL BE ACCOMPLISHED BY ADHERING TO AND RECOGNIZING THE COUNTY'S AUTHORITY IN LAND-USE DECISIONS, WHICH INCLUDE THE AUTHORITY TO APPROVE OR DENY COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, OR OTHER DEVELOPMENT ORDERS THAT GENERATE STUDENTS AND IMPACT THE SCHOOL SYSTEM; AND THE SCHOOL BOARD'S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE ADEQUATE PUBLIC SCHOOLS.

OBJECTIVE X.1

Establish level of service standards in order to ensure that there is sufficient school capacity to support student growth for each year of the five-year planning period and for the long term planning horizon.

Policy X.1.1

The level of service is defined as school enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses. The level of service standard is the maximum level of school utilization that will be permitted in the School District. The level of service is established for schools in the County, as follows:

- 1. Elementary: 100 percent of permanent program Florida Inventory of School Houses capacity as adjusted annually by the School Board to account for measurable programmatic changes;
- 2. Elementary/Middle: 100 percent of <u>permanent-program</u> Florida Inventory of School Houses capacity as adjusted annually by the School Board to account for measurable programmatic changes;
- Middle: 100 percent of <u>permanent program</u> Florida Inventory of School Houses capacity as adjusted annually by the School Board to account for measurable programmatic changes;
- High: 100 percent of permanent-program Florida Inventory of School
 Houses capacity as adjusted annually by the School Board to account for
 measurable programmatic changes.

Policy X.1.2

The adopted level of service standards shall become applicable commensurate with the adoption of this element of the Comprehensive Plan.

Policy X.1.3

Individual schools should generally not operate in excess of the established level of service. Moreover, the issuance of final development orders for subdivision plats or site plans shall be strictly conditioned upon the availability of school capacity and the maintenance of the adopted level of service on a district wide basis.

Policy X.1.4

The level of service standards will be used to determine whether sufficient school capacity exists to accommodate future development projects, and evaluate the sufficiency of the Five-Year Schedule of Capital Improvements of the Capital Improvements Element. The Five-Year Schedule of Capital Improvements of the Capital Improvements Element shall be reviewed, updated and adopted annually thus ensuring that projects necessary to address existing deficiencies, and to meet future needs based upon the adopted level of service standards, are scheduled accordingly.

Policy X.1.5

An annual Comprehensive Plan amendment shall include the addition of a new fifth year to the Five-Year Schedule of Capital Improvements of the Capital Improvements Element based upon the School District's financially feasible public schools facilities capital program and five-year facilities work plan. The School District shall provide to the County an updated five-year district facilities work plan no later than October 1 of each year and the County shall adopt the level of service capacity projects listed in the updated five-year district facilities work plan into the Capital Improvements Element no later than December 1 of each year. The annual plan amendment shall ensure the Five-Year Schedule of Capital Improvements of the Capital Improvements Element continues to be financially feasible and the level of service standards continue to be achieved and maintained.

Policy X.1.6

The County shall review the Public School Facilities Element annually for potential amendments. Any potential amendments to the adopted level of service standards

shall be considered annually, but no later than the second amendment cycle. The Initiating Party shall provide a memorandum to all involved parties—the School Board, County, and Municipalities—that includes a description of the proposed amendment, a statement concerning the impact of the proposed amendment on the Comprehensive Plan, and supporting data and analysis that demonstrates that the amendment is financially feasible and can be achieved and maintained over the five years of the School District's financially feasible public school facilities capital program. If there is consensus among all parties to amend the Public School Facilities Element, it shall be accomplished through an amendment to the Interlocal Agreement for Public School Facility Planning and the adoption of amendments to the Comprehensive Plan. The amendment shall not be effective until the amended Interlocal Agreement for Public School Facility Planning is fully executed by all parties and Comprehensive Plan amendments are adopted and found compliant.

OBJECTIVE X.2

Establish the school concurrency service area as the entire school district within which a determination can be made as to whether there is adequate school capacity available based on the adopted level of service standards. The concurrency service area shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, the effect of court-approved desegregation plans, achieving social economic, racial and cultural diversity objectives, and other relevant factors as determined by the School Board's policy on maximization of capacity. Other considerations for amending concurrency service areas may include safe access (including factors such as the presence of sidewalks, bicycle paths, turn lanes and signalization, and general walkability), diversity and geographic or manmade constraints to travel. The types of adjustments to school operations that will be considered shall be determined by the School Board's policies on maximization of capacity.

Policy X.2.1

The County shall demonstrate that adopted level of service standards will be achieved and maintained on a district wide basis within the period covered by the Five-Year Schedule of Capital Facilities Improvements and that the utilization of school capacity is maximized to the greatest extent possible, taking into account transportation costs and other relevant factors.

OBJECTIVE X.3

Ensure that Comprehensive Plan amendments and other land use decisions are concurrently evaluated with school capacity availability within the concurrency service area.

Policy X.3.1

The County shall rely upon School Board findings and comments on the availability of school capacity when considering the decision to approve Comprehensive Plan amendments and other land use decisions as provided for in Section 163.3177 (6)(a), Florida Statutes.

Policy X.3.2

The County shall identify methods to direct development to areas with adequate school capacity or where school sites adequate to serve potential growth have been donated to or set aside for purchase by the School Board in written agreements approved by the School Board.

Policy X.3.3

In any instance where capacity will not be available to serve students to be generated by a development seeking approval and proportionate share mitigation is not an option, the school capacity deficiency will result in the denial of the proposal.

Policy X.3.4

The School Board shall review potential new development student generation impacts and available school capacity. Where capacity will not be available to serve students generated by a proposed development and proportionate share mitigation is not an option, the School Board shall not issue a favorable concurrency determination. The County shall use lack of school capacity demonstrated by an unfavorable concurrency determination as a reason for denial.

OBJECTIVE X.4

Ensure that the planning and construction of educational facilities are coordinated so that the timing is appropriate and the selected location is compatible with the surrounding area, concurrent with necessary service and infrastructure, and consistent with the Comprehensive Plan.

Policy X.4.1

The County and School Board will jointly determine the need for and timing of onsite and off-site improvements (including water, sanitary sewer, roads and drainage) necessary to support each new school or the proposed renovation, expansion or closure of an existing school as provided for in the Interlocal Agreement for Public School Facilities Planning and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements. The County shall coordinate with the School Board so that proposed public school facility sites are consistent with the applicable land use designations and policies of the Comprehensive Plan, as well as the land development regulations of the applicable zoning districts. Pursuant to Section 1013.193, Florida Statutes, the County will consider each public school facility site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. In addition, road capacity and traffic concerns will also be evaluated. The County will also continue to pursue the development of mutually acceptable guidelines for the selection of future school sites including, but not limited to:

- Acquisition of school sites which allow for future expansions to accommodate future enrollment and other facility needs deemed beneficial for joint-uses, as identified by the School Board and the County;
- 2. Coordination of the location, phasing, and development of future school sites to ensure that site development occurs in conjunction with the provision of required infrastructure to serve the school facility; and
- 3. Preferences for residential, urban areas with allowances for rural sites as deemed necessary and appropriate under certain circumstances.

Policy X.4.2

The County shall coordinate with the School District to evaluate and locate potential sites where the co-location of public facilities, such as parks, libraries and community centers, with schools can be selected and developed by the County and the School Board.

OBJECTIVE X.5

Enhance community design through effective school facility design and siting standards. Encourage the siting of school facilities so that they are compatible with the surrounding land use.

Policy X.5.1

The County shall implement and maintain mechanisms designed to closely coordinate with the School Board long-range school facilities planning with the Future Land Use Map of the Comprehensive Plan and public school facilities programs, such as:

- Greater efficiency for the School Board and the County by the placement of schools to take advantage of existing and planned roads, water, sewer, parks and drainage systems;
- 2. Improved student access and safety by coordinating the construction of new and expanded schools with road and sidewalk construction programs;
- 3. The location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of shared use opportunities; and
- 4. The expansion and rehabilitation of existing schools to support neighborhoods.
- Policy X.5.2

The County and School Board shall permit and encourage the joint-use of school sites and County facilities with similar facility needs, such as libraries, parks and recreation facilities and health care facilities. Also, the School Board shall coordinate with the County in the location, phasing and design of future school sites to enhance the potential of schools as recreation areas.

Policy X.5.3

The County and the School Board shall coordinate the location of public schools with the Future Land Use Map of the Comprehensive Plan to ensure existing and proposed school facilities are located consistent with the existing and proposed residential areas that schools serve, are approximate to appropriate existing and future land uses, and that schools serve as focal points within the community.

Policy X.5.4

The County and the School Board shall coordinate emergency preparedness issues including, but not limited to, the use of school facilities as public shelters during emergencies.

Policy X.5.5

The School Board shall provide bicycle and pedestrian access consistent with Florida Statutes on public school property. Bicycle access and trails to public schools should be incorporated in trail projects and programs that are currently scheduled by the County. The School Board shall provide parking and sidewalks on public school property in accordance with applicable land development regulations.

GOAL X.2 - IT IS THE GOAL OF THE COUNTY TO ESTABLISH A PROCESS FOR THE IMPLEMENTATION OF SCHOOL CONCURRENCY BY PROVIDING FOR CAPACITY DETERMINATION STANDARDS, AVAILABILITY STANDARDS, APPLICABILITY STANDARDS AND PROPORTIONATE SHARE MITIGATION.

OBJECTIVE X.6

Establish school capacity determination standards.

Policy X.6.1

The School District shall determine whether adequate school capacity exists for a proposed development, based upon adopted level of service standards, concurrency service area and other standards stipulated in the Interlocal Agreement for Public School Facility Planning.

Policy X.6.2

The School District shall conduct a concurrency review that includes findings and recommendations of whether there is adequate school capacity to accommodate the proposed development for each type of school within the concurrency service area consistent with the adopted level of service standards. The School District shall issue a concurrency determination based on the findings and recommendations.

OBJECTIVE X.7

Establish school availability standards.

Policy X.7.1

The County shall not deny a subdivision plat or site plan (or functional equivalent) for the failure to achieve and maintain the adopted level of service for public school capacity where:

- Adequate school facilities will be in place or under actual construction within three years after the issuance of the final plat or site plan (or functional equivalent); or
- The developer executes a legally binding commitment to provide mitigation
 proportionate to the demand for public school facilities to be created by the
 actual development of the property subject to the final plat or site plan (or
 functional equivalent).

Policy X.7.2

If the School District determines that adequate capacity will not be in place or under actual construction within three years after the issuance of final plat or site plan approval and mitigation is not an acceptable alternative, the School District shall not issue a School Concurrency Determination. If the School District determines that adequate capacity does not exist, but mitigation, through proportionate share mitigation or some other means, the application will remain active pending the conclusion of the mitigation negotiation, as provided for within the Interlocal Agreement for Public School Facility Planning.

OBJECTIVE X.8

Establish proportionate share mitigation alternatives which are financially feasible and will achieve and maintain the adopted level of service standards consistent with the School Board's financially feasible capital improvement program and five-year district facilities work plan.

Policy X.8.1

In the event that mitigation is an acceptable alternative to offset the impacts of a proposed development, where the adopted level of service standards would otherwise be exceeded, the following options listed below, for which the School Board assumes operational responsibility through incorporation in the School Boards adopted financially feasible capital improvements program and five-year district facilities work plan and which will maintain the adopted level of service standards, shall include:

- 1. The contribution of land; or
- 2. The construction, expansion, or payment for land acquisition or construction of a public school facility; or
- 3. The creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits.

Policy X.8.2

Proposed mitigation shall be directed toward a permanent capacity improvement identified in the School Boards financially feasible capital improvements program and five-year district facilities work plan. Consideration may be given by the School Board to place an additional improvement required for mitigation in its capital improvement program and five-year district facilities work plan. The proposed mitigation must satisfy the demand created by the proposed development consistent with the adopted level of service standards or identified as an amendment to the School Boards adopted capital improvement program and five-

year district facilities work plan. Portable classrooms shall not be accepted as mitigation.

Policy X.8.3

Mitigation shall be directed to projects on the School Board's adopted financially feasible capital improvements program and five-year district facilities work plan that the School Board agrees will satisfy the demand created by that development approval, and shall be assured by a legally binding development agreement between the School Board, the County and the applicant executed prior to the issuance of the final plat approval, site plan approval, or functional equivalent. If the School Board agrees to the mitigation, the School Board must commit in the agreement to placing the improvement required for mitigation in its financially feasible capital improvement program and five-year district facilities work plan.

Policy X.8.4

The process to determine proportionate share mitigation shall be in accordance with the procedure outlined in the Interlocal Agreement for Public School Facility Planning. The applicant's proportionate share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

Policy X.8.5

The School District shall annually review and update student generation multipliers for single-family, multi-family and mobile home housing types for elementary, middle and high schools based upon the best available district-specific data; cost per student estimates for elementary, middle and high schools that include all cost of providing instructional and core capacity including land, design, buildings, equipment and furniture, and site improvements while the cost of ancillary facilities that generally support the school district and the capital costs associated with the transportation of students shall not be included in the cost per student estimate used for proportionate share mitigation; capacity of each school, and current and reserved enrollment of each school in accordance with professionally accepted methodologies.

Policy X.8.6

The School District shall review and update student enrollment projections in accordance with professionally accepted methodologies on an annual basis.

OBJECTIVE X.9

Ensure that existing and planned public school facilities are coordinated with plans for supporting infrastructure and have safe access, including sidewalks, bicycle paths, turn lanes, and signalization.

Policy X.9.1

The County shall maximize efficient use of existing and planned infrastructure by coordinating with the School District future school sites that take advantage of existing and planned roads, potable water, sanitary sewer, parks and drainage systems.

Policy X.9.2

The County shall ensure safe student access to school sites by coordinating the construction of new residential developments, expansion of existing residential developments and redevelopment or revitalization of existing residential developments with safe road and sidewalk connections to public schools.

Policy X.9.3

The County shall coordinate bicycle access to public schools by requiring new residential developments adjacent to existing and proposed school sites, other than age restricted residential developments, to include pedestrian connections between any sidewalk network within the residential development and adjacent school site.

Policy X.9.4

The County shall work with the School Board to determine responsibility for the costs and construction of any needed offsite improvements for new public school facilities, such as signalization, installation of deceleration lanes, roadway striping for crosswalks, safe directional/warning signage and installation of sidewalks.

APPENDIX A - ILLUSTRATIONS ILLUSTRATION A-I

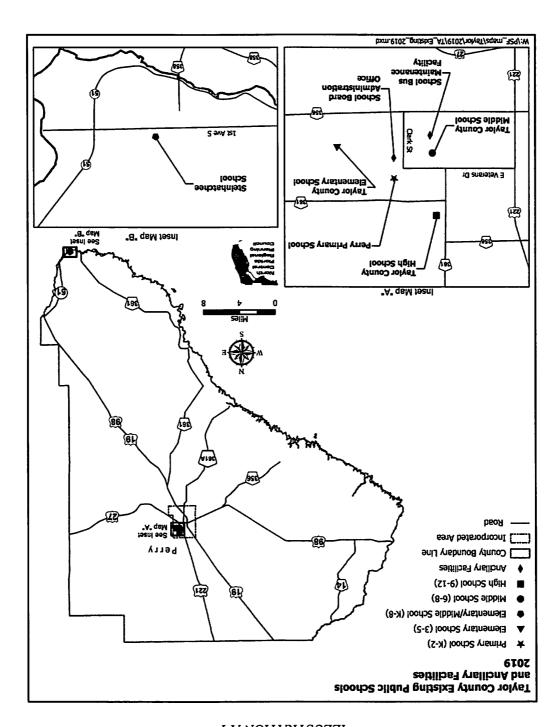


ILLUSTRATION A-II

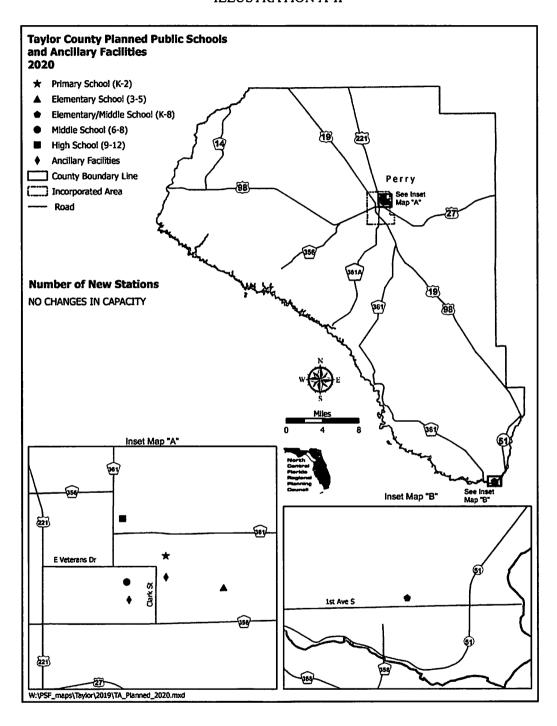


ILLUSTRATION A-III

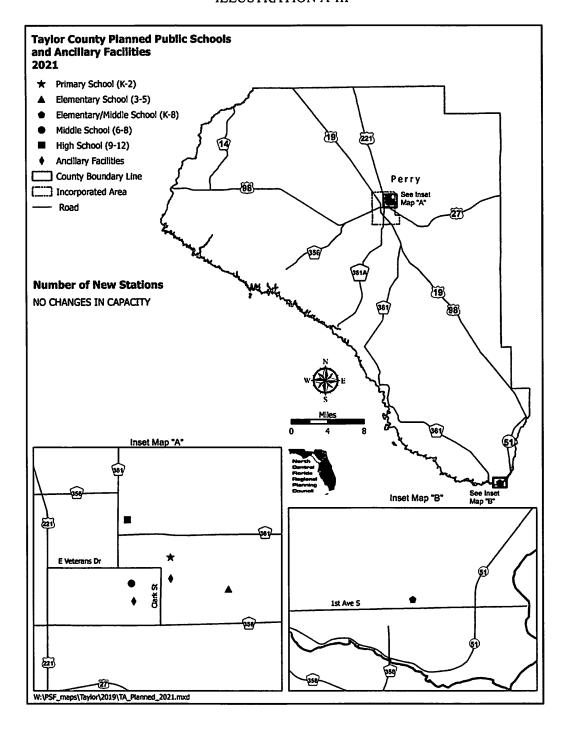


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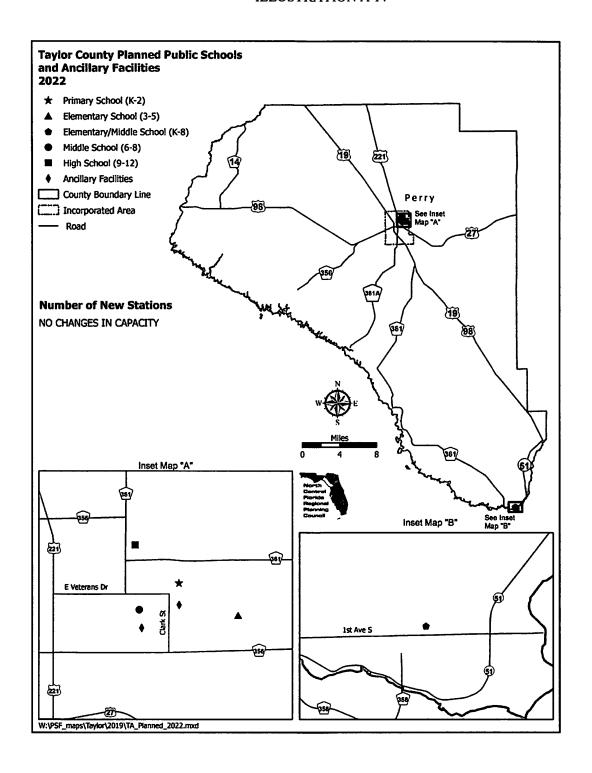
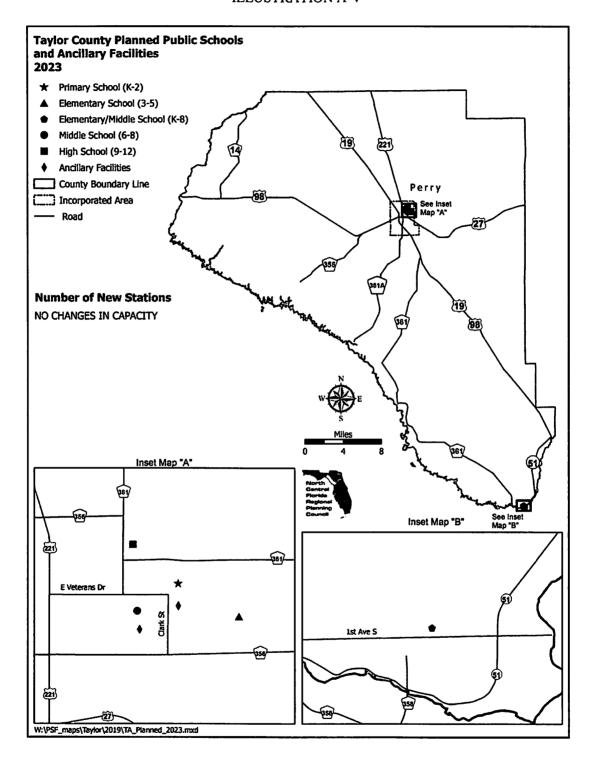


ILLUSTRATION A-V



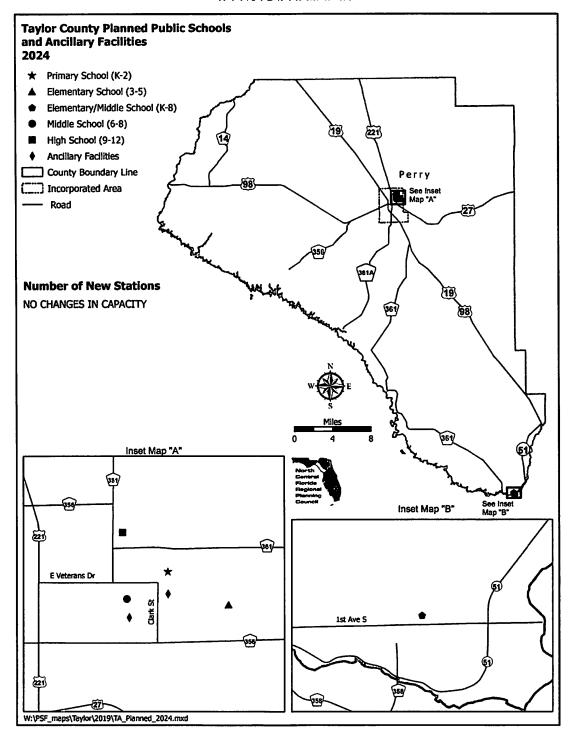
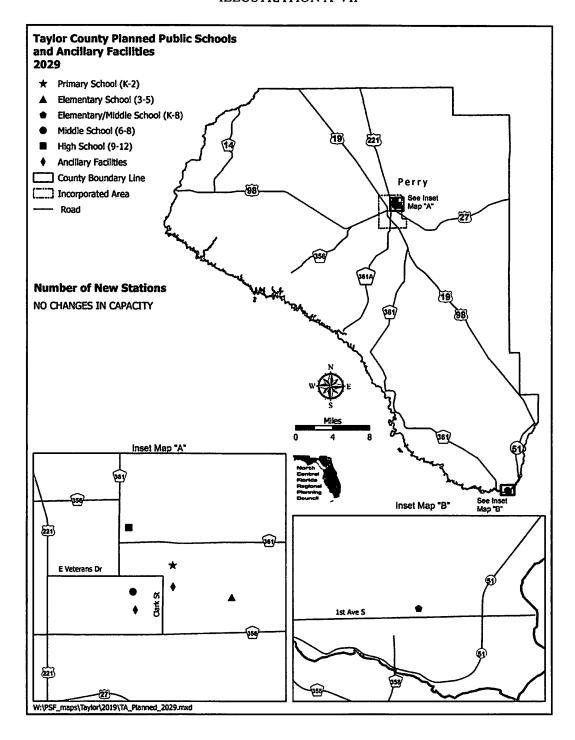


ILLUSTRATION A-VII



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APPENDIX B - DEFINITIONS

CAPACITY: "Capacity" as defined by the Florida Inventory of School Houses Manual.

CLASSROOM: An instructional space requiring no special design or equipment and used for housing general programs such as language arts, social studies and mathematics.

EDUCATIONAL FACILITIES: The buildings and equipment, structures, and special educational use areas that are built, installed or established to serve educational purposes only.

EDUCATIONAL PLANT: The educational facility, site and site improvements necessary to accommodate students, faculty, administrators, staff and the activities of the educational program assigned to the administrative control of one person and uniquely identified in an educational plant survey.

EDUCATIONAL PLANT SURVEY: A systematic study of educational and ancillary plants and the determination of future needs to provide appropriate educational programs and services for each student.

FIVE-YEAR DISTRICT FACILITIES WORK PLAN: A plan which demonstrates the ability to finance capital improvements from existing revenue sources and funding mechanisms to correct deficiencies and meet future needs based on achieving and maintaining the adopted level of service for each year of the five year planning period for all schools of each type in each concurrency service area, and for the long range planning period.

FLORIDA INVENTORY OF SCHOOL HOUSES: An official inventory, which is based on design codes, of all district owned facilities.

LEVEL OF SERVICE: The measure of the utilization, expressed as a percentage, which is the result of comparing the number of students with the satisfactory Florida Inventory of School Houses capacity at a given location.

LONG-RANGE PLANNING: A process of devising a systematic method based on educational information and needs, carefully analyzed, to provide the facilities to meet the goals and objectives of the educational agency.

MITIGATION OPTIONS: The provision by an applicant of any combination of land, construction, expansion and payment for land acquisition or construction of a public school facility; or the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits. Fair market value of the proportionate fair-share mitigation shall not differ based on the form of mitigation. Such options must include execution by the applicant and the local government of a binding development agreement that constitutes a legally binding commitment to pay proportionate-share mitigation for the additional residential units approved by the local government in a development order and actually developed on the property, taking into account residential density allowed on the property prior to the development that increased overall residential density. The School Board shall be a party to such an agreement.

PERMANENT: A structure built with a fixed foundation that has permanently attached walls, roof and floor that cannot be moved or transported either as a unit or in sections.

PERMANENT STUDENT STATION: The floor area in a public school facility required to house a student in an instructional program.

PORTABLE CLASSROOM: A classroom within a building or portion of a building made up of prefabricated units that may be disassembled and reassembled frequently, or a single unit of construction consisting of walls, roof and floor that is moveable as a unit either on wheels or by truck.

PROPORTIONATE SHARE MITIGATION: The contribution by a developer or applicant, through any of various means (see definition of Mitigation Options), of resources sufficient to offset or compensate for the site-specific impacts generated by a development. The fair market value of mitigation is credited against any impact fees or other exactions levied against the development.

SITE: A space of ground occupied or to be occupied by an educational facility or program.

SITE DEVELOPMENT: Site development means work that must be performed on an unimproved site in order to make it usable for the desired purpose; or, work incidental to new construction or to make an addition usable.

SITE IMPROVEMENT: The work that must be performed on an existing site to improve its utilization, correct health and safety deficiencies, meet special program needs or provide additional service areas. Site improvement incident to construction is the work that must be performed on a site as an accompaniment to the construction of an addition to an educational facility for a modernization project.

XI

ECONOMIC DEVELOPMENT ELEMENT

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XI

ECONOMIC DEVELOPMENT ELEMENT

INTRODUCTION

Florida's history has been one of remarkable change: from Henry Flagler's opulent resorts and railroad, to a retirement haven (with the advent of air conditioning), to a technology and tourism rich state grown from the seeds of the space program in Cape Canaveral and Disney. Few states have literally weathered the pressures of change as well as Florida has. As the fourth most populous state in the U.S., Florida's population growth continues to drive new challenges and opportunities to the Sunshine State. The State is now projected to double in population by 2060, growing from roughly 18 million people today to upwards of 36 million in just slightly more than five decades. While the majority of this growth is anticipated to concentrate in the coastal regions of south Florida, and along the I-4 corridor between Orlando and Tampa, constraints relative to the environment, infrastructure capacity, fiscal impacts and public policy will result in pushing this growth and its economic pressure throughout the state.

Although the pressure this growth will impose on land resources, infrastructure, governmental services and the day-to-day quality of life of Floridians is not without tremendous challenges, for rural counties, such pressures can help create long-term economic opportunities. By implementing intelligent-growth principles, such as best land use practices and balanced environmental stewardship, the County can create a quality of life that will differentiate the County from competing, less planned regions.

Capitalizing on intelligent growth alone, however, will not remedy the economic difficulties of job constrained and economically isolated rural communities. Governor Christ's re-designation of the County as one of Florida's Rural Areas of Critical Economic Concern further frames the challenges facing the County as it competes in today's ever changing economic landscape. According to the Governor's Executive Order, the County is one of a handful of Florida counties "struggling to maintain, support or enhance job creating activity or to generate revenues for education and other critical government services such as infrastructure, transportation and safety." As the Executive Order further notes, these challenges threaten both the "well being and viability" of the County. Although the Rural Areas of Critical Economic Concern designation qualifies the County for special assistance from the Governor's Office as well as other state and regional agencies and organizations, it leaves the principal task of creating an economically viable community to the citizens of the County.

To embrace this task, the community engaged in the creation of a 50-year Vision Plan for the County. The preparation of the vision began in late April 2007 and resulted in the adoption of the Vision 2060 Plan in September 2008. Vision 2060 Plan addressed not only the future development pattern that would best serve the County but also addressed economic conditions in the County and recommended the actions that should be considered to advance future economic development and revitalization. In conjunction with the economic analysis prepared for Vision 2060 Plan, the County Development Authority has prepared the County Economic Development Plan. The County Economic Development Plan provides the strategies and action plan that will allow the County to harness the pressures of Florida's dynamic growth while at the same time utilizing its available resources to support an integrated approach to economic growth which promotes regional economic health through a broader emphasis on community and human development. The Vision 2060 Plan and the County Development Authority's County Economic Development Plan provide the foundation for and basis for formulating the Economic Development Element of the County Comprehensive Plan.

The economic development model embraced by the County looks beyond city and county borders to the larger regional economy. This model promotes industry clusters, concentrations of interconnected businesses that can be engines for global competitiveness. It creates an environment where all businesses have the chance to succeed. The approach to economic development for the County embraces the following components:

- 1. An integrated approach where government, business, education and the community work together;
- 2. Regional collaboration;
- 3. Promoting industry clusters;
- 4. Local focus to retain and expand business;
- 5. Intelligent growth policies;
- 6. Compact development;
- 7. Environmental responsibility;
- 8. Human investment and workforce talent; and
- 9. Poverty reduction and corporate responsibility.

The Board of County Commissioners recognizes that incorporation of this optional Economic Development Element into the County Comprehensive Plan represents a critical link between comprehensive planning for a community and inducing successful economic development and revitalization. Having a distinctive and competitive identity will help the County protect, sustain, and enhance a quality of life that is attractive for existing and future businesses and, residents and private investment.

ECONOMIC DEVELOPMENT GOAL, OBJECTIVES AND POLICIES

Goal XI - IMPLEMENT THE COUNTY ECONOMIC DEVELOPMENT PLAN IN ORDER TO FACILITATE THE EXPANSION, RECRUITMENT, AND CREATION OF BUSINESSES WHICH GROW THE COUNTY'S LONG TERM AD-VALOREM TAX BASE AND RETAIN AND CREATE PERMANENT, VALUE-ADDED JOBS WHICH ADD TO THE QUALITY OF LIFE OF THE COUNTY CITIZENS.

OBJECTIVE XI.1

Aggressively pursue an economic development program that utilizes an integrated approach by all sectors to promote economic vitality within the County, and support regional economic development activity.

Policy X1.1

Government, business, education and the community shall work together to create a vibrant local economy. Collaboration efforts should support a long-term strategy that:

- 1. Encourages local enterprise;
- 2. Serves the needs of local residents, workers and businesses;
- 3. Promotes stable employment and revenues by building on competitive advantages;
- 4. Protects a sustainable natural environment;
- 5. Enhances personal freedom and the ability to pursue advancement; and
- 6. Is capable of sustaining itself in the global marketplace.

Proposed Amendment No. CPA 19-01 Evaluation Amendments August 15, 2019 Policy XI.2 Economic development efforts shall be targeted to expand and locate businesses that drive new investment into the County, create high wage jobs, and enhance skills of existing and/or future residents. The growth of these value-added businesses in the County should in-turn help create the critical mass of investments, projects and talent needed to help reduce poverty, promote jobs for existing residents, support K-12 and higher education, improve the skills of lowincome individuals, address the needs of families moving off welfare, and enhance the availability in all sectors of the County for affordable transportation and housing. Policy XI.3 Economic development efforts shall support existing enterprises as a critical means to business expansion and job growth. Promoting local industries, businesses and citizens to encourage entrepreneurship and to build locally-based industries and businesses that can succeed among national competitors is important to strengthening the County's economy and quality of life. Policy XI.4 Economic development efforts shall support a diversified range of specialized industry clusters drawing on local advantages to serve local, regional and international markets. Policy XI.5 Support, as appropriate, those opportunities that advance the growth of leadingedge technologies, such as Lamda Rail, that help local enterprises to succeed, improve civic life and provide open access to information and resources. Policy XI.6 Support opportunities to drive targeted infrastructure to the County. Advocating for State transportation initiatives to utilize the County for strategic investments, such as high speed or commuter rail transportation will position the County for future business opportunities. Policy XI.7 Economic development programs, investments and subsidies should support long-term benefits and impacts on critical economic development objectives and the community as a whole, not just on near-term job or revenue increases. Policy XI.8 Because human resources are so valuable in the global economy, the County shall support programs that provide life-long skills and learning opportunities. Pursuing sources of funding for investing in excellent schools, the location of post secondary institutions in the County, and opportunities for continuing education and training available to all citizens will help strengthen County businesses. Policy XI.9 The County shall support and pursue economic development opportunities that maintain or improve the environmental and public health of the community. Policy XI.10 To support economic development, the County shall help implement the recommendations of the Vision 2060 Plan by adopting land use policies that encourage compact, multi-dimensional land use patterns that ensure a mix of use, help minimize the impact of the personal automobile, promotes walking, bicycling, and transit access to employment, education, recreation, entertainment, shopping and services, where possible. Economic development and transportation investments should reinforce these land use patterns and the ability

to move people and goods by multi-modal alternatives, wherever possible.

Policy XI.11

To promote an appropriate jobs-housing balance in the County, all urban land use categories resulting from implementation of the Vision 2060 Plan shall have a land use mix that promotes a jobs-to-housing balance as follows:

- 1. Urban District: 0.75-1.25 jobs for each household.
- 2. Coastal District: 0.50-1.0 jobs for each household.

Policy XI.12

Economic development efforts should support the creation and preservation of the County's sense of uniqueness, attractiveness, history, cultural and social diversity, and include public gathering places and a strong local sense of place. Special emphasis shall be placed on working with appropriate state agencies to identify opportunities for providing additional, environmentally sustainable, public access points to the Gulf of Mexico and the rivers that are tributary to the Gulf.

Policy XI.13

Support regional efforts which foster collaborative relationships and provide functions such as common marketing, development training programs, cooperative buying and other beneficial services that promote regional businesses.

OBJECTIVE XI.2

Implement the key recommendations of the County Economic Development Plan to induce sustainable economic development in the County and support expansion of existing or location of new industry, which create, in the aggregate, 500 new jobs in the County within the next seven years.

Policy XI.2.1

Augment and appropriately fund the County Development Authority in a manner that will enhance the Authority's ability to aggressively implement and manage the initiatives outlined in the Economic Development Plan, including developing financial incentives to induce the expansion and attraction of targeted industries.

Policy XI.2.2

Support the establishment of industry clusters for existing and emerging technologies with a competitive advantage for the County and its workforce. Such sectors might include, for example, renewable and clean energy technologies (biofuels, solar, wind, etc.) manufacture of energy related devices, aquatic sciences related businesses, other natural-resources-based industries and technologies, and appropriate research and development related to them.

Policy XI.2.3

Designate Regional Employment Centers on the Future Land Use Map of the County and pursue funding and public-private partnerships to create shovel-ready business and industrial sites within these employment centers.

Policy XI.2.4

Cooperate with Workforce Florida and local workforce development boards to identify or develop a set of workforce training incentives, such as the State's Quick Response Training and Incumbent Worker Training Programs, to help businesses remain regionally and globally competitive.

Policy XI.2.5

The County shall encourage the County Development Authority to meet with and solicit support from regional, state and federal sources that specialize in assisting rural counties. The County Development Authority will emphasize the development of transportation and utility infrastructure as a means for using public and private funding to induce growth in those areas of the County where growth is encouraged by the Vision 2060 Plan.

OBJECTIVE XI.3

Support the development and implementation of a one-year and five-year action plans for growing a diversified and sustainable County economy, as outlined in the County Economic Development Plan.

Policy XI.3.1

The County shall request the County Development Authority to begin implementation of a one-year action plan, as outlined in the County Economic Development Plan, by the Year 2011.

Policy XI.3.2

The County shall request the County Development Authority to develop and begin implementation of a five-year action plan, as outlined in the County Development Plan by the Year 2013. The plan may be focused on the areas of:

- 1. Communication:
- 2. Business development:
 - a. Competitiveness;
 - b. Business expansion:
 - c. Business recruitment; and
 - d. Business creation.
- 3. Regional economic centers; and
- Workforce/talent.

Policy XI.3.3

The County shall support the County Development Authority in its efforts to facilitate a community-wide economic summit as outlined in the County Economic Development Plan by the end of the Year 2012.

Policy XI.3.4

The Board of County Commissioners shall request the County Development Authority and Chamber of Commerce cooperate in the implementation of the five-year action plan.

Policy XI.3.5

The Board of County Commissioners shall request the County Development Authority to establish a team of Economic Partners who will be charged with the responsibility of assisting the Board of County Commissioners and the County Development Authority in advancing the broad objectives of the County Economic Development Plan.

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APPENDIX A

FUTURE LAND USE PLAN MAP SERIES AND ILLUSTRATIONS

LIST OF	ILLUSTRATIONS	Page
A-I	Future Land Use Plan Map 2035	A-1
	Legend for Historic Resources	A-2
A-II	Historic Resources	A-6
A-III	Existing Waterwells	A-7
A-IV	Rivers and Lakes	A-8
A-V	Flood Prone Areas	A-9
A-VI	Wetlands	A-10
A-VII	Minerals	A-11
	Legend for Generalized Soil	A-12
A-VIII	Generalized Soil Map	A-13
A-IX	Future Transportation Map Series 2035	A-14
	Map 11: Future Peak Hour Peak Direction Level of Service	A-14
	Map 12A: Future Transportation Corridors & Connections	A-15
	Map 12B: Future Freight Movement Corridors	A-16
	Map 12C: Future Walkway, Bikeway and Greenway Corridors	A-17
	Map 12D: Future Blueway Trails & Boat Ramps	A-18
	Map 13: Future Number of Lanes	
	Map 14: Future Functional Classification & Maintenance Responsibility	A-20
	Map 15: Future Potential Roadways Improvements	A-21
	Map 16: Future Trip Distribution	
A-IXa	Emergency Evacuation Routes Map 2035	A-23
A-IXb	Bicycle and Pedestrian Facilities Map 2035	A-24
A-X	High Groundwater Aquifer Recharge Areas	A-25
A-XIa	Regionally Significant Natural Resources	
	Ground Water Resources	A-26
A-XIb	Regionally Significant Natural Resources	
	Natural Systems	A-27
A-XIc	Regionally Significant Natural Resources	
	Planning and Resource Areas 1	A-28
A-XId	Regionally Significant Natural Resources	
 	Planning and Resource Areas 2	A-29
A-XIe	Regionally Significant Natural Resources	
, ,	Surface Water Resources	A-30

ILLUSTRATION A-1 FUTURE LAND USE PLAN MAP 2035

(Under Separate Cover)

Legend for Historic Resources

Map #	Site Name	Map #	Site Name	Map #	Site Name
1	8TA425	2	Shady Grove 4	6	Seminole Plant 4
1	Boat Landing	2	Shady Grove 5	6	Van Atta Mound
1	Boulder	2	Shady Grove 6	7	Jenn 19
1	Flake Pile	2	Shady Grove 7	7	Rest Stop Firebreak
1	Old Crock	2	Shady Grove 8	7	Salt Road
1	Turkey Run	2	Sps-1	8	Aucilla River Mound
1	Turn In	3	Cypress Creek	8	Black Hole Cave
1	Unnamed	3	Fl-Tayl-027-1ar-02	8	Bridge Ruins On Lower Aucilla
1	Unnamed	3	Rocky Creek Bridge	8	Cedar Mound
1	Unnamed	3	Secotan 2	8	Cherry Island Quarry 1
1	Unnamed	3	Two Pines Creek Bridge	8	Crag Hole
1	Unnamed	3	Unnamed	8	Crushed Rock Mine
1	Unnamed	3	Woods Creek Bridge	8	Crushed Rock Mine
1	Unnamed	4	Foley East	8	Crushed Rock Mine
1	Unnamed	4	Gilman Paper Co. I	8	Daniel's Mound
1	Unnamed	4	Lipscomb Cemetery	8	Drill Road Site 1
1	Unnamed	4	Proctor And Gamble V	8	Game Station Food Plot
1	Unnamed	4	Proctor And Gamble Vi	8	Gerrell Site
1	Unnamed	4	Proctor And Gamble Viii	8	Gingery Cache
1	Unnamed	4	Proctor And Gamble Xvii	8	Halfmile Rise Sink
1	Walker Springs Bridge South	4	Proctor And Gamble Xviii	8	Hershey 1
2	Angel Creek Bridge	4	Sunshine Fennholloway	8	Hershey 2
2	Chance's Quarry	4	Unnamed	8	Ladson Rise
2	County Road 14 A	5	Aircraft Hangar	8	Latvis Site
2	Econfina River Railroad Bridge	5	Cutter Five	8	LR Rapids
2	Eridu 1	5	Langston Log Cabin	8	LR#2
2	Eridu 2	5	Spring Hill cemetery	8	Mammoth Hole
2	January's Lake	5	Spring Hill Unmarked Grave	8	Mandalay
2	Lake Bird	5	US-19 NB (SR-55) / Fenholloway River	8	Mathen/Childers Site
2	Lori Creek Bridge	6	Cutter Four	8	Page Site
2	Proctor And Gamble Iii	6	Cutter Three	8	Page-Ladson Upland
2	Ross Bay	6	Hampton Springs Hotel Remains	8	Perry Quarry Site I
2	Shady Grove	6	Poor Spot Cemetery	8	Perry Quarry Site Ii

Map#	Site Name	Map #	Site Name	Map #	Site Name
2	Shady Grove 1	6	Seminole Plant 1	8	Perry Quarry Site Iii
2	Shady Grove 2	6	Seminole Plant 2	8	Perry Quarry Site Iv
2	Shady Grove 3	6	Seminole Plant 3	8	Perry Quarry Site V

Map #	Site Name	Map #	Site Name	Map #	Site Name
8	Perry Quarry Site Vii	9	Nutall Rise South	10	Little Rock Island
8	Powerline Site	9	Piglet Hammock	10	Old Food Plot
8	Quad Sinks	9	Poppels Fish Camp	10	One Hole
8	South Of Williams Fish Camp	9	Rathole Sinks	10	Rock Island
8	Traction Engine Wheel	9	Rodent Haven	10	Sand Borrow Scatter
8	Unnamed	9	Rubble House	10	Tide Hole
8	Wayne's Sink	9	Salt Lick Road	10	Unnamed
9	Aucilla Bar	9	Sandy Cross	10	Unnamed
9	Ecofina River State Park Site #5	9	Scattered Dreams	10	Unnamed
9	Econfina 1	9	Shirt Hammock	11	Econfina Channel
9	Econfina 2	9	Snipe Plot 1	11	Flounder Hole
9	Econfina 3	9	Snipe Plot 2	11	Stallings
9	Econfina 4	9	Tree Fall Mound	11	Unnamed Shipwreck
9	Econfina 5	9	Unnamed	12	Al's Mill site
9	Econfina Boar Hunt	9	Unnamed	12	Confederate Salt Works
9	Econfina Logmade Creek	9	Unnamed	12	Dump Road Sandpit
9	Econfina Pools	9	Unnamed	12	Eagle Prairie Roadway
9	Goodnuff Island	10	Battery Hammock	12	Fish Camp Warrior River
9	Hammock Hammock	10	Cabbage Creek Small Mound	12	Indian Island
9	Hammock Island	10	Cutter I	12	Okefenokee Slough
9	Log Tire Hammock	10	Cutter Two	12	Old Railroad Grade Sandpit
9	Mackay Tract - Taylor County	10	Dead Cabbage	12	Spring Creek 11
9	Mckay 1	10	Fenholloway #1	12	Spring Creek 12
9	Mckay 10	10	Fenholloway 1	12	Spring Creek 13
9	Mckay 11	10	Fenholloway 2	12	Spring Creek 19
9	Mckay 2	10	Hickory Mound	12	Spring Creek 2
9	Mckay 3	10	Hickory Mound 15	12	Spring Creek 20
9	Mckay 4	10	Hickory Mound 17	12	Spring Creek 23

Map #	Site Name	Map #	Site Name		
9	Mckay 5	10	Hickory Mound 19	12	Spring Creek 3
9	Mckay 6	10	Hickory Mound 20	12	Spring Creek 6
9	Mckay 7	10	Hickory Mound 21	12	Spring Creek 7
9	Mckay 8	10	Hickory Mound 22	12	Spring Creek 8
9	Mckay 9	10	Hickory Mound 23	12	Spring Warrior 2
9	Middle Hammock	10	Hickory Mound 24	12	Spring Warrior 3
9	Mound A Near Econfina River	10	Hickory Mound 25	12	Spring Warrior 4
9	Mound B Near Econfina River	10	Hickory Mound 26	12	Spring Warrior Camp Midden

Map #	Site Name	Map #	Site Name	Map #	Site Name
12	Spring Warrior Complex	15	Stanaland	16	Former Shepard's Fish House
12	Stricklands Ridge	15	The Point Site	16	Former Stewart Store & Post Office
12	Trail Road Ridge	15	Tide Swamp 10	16	Fort Frank Brooke
12	Warrior River Mound A	15	Tide Swamp 11	16	Griffin House, Former Roebuck Unit
12	Warrior River Mound B	15	Tide Swamp 12	16	Jack And Bobbie Pattison House
13	Blue Creek Burial Mound	15	Tide Swamp 13	16	Johnny Deason's Grocery
13	Hiram Rocking Road	15	Tide Swamp 14	16	Johnny Deason's Restaurant
14	Billy & Phyllis Bodiford House	15	Tide Swamp 15	16	Johnny White House
14	Clinton And Charlotte Wood House	15	Tide Swamp 22	16	Johnny White House
14	D&T's Bait Shop	15	Tide Swamp 6	16	Joyce Derr House
14	Dekle	15	Tide Swamp 8	16	Keeler
14	Denard L. & Geraldine White House	15	Tide Swamp 8-1	16	Marie Stuart House
14	Fish Creek	15	Tide Swamp 9	16	Martin Tompkins House
14	Foley Fish Creek	15	Tide Swamp Midden	16	Merle And Dorothy Wood House
14	Grantham House	15	Turkey Mound	16	Mittendorf/Taylor House
14	Grimes' Former Bait House	16	1st Baptist Church	16	Monti "Free Bird" House
14	Henderson House	16	Anderson Tennile	16	Old Road To Fort Fanning
14	Keaton Beach	16	Annie Baker's "River House"	16	Pace's Cottages, Office

Map #	Site Name	Map #	Site Name	Map #	Site Name
14	Keaton Beach Marina Boat Launch	16	April and Kerwood Lucas House	16	Pace's Cottages, Unit 8
14	Keaton Beach Marina Store	16	Boiler/Obstruction	16	Pamela & James Howell House
14	Piney Point	16	Branch House	16	Pattison's Duplex Complex
14	Tide Swamp	16	Carson Carport/Shed	16	Pattison's Garage/Shed
14	Tree Harvet Site	16	Carson House	16	Perine House
14	Unnamed	16	Cooey's 2nd House	16	Pippin House
14	Unnamed	16	Cooey's Court Restaurant/House	16	Rives S "Shangri-la"
14	White's Bait Shrimp House	16	Cooey's Court, Cabin #1	16	Steger House/Old Philmon Restaurant
14	Willard's Restaurant	16	Cooey's Court, Cabin #2	16	Steinhatchee Church of Christ
14	Wood Family Fish House	16	Cooey's Court, Cabin #3	16	Steinhatchee Clinic
15	Cedar Creek Burial Mound	16	Crows Rental/Former Croon Gracery	16	Steinhatchee Fish House
15	Dulles Creek Landing	16	Dr Gustin's Office	16	Steinhatchee Lounge
15	Fishermans Rest	16	Duke/Peach House	16	Stephens Cemetery
15	Hendrix/Hardman	16	Duke/Webb Area Boat Docks	16	T. L. Stephens' Shed
15	Hickory Ridge	16	Eddie Sue Mitchel 1 House	16	Tide Swamp 24
15	Hickory Ridge Complex	16	F. D. & Grace Bratager House	16	Trap Maker's Shop (Dodd Place)
15	Jack Creek	16	Folson House	16	W. L. Smith House
15	Randolph Site	16	Former Matin's Restaurant		

ILLUSTRATION A-II HISTORIC RESOURCES

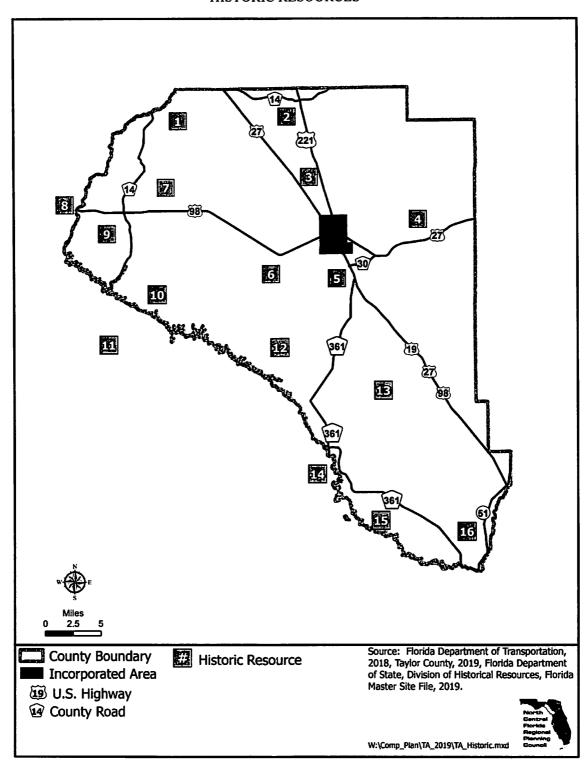


ILLUSTRATION A-III EXISTING WELLS

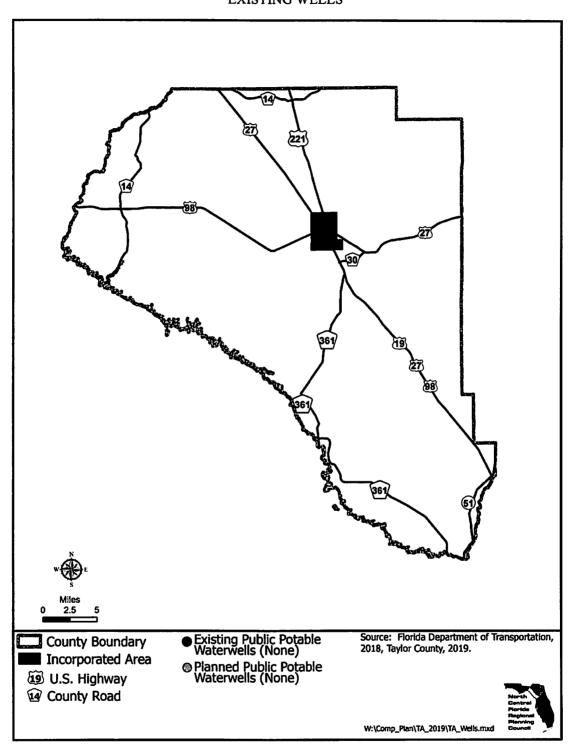


ILLUSTRATION A-IV RIVERS AND LAKES

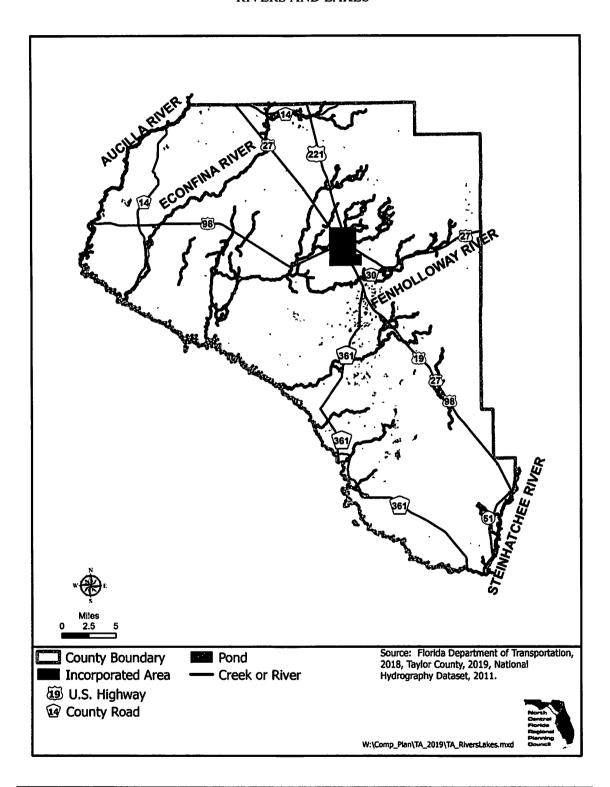


ILLUSTRATION A-V FLOOD PRONE AREAS

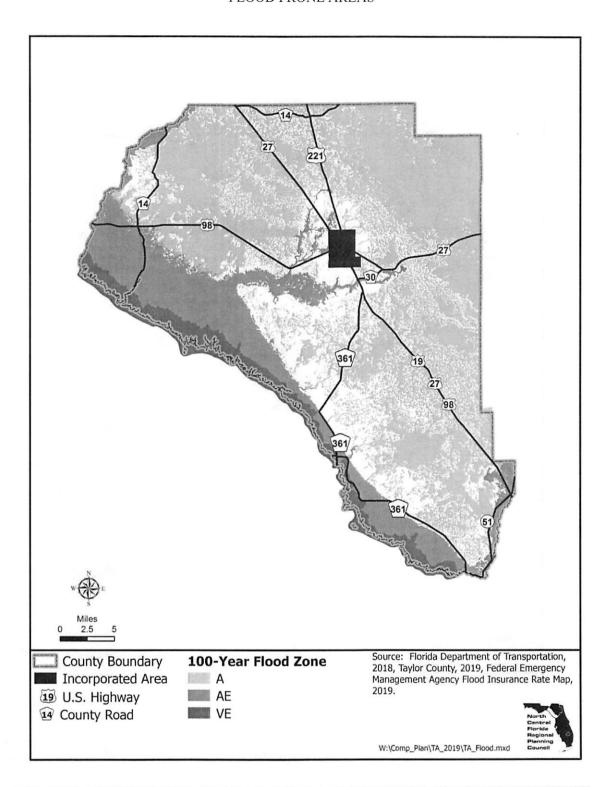


ILLUSTRATION A-VI WETLANDS

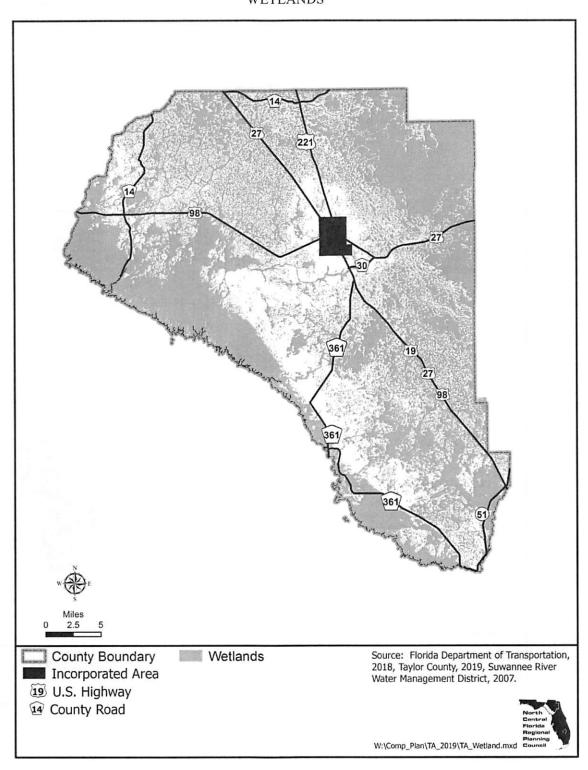
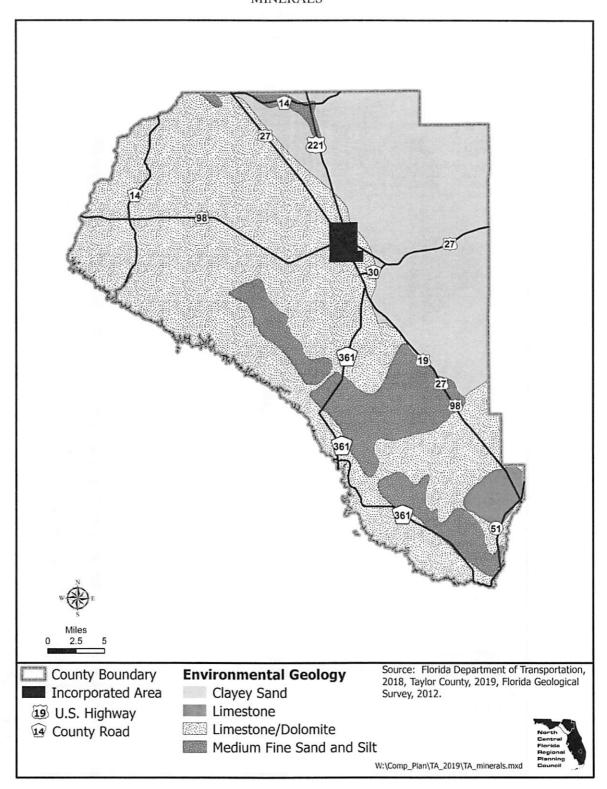


ILLUSTRATION A-VII MINERALS



Legend for Generalized Soil

KEY	GENERALIZED SOIL	DESCRIPTIONS
NUMBER		
	Plummer-Pickney-Pamlico-	Nearly level poorly drained soils subject to
1	Dorovan (s1482)	prolonged flooding
		Nearly level and gently sloping, somewhat poorly
		drained and moderately well drained soils that
	Leefield-Blanton-Albany	have a thick, sandy surface layer and a loamy
2	(s1496)	subsoil
	Scranton-Plummer-Pickney-	Nearly level to sloping poorly drained sandy soils
3	Leon-Hurricane (s1497)	with loamy subsoils
		Nearly level, poorly drained sandy soils with a
		weakly cemented sandy subsoil layer underlain by
	Rutlege-Ridgewood-Otela-	loamy subsoil and very poorly drained soils, sandy
4	Ortega-Chaires (s1498)	throughout
		Nearly level, poorly drained sandy soils with a
		weakly cemented sandy subsoil layer underlain by
	Scranton-Rutlege-Plummer-	loamy subsoil and very poorly drained soils, sandy
5	Pickney-Leon (s1499)	throughout
		Nearly level, poorly drained sandy soils with a
		weakly cemented sandy subsoil layer underlain by
	Shadeville-Ridgewood-Ortega-	loamy subsoil and very poorly drained soils, sandy
6	Moriah (s1500)	throughout
		Nearly level to sloping excessively drained with very
		thick sandy layers over thin loamy sand or sandy
	Ortega-Lakeland-Chaires-Alpin	loam lamella and moderately well drained soils
7	(s1502)	with very thick sandy layers over loamy subsoil
8	Tooles-Nutall-Chaires (s1503)	Nearly level very poorly drained soils
	100103 Hatan Chanes (31303)	Nearly level, very poorly drained sondy soils with
9	Tooles-Nutall (s1504)	loamy subsoils
	100163-140fall (2T204)	Idamy Subsons

Source: United States Department of Agriculture, Natural Resources Conservation Service, Soil Survey Geographic Database, 2015.

ILLUSTRATION A-VIII GENERALIZED SOIL MAP

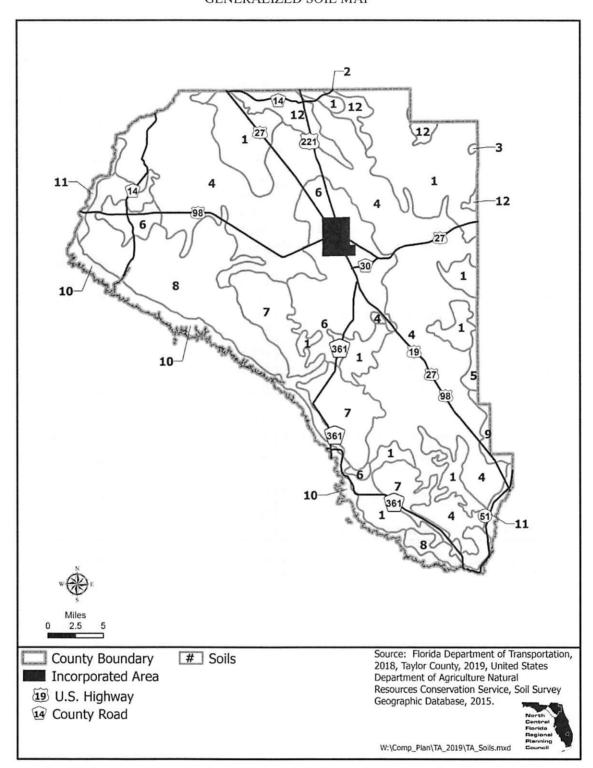


ILLUSTRATION A-IX FUTURE TRANSPORTATION MAP SERIES 2035 Map 11: Future Peak Hour Peak Direction Level of Service

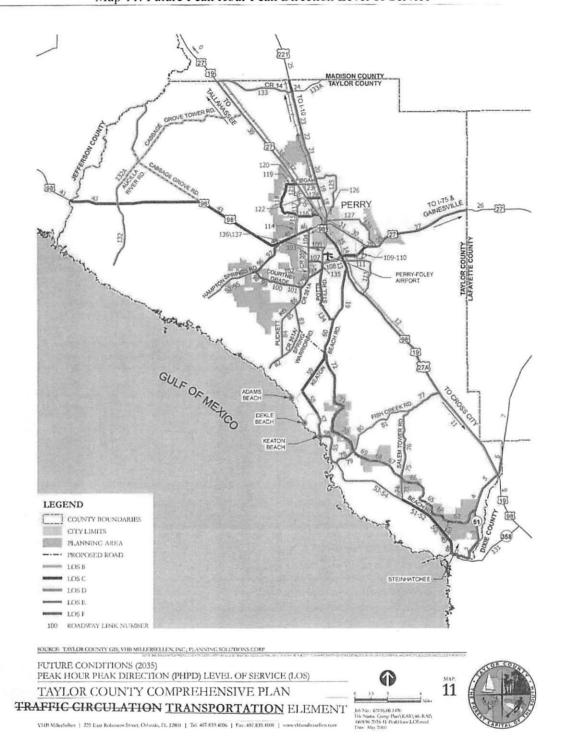
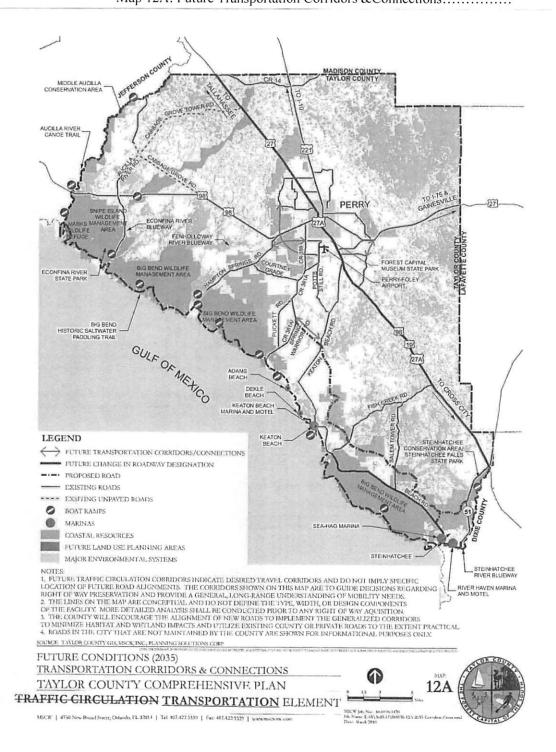


ILLUSTRATION A-IX FUTURE TRANSPORTATION MAP SERIES 2035 Map 12A: Future Transportation Corridors & Connections......



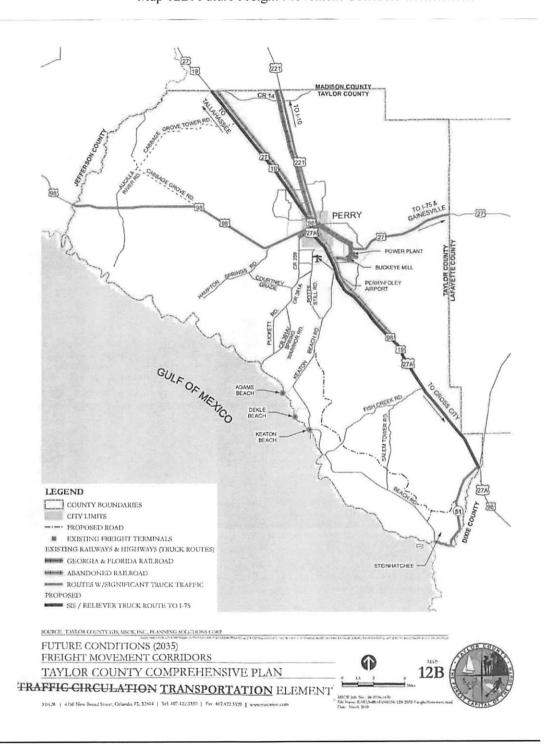


ILLUSTRATION A-IX FUTURE TRANSPORTATION MAP SERIES 2035 Map 12C: Future Walkway, Bikeway and Greenway Corridors

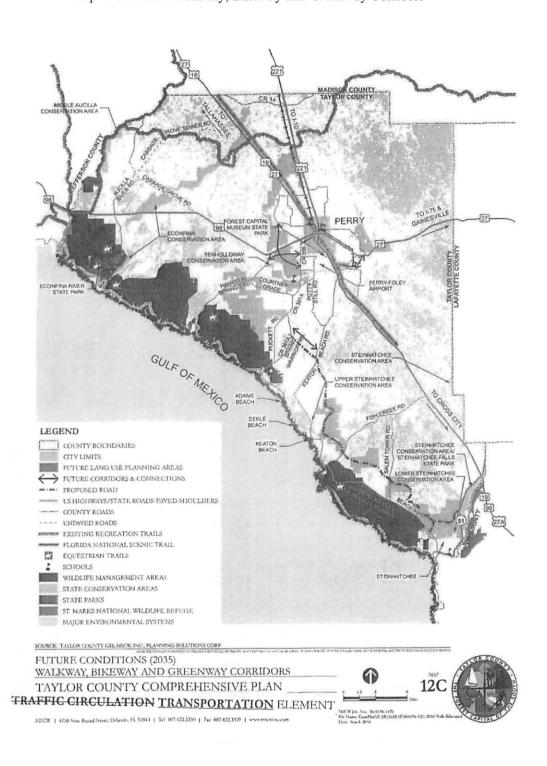


ILLUSTRATION A-IX FUTURE TRANSPORTATION MAP SERIES 2035 Map 12D: Future Blueway Trails & Boat Ramps

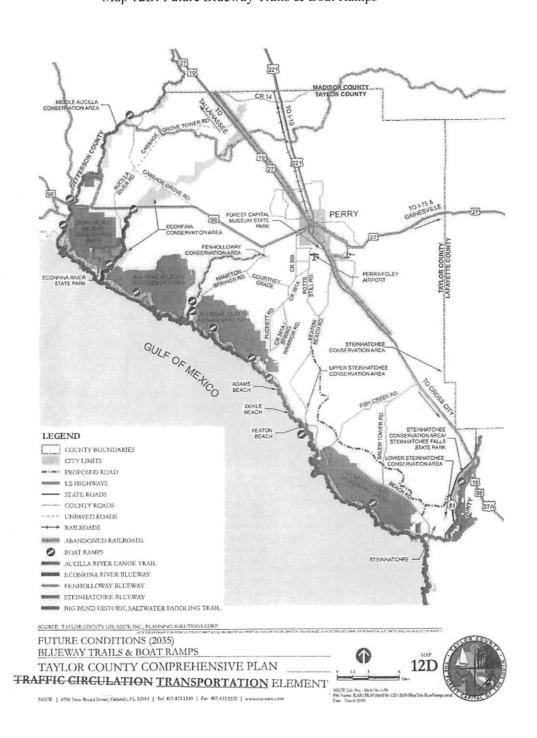


ILLUSTRATION A-IX FUTURE TRANSPORTATION MAP SERIES 2035 Map 13: Future Number of Lanes

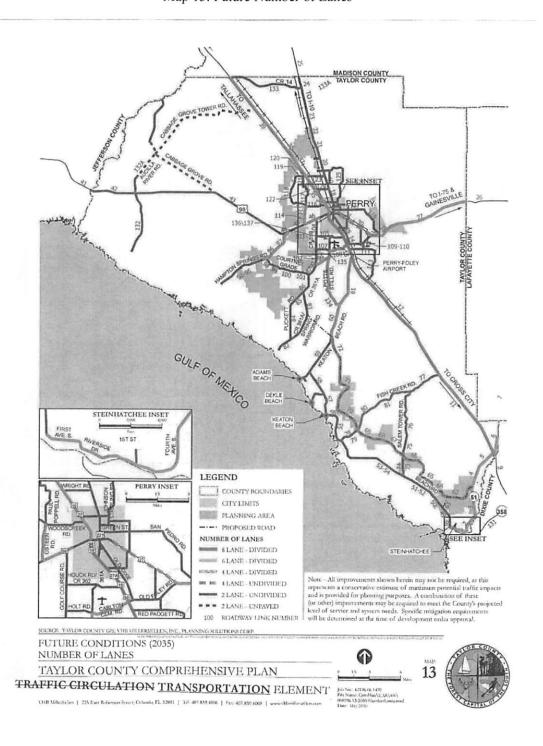


ILLUSTRATION A-IX FUTURE TRANSPORTATION MAP SERIES 2035

Map 14: Future Functional Classification & Maintenance Responsibility

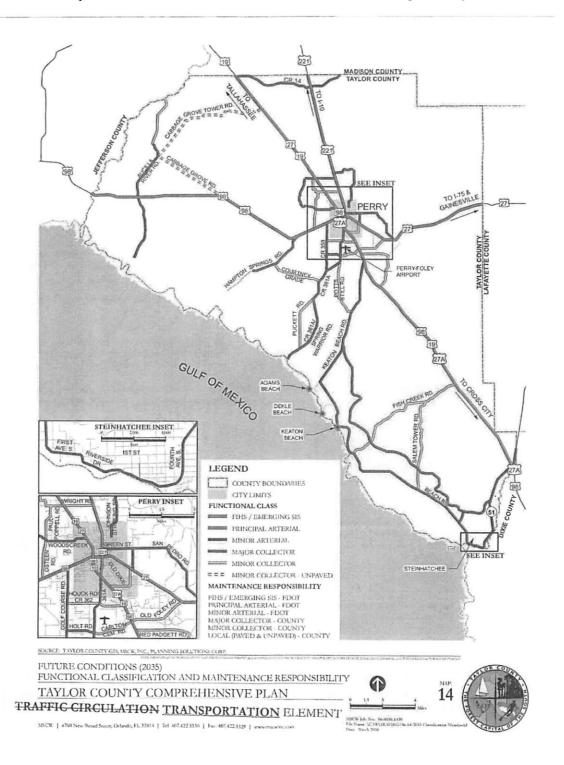


ILLUSTRATION A-IX FUTURE TRANSPORTATION MAP SERIES 2035 Map 15: Future Potential Roadways Improvements

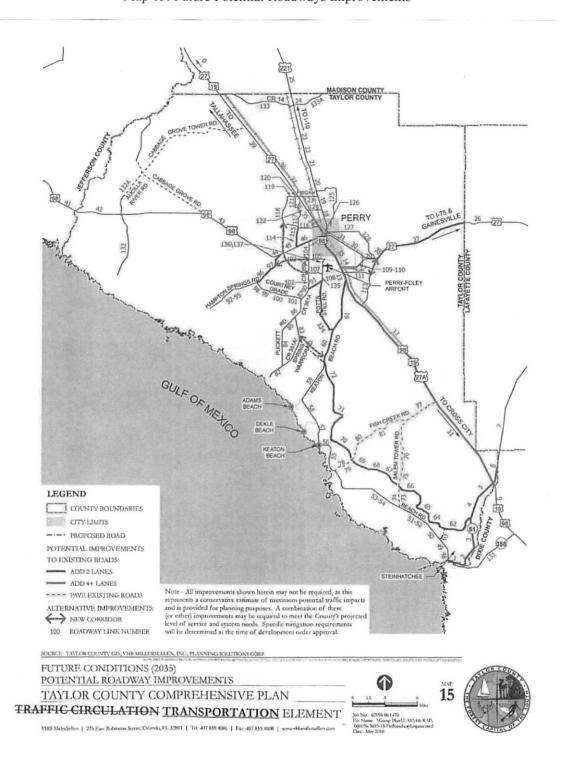


ILLUSTRATION A-IX FUTURE TRANSPORTATION MAP SERIES 2035 Map 16: Future Trip Distribution

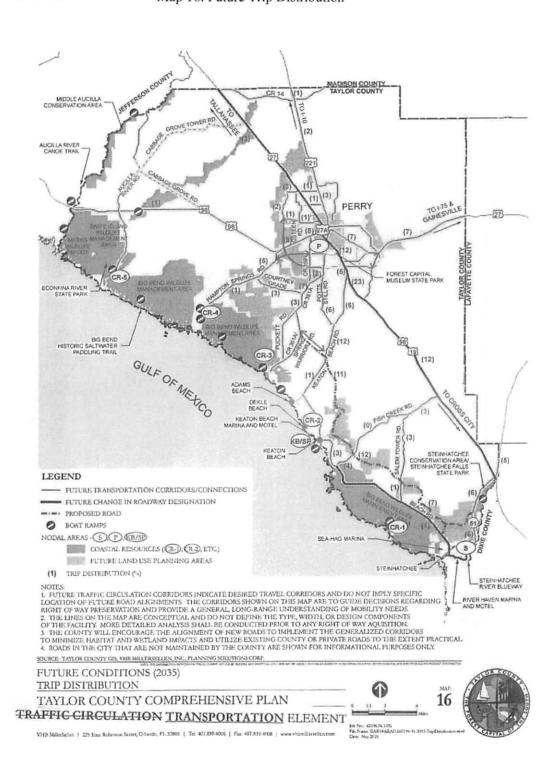


ILLUSTRATION A-IXa EMERGENCY EVACUATION ROUTES MAP 2035

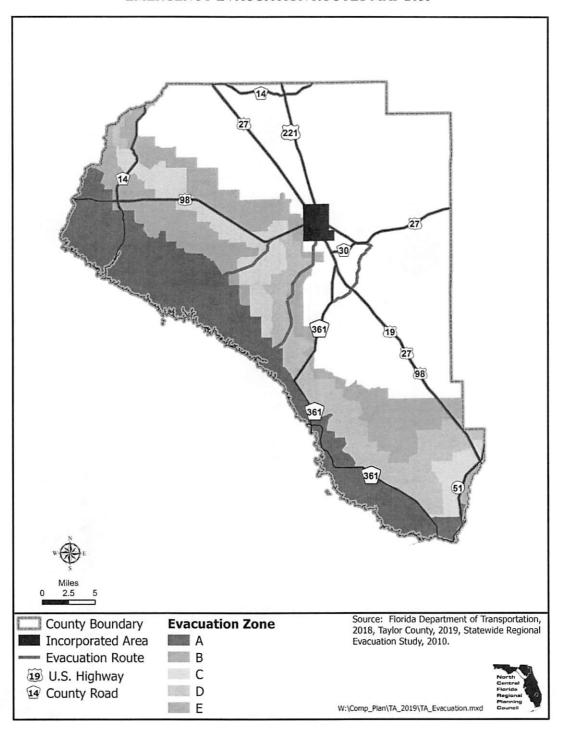


ILLUSTRATION A-IXb BICYCLE AND PEDESTRIAN FACILITIES MAP 2035

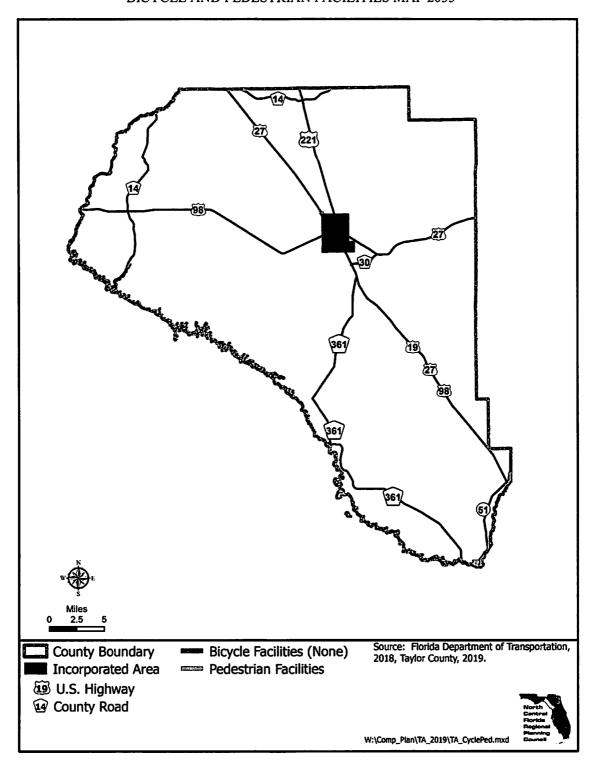


ILLUSTRATION A-X HIGH GROUND WATER AQUIFER RECHARGE AREAS

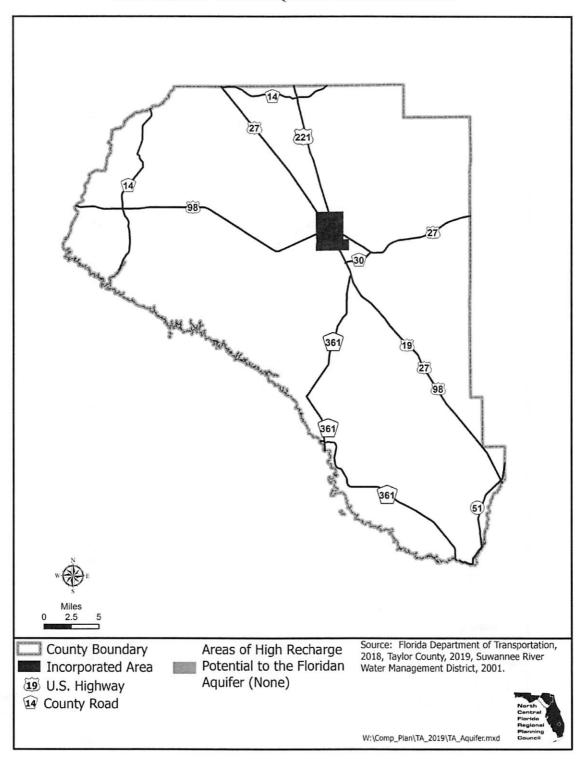


Illustration XIa

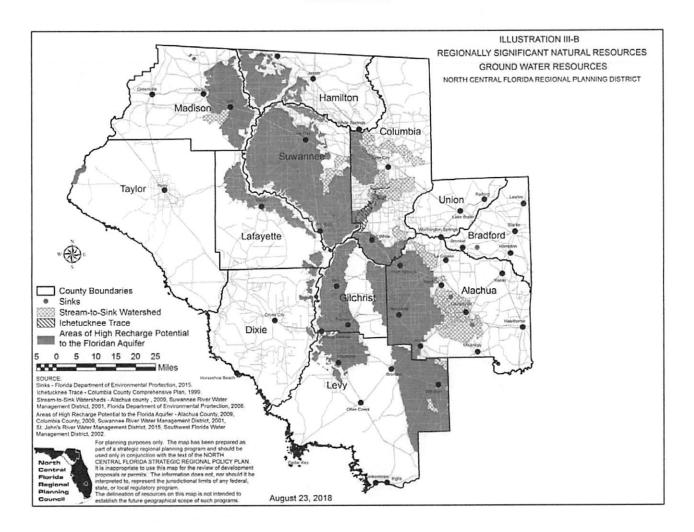


Illustration XIb

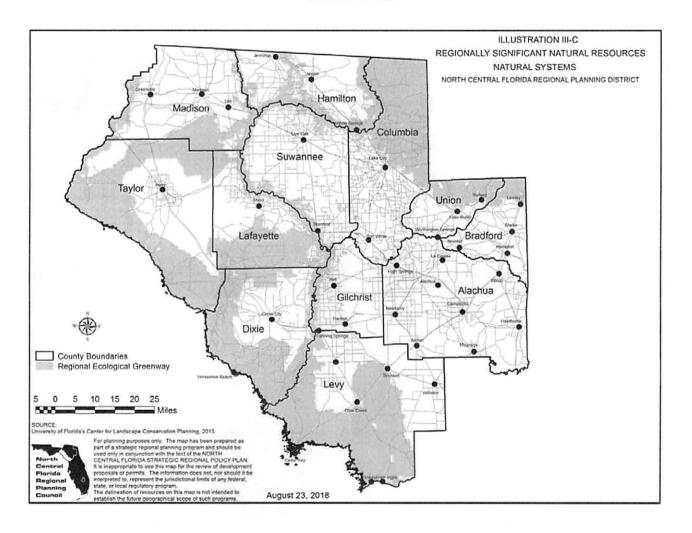
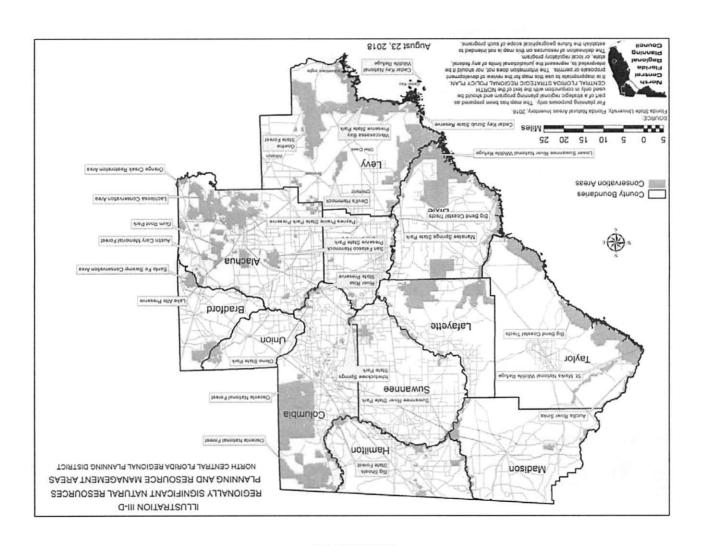


Illustration XIc



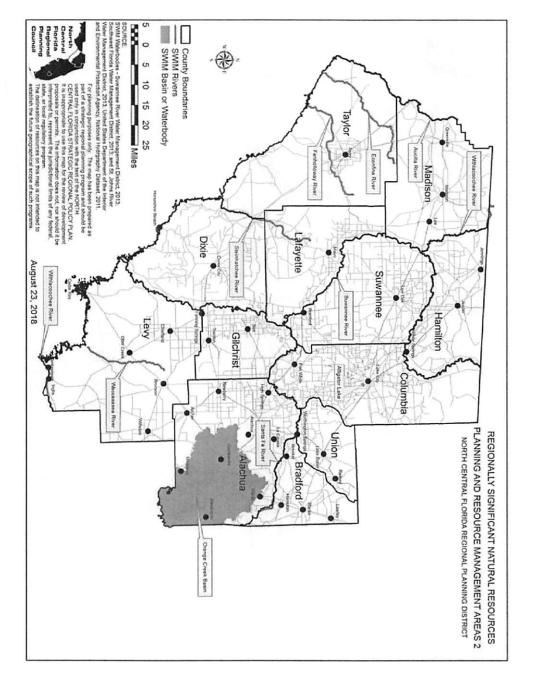
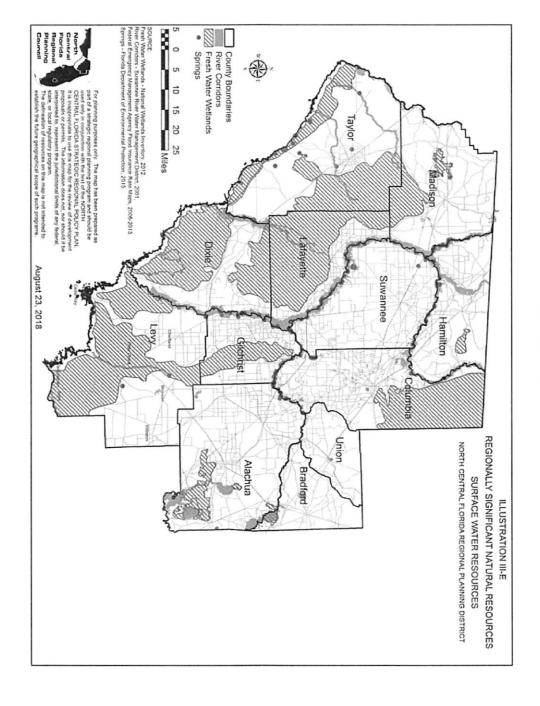
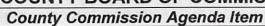


Illustration XIe



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TAYLOR COUNTY BOARD OF COMMISSIONERS



SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF THE CHW, INC. SURVEYING PROPOSAL AS PART OF THE DEAD MAN'S CURVE REALIGNMENT PROJECT ON BEACH RD (CR 361).

MEETING DATE REQUESTED:

September 17, 2019

Statement of Issue:

The Board has requested that Staff work toward Right-of-Way acquisition and realignment of a section of Beach Rd (CR 361) known locally as Deadman's Curve to address concerns with the prior accident history and the safety of the current configuration.

Recommended Action:

The Board of County Commissioners should approve CHW's proposal to provide the requested Professional Surveying services in accordance with the terms and conditions of their Task Order Contract and as more fully described in their proposal.

Fiscal Impact:

FISCAL YR 2019/20 - \$8,640.00 Phase A; \$13,000.00 Phase B

Budgeted Expense:

NO

Submitted By:

COUNTY ENGINEER

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

At its May 21, 2019 meeting, The Board of County Commissioners discussed the issues and concerns with pursuing realignment of a section of Beach Rd (CR 361) known locally as Deadman's Curve. This realignment is to address concerns with the prior accident history and the safety of the current configuration. Staff has presented and the Board reviewed the expected affected adjacent properties and has further adressed the sequence of acquisition and the ultimate realignment, construction and abandonment.

To this extent, Staff requestd a surveying proposal from CHW, Inc. to acquire the needed information to finalize a corridor and design alignment as well as sufficient information to eventually prepare legal descriptions for the expected acquisitions. The attached proposal is divided into two phases, A and B. Phase A is solely to collect sufficient information to finalize the alignment in the "real-world" and be able to quantify and describe the effect on each adjacent parcel. This is the information that will be needed for acquisition agreement(s) and appraisals. Phase B services would obtain the information needed to complete the engineering design for the

reconstruction of the roadway. Separating the proposal in this manner prevents expending unnecessary funds in the event that the project were to meet a stumbling block.

Therefore, Staff recommends that the Board of County Commissioners approve CHW's proposal to provide the requested Professional surveying services in accordance with the terms and conditions of their current Task Order Contract and as more fully described in their proposal. If approved, the Board must also identify a funding source for the requested services as a cost center has yet to be established.

Options:

- 1) Aprove CHW's Surveying proposal and identify a funding source for such services.
- 2) Reject and or modify CHW's Surveying proposal and state reasons for such.

Attachments:

CHW Surveying Proposal – Dead man's Curve



September 9, 2019

Kenneth Dudley, PE County Engineer Taylor County Board of County Commissioners 201 East Green St. Perry, FL 32347

RE:

SR 361 (Dead mans Curve) Re-Alignment

Perry, Taylor County, Florida

Dear Kenneth:

The you for considering CHW for professional land surveying services. We submit this proposal is pursuant to your request for proposal to assist with the re-alignment of dead mans curve. The following is our understanding of the requested scope of services:

Phase "A" - SR 361 Right of Way Re-alignment:

To assist with the Re-alignment of SR 361 CHW will provide the following:

- 1. Collect sufficient boundary data of the existing Right of way of SR 361 and affected parcels.
- 2. Prepare a Right of way acquisition map for properties to be transferred to Taylor County
- 3. Prepare legal descriptions for each right of way acquisition parcel
- 4. Monument the new alignment and R/W lines.

Phase "B" - Topographic Route Survey:

CHW will prepare a Topographic Route Survey to assist with the re-alignment, as highlighted in red and shown on the attached map.

We will obtain sufficient spot elevations within the defined areas to identify grade breaks and generate a one (1) foot interval contour map. Spot elevations will be depicted on impervious surfaces to the nearest one-hundredth of a foot and collected at 50' intervals. The survey will include the locations of all visible improvements such as roadway, driveways, fencing, etc.; the locations of all visible utility structures such as, utility poles & drainage structures, including elevations of their tops and inverts where accessible; and the location of any other significant features within the right-of-way. In addition, all trees will be located in accordance with the Taylor County Land Development regulations. Underground utilities will be located based on visible evidence, available utility maps, and in conjunction with electromagnetic locations by this office.

The Right of Way lines will be mapped based on existing monumentation and will be tied to State Plane Florida North Zone (NAD 83) coordinates. The Vertical control will be based on NAVD 88 datum. An alignment will be created along the Right of Way Centerline. Project controls will be established at approximate 500 foot intervals and will be tied to the alignment by Station & Offset.

Note: This fee proposal does not include the excavation of underground utilities. During the design phase, should the team identify areas where utilities need to be excavated, we will provide a separate proposal for the service.

The above described survey services will be provided for a lump sum fee of \$21,640.00. This fee is based on the follow phased breakdowns.

Phase "A" - SR 361 Right of Way Re-alignment

	CHW Surveying						Total	
	PA	CAD	PSM	Field Crew	Director / PSM	Subtotal	Subtotal	_
	\$50	\$80	\$115	\$115	\$150	Hours	Cost	
Professional Services								
A1. Field Work:								
Establishing horizontal controls				12		12	\$1380.00	\$1,380.00
Boundary / Improvement locations				16		16	\$1,840.00	\$1,840.00
Placement of permanent site control				12		12	\$1,380.00	\$1,380.00
Subtotal								\$4,600.00
A2. Office: Mapping and Review:								
Research	2		8			10	\$1,020.00	\$1,020.00
Data manipulation			4			4	\$460.00	\$460.00
Data process (mapping)		32				32	\$1,920.00	\$1,920.00
QC Mapping/PSM Review			4			4	\$460.00	\$460.00
QC site walk through/Final PSM Review					4	4	\$600.00	\$600.00
Subtotal								\$4,040.00
Subtotal	2	32	16	40	4	94		
Total Lump Sum								\$8,640.00

Phase "B" - Topographic Route Survey

	CHW Surveying						Total	
	PA CAD PSM Field Crew Director / PSM Subtotal Subtotal							
	\$50	\$80	\$115	\$115	\$150	Hours	Cost	
Professional Services								
A1. Field Work:								
Establishing vertical control				12		12	\$1,380.00	\$1,380.00
Spot observations (topography)				40		40	\$4,600.00	\$4,600.00
Placement of permanent site control				12		12	\$1,380.00	\$1,380.00

Subtotal								\$7,360.00
A2. Office: Mapping and Review:								
Research			4			4	\$460.00	\$460.00
Data manipulation			8			8	\$920.00	\$920.00
Data process (mapping)		40				40	\$3,200.00	\$3,200.00
QC Mapping/PSM Review			4			4	\$460.00	\$460.00
QC site walk through/Final PSM Review					4	4	\$600.00	\$600.00
Subtotal								\$5,640.00
Subtotal	0	40	16	64	4	124		
Total Lump Sum								\$13,000.00

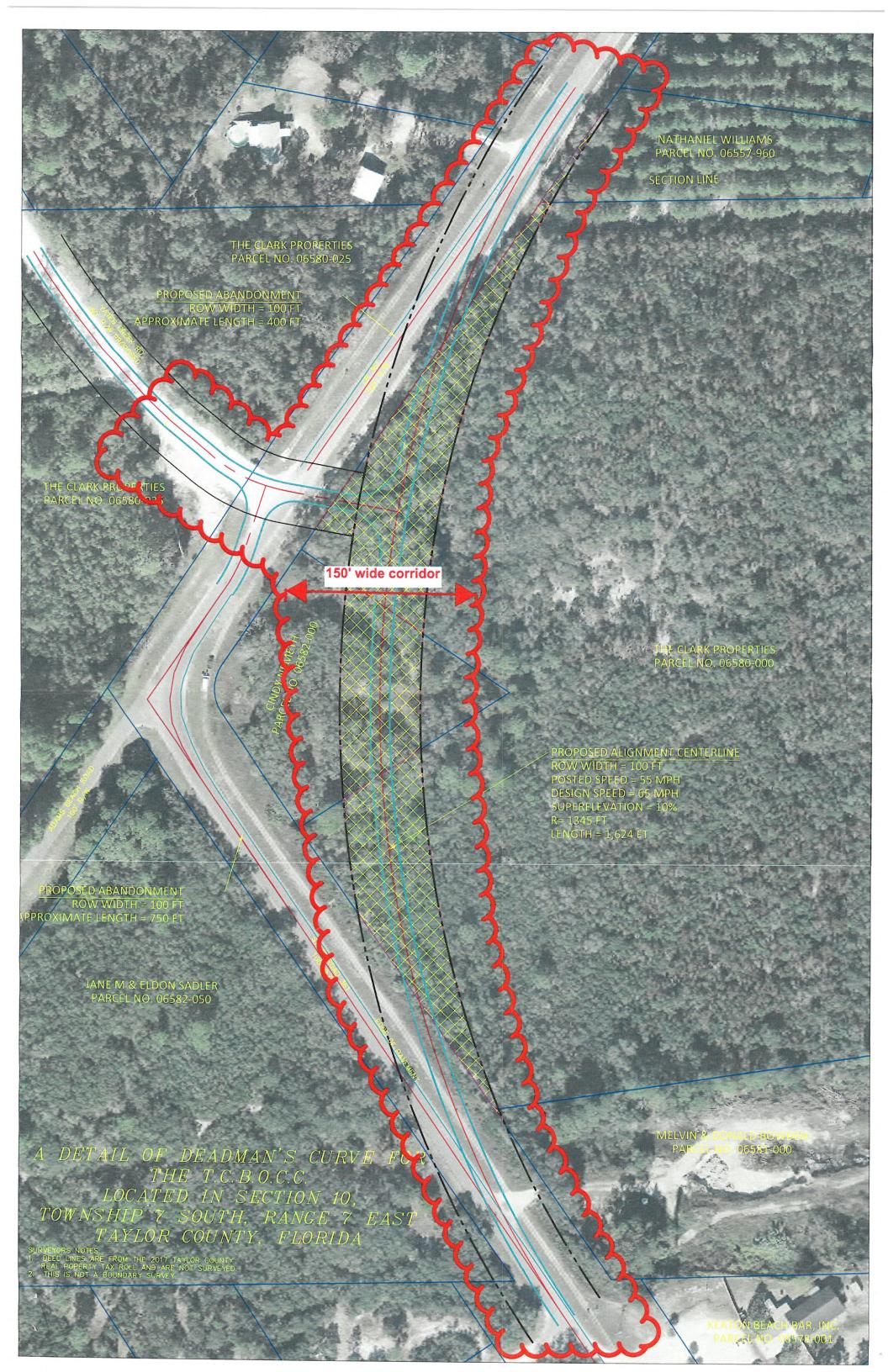
We will certify the surveys to those you designate. We will deliver five (5) certified copies of the Survey as well as a digital copy in PDF and AutoCad formats.

We trust you find our scope and fee acceptable; otherwise, please do not hesitate to call should you have any questions or comments. We look forward to receipt of a Purchase Order as it will be our Notice to Proceed.

Sincerely, CHW

Aaron H. Hickman, PSM Director of Surveying

H:\Proposals-ALTA Standards\Taylor County_Deadmans Curve_RW Realignment & Topo Route Survey_190905.docx



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to consider approval of contract with Live Oak Pest Control for pest control services for Thirteen (13) county buildings for a three (3) year contract term.

MEETING DATE REQUESTED: September 17, 2019

Statement of Issue: Consider contract approval for pest control

Fiscal Impact: \$3,055.60

Budgeted Expense: Yes X No N/A

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County Facilities Maintenance staff prepared quote sheets for pest control services for the Taylor County Courthouse, Tax Collector/Driver's License Office, Historical Society, Administrative Complex, Shady Grove Community Center, Supervisor of Elections Office, Steinhatchee Community Center, Airport Terminal & Grants Office, Animal Control Complex, Civil Air Patrol Building, County Extension (offices, main building & classrooms), Public Library and Public Works (main office, mechanic's office & Purchasing Office). The quote sheets allowed a submittal deadline of September 6, 2019 and were mailed to eight (8) pest control vendors, resulting in four (5) respondents. The yearly quote sheets responses are as follows:

Location	Florida Pest Control	Live Oak Pest Control	Messick Pest Control	Dorman's Pest Control	Southern Property Home Inspections
Courthouse:	\$630.00	\$480.60	\$480.00	\$3,900.00	\$660.00
Historical Society:	\$240.00	\$227.00	\$204.00	\$624.00	\$230.00
Driver's License:	\$240.00	\$227.00	\$204.00	\$540.00	\$230.00
Stein Comm. Center:	\$240.00	\$227.00	\$204.00	\$660.00	\$280.00
Supervisor of Elections:	\$240.00	\$227.00	\$420.00	\$540.00	\$280.00
Shady Grove Comm. Cntr:	\$240.00	\$227.00	\$0.00	\$624.00	\$230.00
Administrative Complex:	\$240.00	\$162.00	\$480.00	\$780.00	\$260.00
Airport:	\$240.00	\$162.00	\$204.00	\$540.00	\$260.00
Animal Control:	\$300.00	\$162.00	\$420.00	\$480.00	\$480.00

Civil Air Patrol Building: County Extension:	\$240.00 \$360.00	\$162.00 \$403.00	\$144.00 \$480.00	\$480.00 \$648.00	\$210.00 \$260.00
Library:	\$240.00	\$227.00	\$420.00	\$636.00	\$210.00
Public Works:	\$360.00	\$162.00	\$204.00	\$660.00	\$260.00
TOTAL:	\$3,810.00	\$3,055.60	\$3,864.00	\$11,112.00	\$3,850.00

The lowest quote received was from Live Oak Pest Control in the amount of \$3,055.60. A 5% adjustment to the quote as a non-local quote equaled \$3,208.38, which, is still less than the lowest local vendor.

Based on the results of the quote requests, staff recommends that the Board approve contractual services with Live Oak Pest Control for the locations specified.

Options:

1. Approve the contract

2. Deny the contract

Attachments:

1. Copy of contract

2. Quote result memorandum

CONTRACT FORM

This contract made the	day of	, 2019 between TAYLOR COUNTY,
hereinafter called the COUNT	Y, and LIVE OAK PEST	CONTROL, INC., hereinafter called
the CONTRACTOR.		

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

1. SCOPE OF WORK. The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the Pest Control Treatment. The Contractor agrees to provide all materials in association with the Pest Control Treatment in accordance with the quote submitted for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:

Provide monthly treatment for all floors, offices and accessory buildings for General Household Pests; such as ants, roaches, mice, silverfish, etc. and treat problem areas as needed. Contractor will provide all equipment, pesticides, and other supplies necessary to correctly perform the contract work according to industry standards. Contractor shall comply with any and all state and federal laws and regulations relating to exterminating services.

<u>Staff</u>: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the yearly sum of:

Taylor County Cour	tno	use						
General pest control:	\$	480.60	Annual termite inspection:	\$	N/A			
Historical Society								
General pest control:	\$	162.00	Annual termite inspection:	\$	65.00			
Driver's License Off	ice							
General pest control:	\$	162.00	Annual termite inspection:	\$	65.00			
Steinhatchee Commu	ınit	y Center						
General pest control:	\$	162.00	Annual termite inspection:	\$	65.00			
Supervisor of Election	ns (Office						
General pest control:	\$	162.00	Annual termite inspection:	\$	65.00			
Shady Grove Comm	unit	y Center						
General pest control:	\$	162.00	Annual termite inspection:	\$	65.00			
Taylor County Administrative Complex								
General pest control:	\$	162.00	Annual termite inspection:	\$	N/A			
Airport / Grants (Airport Terminal & Grants Office)								
General pest control:	\$	162.00	Annual termite inspection:	\$	N/A			
Animal Control Com	ple	x (Office, Kennel & F	eline Housing)					
General pest control:	\$	162.00	Annual termite inspection:	\$	N/A			
Civil Air Patrol Build	ding	,						
General pest control:	\$	162.00	Annual termite inspection:	\$	N/A			
County Extension Office (Main Building, Offices & Classrooms)								
General pest control:	\$	318.00	Annual termite inspection:	\$	85.00			
Public Library								

General pest control: \$ ______ Annual termite inspection: \$ _____ 65.00

Taylor County Public Works (Main Office, Mechanic's Office and Purchasing Building)

General pest control: \$ 162.00 Annual termite inspection: \$ N/A

Termite treatment, when deemed necessary, shall require a separate Purchase Order based on an amount agreed upon by the contractor and Taylor County. General household Pest problem areas requiring treatment in addition to the normal thirty (30) day interval shall be provided at no additional charge.

- 3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 3 (three) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.
- 4. **ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.
- 5. **TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

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

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

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

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

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

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

- 8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.
- 9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

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

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

notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

- 12. ACCESS TO RECORDS. The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.
- 13. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.
 - (a) The Contractors proposal
 - (b) This Instrument

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

- 14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project: <u>Taylor County Facilities Maintenance</u>

 Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500,

 Ext. 1.
- 15. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

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

TAYLOR COUNTY

(OFFICIAL SEAL)	Pam Feagle Chairperson
ATTEST: ANNIE MAE MURPHY Clerk of the Circuit Court	
WITNESSES:	CONTRACTOR
	Live Oak Pest Control, Inc.
STATE OF FLORIDA COUNTY OF TAYLOR	
The foregoing instrument was acknowledge 2019, who did not take an oath.	ed before me this day of, who is personally known to me and
NOTARY PUBLIC My Commission Expires:	

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

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

POST OFFICE BOX 167 411 N. WASHINGTON STREET PERRY, FLORIDA 32348 IN MEMORIAL OF KATHLEEN MCCARTHY BIBHOP 1966-2013 (850) 584-6113 FAX (850) 584-2433

September 10, 2019

VIA E-MAIL

Ms. Lawanda Pemberton County Administrator County Offices 201 E. Green Street Perry, Florida 32347

Re: Live Oak Pest Control Contract

Dear Lawanda:

Pursuant to your request, I have reviewed the Contract.

It looks okay to me but shouldn't they (Live Oak Pest Control) give the County a warranty? Just asking.

Of course, if the bid did not have that requirement, no reason to ask.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

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



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the response to the Florida Department of Economic Opportunity CDBG Program Compliance Monitoring Review.

MEETING DATE REQUESTED:

September 17, 2019

Statement of Issue:

The Florida Department of Economic Opportunity conducted an on-site monitoring visit of the CDBG

Program on June 18, 2019. There were no findings and two concerns. The County is required to respond to findings

and concerns of the review.

Recommended Action: Approve the response to the CDBG Program monitoring

visit.

Fiscal Impact:

Not applicable at this time.

Submitted By:

Jami Boothby, Grants Coordinator

Contact:

Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Department of Economic Opportunity

conducted an on-site monitoring visit of the CDBG Program on June 18, 2019. There were no findings and two (2) concerns mentioned. Concern 1 found the County's Section 504 Transition Plan was not up to date. Staff has updated the Section 504 Transition Plan and it was approved by the Board at the September 3, 2019 meeting.

Concern 2 found a \$40.00 overpayment to a contractor for the demolition/new construction of a home. Staff contacted the contractor and received a check from the contractor to

reimburse \$40.00 to the County.

Attachments:

FDEO On-site monitoring review, Response to the

monitoring review, Updated Section 504 Transition Plan,

Copy of contractor check reimbursement.

Ron DeSantis GOVERNOR



Ken Lawson

EXECUTIVE DIRECTOR

August 16, 2019

The Honorable Pam Feagle Chairperson, Taylor County Board of County Commissioners 201 East Green Stree Perry, Florida 32347

RE:

On-Site Monitoring Report - June 18, 2019

Small Cities Community Development Block Grant (CDBG) Program

Contract Number: 18DB-OM-03-72-01-H02

Dear Commissioner Feagle:

Patrick Howard, grant manager for the County's subgrant agreement with the Florida Department of Economic Opportunity (DEO), met with representatives of the County on June 18, 2019, to monitor the CDBG project identified above. This letter, which contains no findings and two concerns, is a summary of that visit. Monitoring includes an examination of documents related to the project for compliance with the CDBG program rules, state statutes, and federal regulations and viewing the construction site(s) if sufficient work has been completed. The following areas were monitored for compliance:

- Audit Review
- Environmental Review
- Equal Employment Opportunity, Section 504/ADA Requirements and Section 3
- Fair Housing Requirements
- · Financial Management System Review
- Financial Management Transaction Testing
- Housing Rehabilitation/Temporary Relocation/National Objective
- Program Administration

A concern is an issue that, if not addressed and corrected, may later result in a finding. If a finding or concern requires a written response to DEO, it must be submitted within 45 days of the day the letter is received. Requests for Funds may not be processed if a written response to a finding or concern is past due.

The following is a summary of the monitoring activities and the conclusions that were reached.

Audit Review

A Single Audit under title 2 Code of Federal Regulations (CFR) part 200 must be performed and submitted to DEO for any Federal Fiscal Year (FFY) during which the subgrant was open and the total of all federal funds that the County expended during the year was at least \$750,000. Audit reports are due to DEO by June 30 following the end of the fiscal year for which an audit was required. The audit is submitted to ensure

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399 850.245.7105 | www.floridaJobs.org www.twitter.com/FLDEO | www.facebook.com/FLDEO

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compliance with all federal and state regulations and to ensure that the County has taken corrective actions in response to findings from a previous audit report, if applicable.

The County expended more than \$750,000 for FFY 2018. The County submitted an audit to DEO for the FFY 2018 and the same has been reviewed. There are no issues.

There were no findings or concerns related to Audit Review.

Environmental Review

As required by title 24 CFR section 58.5, recipients of federal funds must conduct an environmental review of the project and its activities. They must certify compliance with applicable federal regulations, as well as state and local laws. The grant manager reviewed the County's files to ensure that it had provided DEO with all necessary environmental review records, as required by statute, federal regulations, and the subgrant agreement. The environmental review record, particularly the assessment action, was reviewed in detail. DEO approved the environmental review on May 16, 2018, and released the project funds. The grant manager reviewed the expenditures to determine if more than \$5,000 was expended prior to the release of funds.

There were no findings or concerns related to the Environmental Review.

Equal Employment Opportunity, Section 504/ADA Requirements and Section 3

Recipients of federal funds must comply with Equal Employment Opportunity (EEO) requirements. The monitoring consisted of a review of the County's employment policy, employment advertising and hiring practices. The grant manager checked to make sure that the County had designated an EEO coordinator, published contact information as required, and established and maintained a system for tracking EEO complaints.

Section 504 of the Rehabilitation Act of 1973 (29 United States Code 794) requires recipients of federal funds to complete a self-evaluation of their physical facilities and to make all public facilities handicap accessible by July 1, 1991. If structural changes could not be accomplished by that date or the community acquired a facility after 1991 that was not accessible, the County was required to develop a transition plan and document the progress toward making it accessible to physically and mentally disabled people. The Americans with Disabilities Act (ADA) of 1990, as amended, (Title II, title 28 CFR part 35, and Title III, title 28 CFR part 36) prohibits discrimination on the basis of disability in employment, state and local government services, public accommodations, commercial facilities, transportation and telecommunications.

The grant manager checked to make sure that the County had designated a Section 504/ADA coordinator, published contact information as required, and established and maintained a system for tracking Section 504/ADA complaints. He also inspected the County's CDBG program office and other facilities for accessibility issues and reviewed the County's transition plan to see if it was completed or on schedule. The grant manager reviewed compliance with Section 3 of the Housing and Community Development Act of 1968 (title 24 CFR part 135). Section 3 requires recipients of U.S. Department of Housing and Urban Development (HUD) funds and the contractors employed with such funds to make efforts to ensure economic opportunities generated by HUD funds are open to local low-income residents and businesses owned and operated by low-income persons.

There were no findings related to the area of Equal Employment Opportunity, Section 504/ADA Requirements or Section 3.

Concern 1: The County's Section 504 Transition Plan was not up to date.

Required The County must evaluate their properties for handicap accessibility and

Action: update their Section 504 Transition Plan.

Fair Housing Requirements

The County's Fair Housing Ordinance and all activities conducted in accordance with Attachment E to the subgrant agreement were reviewed. Compliance with sections 760.20 through 760.37, Florida Statutes, and Title VI of the Civil Rights Act of 1968 was also reviewed. The County has developed a public information program using (delete the text in this text field while locked and add the media events or ads, brochures, posters, displays, presentations at meetings or schools, etc that were used) to inform all segments of the community of their Fair Housing rights and responsibilities. The County has also designated a Fair Housing coordinator, published contact information as required, and established and maintained a system for tracking Fair Housing complaints.

The County has completed the following Fair Housing activities:

First Quarter 2018 - Ran fair housing advertisement in the Perry Newspaper.

Second Quarter 2018 - Conducted a fiar housing workshop on 6/6/2018.

Third Quarter 2018 - Ran fair housing advertisement in Perry Newspaper on 9/17/2018.

Fourth Quarter 2018 - Mailed fair housing letter and flyer to real estate professionals on 12/12/2018.

First Quarter 2019 - Ran fair housing advertisement in the Perry Newspaper 2/20/2019.

Second Quarter 2019 - Held fair housing workshop on 6/24/2019.

There were no findings or concerns related to Fair Housing Requirements.

Financial Management System Review

The grant manager reviewed the County's financial management system to ensure compliance with requirements for fund control, cost allowability and accountability as identified in title 2 CFR sections 200.300-200.309 and other applicable regulations. In reviewing the County's record-keeping system, he examined documentation to confirm that the CDBG funds were incorporated into the County's annual operating budget; reviewed how accounting records, including case receipts and disbursement ledgers, were maintained; checked for evidence that duties were segregated; checked for timely expenditure of funds; established whether the request for funds file was complete; and ensured compliance with audit procedures.

There were no findings or concerns noted in the area of Financial Management System Review.

Financial Management Transaction Testing

A random sample of Requests for Funds (RFFs) was traced through the financial management system to verify the basis upon which the requests were made. The grant manager traced the canceled checks for these RFFs through the County's financial management system to ensure it maintained proper documentation (i.e.

invoices, payment vouchers, detailed journal entries and ledger postings). RFFs numbers one and two were reviewed. Additionally, the grant manager traced the following transactions through the County's system:

1.	Check # 58100	Government Services Group, Inc.	\$17,636.67
2.	Check # 59012	Government Services Group, Inc.	\$16,523.33
3.	Check # 58444	PB03 Environmental Review	\$300.00
4.	Check # 59188	Government Services Group, Inc.	\$20,409.99
5.	Check # 57774	Perry Newspapers	\$709.77
6.	Check # 59162	Annie Mae Murphy, Clerk of Court	\$2,228,65
7.	Check # 59110	Kristina Marie Smith	\$300.00
8.	Check # 59913	Florida Homes, Inc.	\$51,873.00
9.	Check # 59914	Florida Homes, Inc.	\$38,351.00
10.	Check # 60195	Jerry Walters Construction	\$33,951.00
11.	Check # 60288	J.G. Enterprises, Inc.	\$31,995.00
12.	Check # 60475	Florida Homes, Inc.	\$26,277.00
13.	Check # 60482	J.G. Parker Enterprises, Inc.	\$58,418.00
14.	Check # 60591	J.G. Parker Enterprises, Inc.	\$58,584.00
15.	Check # 60595	Jerry Walters Construction	\$33,951.00

There were no findings or concerns noted under the area of Financial Management Transaction Testing.

Concern 2: Our review of the County's Financial Records noted that the County paid check number 60288 in the amount of \$31,995 to J.G. Parker for the first draw of R. Edwards' home. This is \$40.00 over the Request for Payment and Payment Authorization, which both state \$31,955, however, the CDBG Payment Authorization Memorandum states \$31,995. Only \$31,955 was reimbursed in CDBG funds under Request for Funds Two.

Required Response:

Provide a written response to DEO that states that the County will put measures in place to avoid this occurring again. Additionally, provide documentation showing that the contractor reimbursed or creditted the County the \$40.00

Housing Rehabilitation/Temporary Relocation/National Objective

The grant application proposed to rehabilitate or demolish and replace 11 homes within the County's jurisdiction. At the time of monitoring, five homes were completed, zero homes were under contract, and two homes were out for bids. The grant manager checked to make sure that each home was occupied by a low- or moderate-income (LMI) person, meeting the LMI national objective.

The grant manager reviewed three rehabilitation files for compliance with program requirements, including consistency with your Housing Assistance Plan. Each file was examined to determine if the County had conducted a site specific environmental review on the property prior to work beginning and was reviewing the status of work prior to making a payment to the contractor. He also checked to make sure that each unit was properly inspected during construction and upon completion, and that a certificate of occupancy or other similar document was issued.

The grant manager reviewed files to ensure that only qualified, licensed contractors were performing construction work, as required by state law. If applicable, the files were reviewed for compliance with the

County's relocation policy, including any temporary relocation activity and expenditure of CDBG funds in excess of the amounts set forth in the County's Housing Assistance Plan.

There were no findings or concerns related to Housing Rehabilitation activities.

Program Administration

This review focuses on whether the County has a project management system that complies with program requirements. The grant manager reviewed the filing system and record retention procedures for compliance with title 24 CFR section 570.490(b), (c), and (d). Project progress was compared to Attachment C of the subgrant agreement to determine if performance and expenditures were on time.

The grant manager was able to document that \$50,000 of leverage funds had been spent. The County has documented all of the required leverage. He also observed that the County had not received any citizen complaints related to the project.

There were no findings or concerns noted under the area of Program Administration.

The County must continue to administer the subgrant according to federal and state laws, the program rules, and sound management practices. At this time, no additional monitoring visits are planned.

Please contact Ted Court, Government Operations Consultant III, at (850) 717-8429 or at Ted.Court@deo.myflorida.com if there are any questions about this report.

Sincerely,

Kate Doyle, Bureau Chief

Bureau of Small Cities and Rural Communities

KD/ph

cc: Ms. Melody Cox, Director of Grants Administration, Taylor County

Mr. James F. (Jay) Moseley, Senior Consultant, Government Services Group, Inc.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 *Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

September 9, 2019

Kate Doyle
Bureau Chief
Bureau of Small Cities and Rural Communities
Department of Economic Opportunity
Caldwell Building
107 E. Madison Street
Tallahassee, FL 32399.

Re: CDBG Monitoring Response for DEO Monitoring Letter dated August 16, 2019

Dear Ms. Doyle,

In response to the above referenced monitoring letter, we submit the following documentation so that we can clear up the two concerns referenced in the monitoring report:

Concern # 1 – Update of Section 504 Transition Plan

The updated Section 504 Transition Plan was adopted by the County Commission on September 3, 2019. Please see attached copy of the updated plan and minutes of the meeting.

Concern # 2 - Overpayment to J. G. Parker Enterprises

A check was received totaling \$40.00 from J. G. Parker reimbursing the County for the overpayment on August 19, 2019. Please see the attached documentation.

Thank you for the opportunity to receive the much needed CDBG funding, we very much appreciate all that you do!

Respectfully,

Pam Feagle, Chair

TAYLOR COUNTY, FLORIDA

2019-2020

TRAUSITION PLAN,
EVALUATION PLAN,
EVALUATION PLAN,
TRAUSITION PLAN,
TRAUS





TABLE OF CONTENTS

I.	General Policy	PAGE 1				
	A. Applicability	1				
	B. Section 504 Law and Regulations	1				
	C. Definitions	1				
II.	Communications	3				
	A. Auxiliary Aids	3				
III.	Employment	3				
	A. General Prohibitions	3				
	B. Reasonable Accommodation	3				
	C. Employment Criteria	3				
IV.	Program Accessibility	4				
	A. General Requirements	4				
	B. Non – Housing, Roadway, Pedestrian Facilities	4				
V.	Enforcement	5				
	A. Assurance	5				
	B. Self – Evaluation	5				
	C. Designation of Responsible Employee	6				
VI.	Grievance Procedures/Complaint Resolution	6				
	A. General Provisions	6				
	B. Notice	6				
	C. Grievance Procedures	6				
	D. Compliance Information	7				
	E. Discrimination Complaints/Grievances	8				
	F. Complaint/Grievance Resolution	8				
	Board Approval of Section 504 Compliance Policy	9				
	Attachments					
Α.	Self-Evaluation Plan					
В.	Self-Evaluation/Transition Plan Preparation	13				
	Participating Parties					
Э.	Transition Plan	14-15				



I. GENERAL POLICY

A. APPLICABILITY

Taylor County's Section 504 Compliance Policy establishes procedures and guidelines that shall be used to effectuate compliance with nondiscrimination based on handicap to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed activities shall be accomplished in compliance with applicable state and federal laws. For roadways, the Taylor County Capital Improvement Plan (CIP) is the transition plan. Each project includes surveys of pedestrian facilities, designs for corrections of identified deficiencies, engineering and construction plans needed for the corrections, and inspections to verify the work was completed in accordance with ADA compliance standards.

B. SECTION 504 LAW AND REGULATIONS

Laws relative to nondiscrimination based on handicap in federally assisted programs may be found in Section 504 of the Rehabilitation Act of 1973 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), and 24 CFR, Part 8. The provisions of these nondiscriminatory procedures shall not be construed to conflict with or supersede the requirements of any other applicable state or federal laws or regulations. In regard to programs or activities in connection with federal grant administration regulations relating to nondiscriminatory practices are promulgated in the Uniform Federal Accessibility Standards (UFAS). This document, which sets standards for facility accessibility by physically handicapped persons for federally funded facilities, roadways, projects, programs, and/or activities, is hereby incorporated by reference. Future state or federal regulations applicable to nondiscriminatory practices shall supersede and/or supplement this policy.

C. DEFINITIONS

- 1. <u>"Accessible,"</u> when used with respect to the design, construction, or alteration of a facility or a portion of a facility, means that the facility or portion of the facility when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps.
- 2. <u>"Accessible Route"</u> means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and



reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.

- 3. "Adaptability" means the ability of certain elements such as, but not limited to, sinks, toilets, grab bars, ramps, and railings, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.
- 4. <u>"Auxiliary aids"</u> means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e. readers, Braille material, audio recordings, telephone communication devices for deaf persons (TDD's), interpreters, etc.).
- 5. <u>"Individual with handicaps"</u> means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
- 6. "Qualified individual with handicaps" means:
 - with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
 - b. with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that Taylor County can demonstrate would result in a fundamental alteration in its nature; or
 - c. with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.
- 7. <u>"Undue hardship"</u> means financial or administrative burdens, which would be imposed on the operation of Taylor County's program. Factors to be considered include:



- a. The overall size of Taylor County's program with respect to number of employees, number and type of facilities, and size of budget;
- b. The type of Taylor County's operation, including the composition and structure of the workforce; and
- c. The nature and cost of the accommodation needed.

II. COMMUNICATIONS

A. AUXILIARY AIDS

Taylor County shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The County is not required to provide individually prescribed devices or other devices of a personal nature. Where the County communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf person (TDD's) shall be used. The telephone number to utilize the TDD is (800) 955-8770. This is a statewide Telecommunication Relay Service. The Relay Service provides 24-hour telephone access staffed by specially trained Communications Assistants using special telecommunications equipment. Taylor County shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls County offices prior to the event and communicated to an employee the particular problem, which he or she has, assistance will be provided accordingly. However, Section 504 does not require the County to take any action that the County can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

III. EMPLOYMENT

A. GENERAL PROHIBITIONS

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance.



B. REASONABLE ACCOMMODATION

Taylor County shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the County can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The County may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

C. EMPLOYMENT CRITERIA

Taylor County will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of any applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of a handicap. The County may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

IV. PROGRAM ACCESSIBILITY

A. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because Taylor County's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

B. NON – HOUSING FACILITIES

New non-housing facilities including roadway and pedestrian facilities, shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alteration to existing non – housing, roadway and pedestrian facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps and completed in accordance with ADA standards.

METHODS

Taylor County may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or construction of



additional facilities, or alterations to existing facilities. The County is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

2. HISTORIC PRESERVATION PROGRAMS OR ACTIVITIES

In meeting Section 504 requirements in historic preservation programs or activities, Taylor County shall give priority to methods that provide physical access to individual with handicaps. However, in cases where a physical alteration to a historic property would substantially impair the "significant historic features" of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reason for noncompliance shall be completely documented.

V. ENFORCEMENT

A. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate Taylor County for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the County for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the County for the period during which Federal financial assistance is extended.

B. SELF-EVALUATION

Taylor County shall, as expeditious as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

- Evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504.
- 2. Modify any policies and practices that do not meet the requirements of Section 504.



3. Take appropriate corrective steps to remedy the discrimination.

The attached Self–Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of area examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

C. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts with Section 504. The responsible person designated is ______ Assistant _____ County Administrator ____ and can be reached at telephone number ______ 850-838-3500 ext. 102 _.

VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

A. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.

B. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and union and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs. The notification shall also include an identification of the responsible employee designated to coordinate with Section 504 (See Section V, Paragraph 3 above). The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of noticed or publication in newspapers. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population likely to be affected directly by a federally assisted program who have visual or hearing impairments are provided with the information necessary to understand and participate in the program.



C. GRIEVANCE PROCEDURES

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing, the person identified as Coordinator on page 6 of this policy. The grievance must be filed within thirty days of the alleged discriminatory act and must give the following:

- 1. Name and address of the complainant.
- 2. Name and address of the alleged offending party.
- 3. Specific details, in a near chronological order, of the events leading to the alleged action.
- 4. The alleged discrimination.
- Names, addresses and phone numbers of any witnesses or other person having knowledge of the circumstances.
- 6. Any other relevant information.

The Section 504 Coordinator will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within twenty days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The County shall appoint a five (5) member Section 504 Compliance committee which will be called into session to advise the Coordinator and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document, which establishes their existence. Records of proceedings will be maintained and forwarded to the elected governing body. The Committee may call both parties together in an attempt to reach an amicable solution. The Section 504 Coordinator will act as the intermediary between the Committee and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The County's attorney will become the lead official, acting on behalf of and with the consent of the local governing body.



Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the applicable State or Federal agency and their guidance solicited and followed.

Information in the sections which follow expands further on grievance /complaints which have exhausted local capability.

D. COMPLIANCE INFORMATION

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

E. DISCRIMINATION COMPLAINTS/GRIEVANCES

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with the applicable Federal financial assistance and/or applicable federal agency. The written complaint must be filed within 180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

F. COMPLAINT/GRIEVANCE RESOLUTION

The Federal financial or other applicable agencies civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgement of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. Applicable Federal officials will then attempt to resolve the complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of findings against the recipient which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be effected by the suspension or termination of, or refusal to grant or continue Federal financial assistance.



This last measure is the end result of a process, which goes through many channels: (1) the recipient is notified of its failure to comply, (2) a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing, (3) the Secretary, Director or applicable federal agency official approved the action, and (4) thirty days expire after the Secretary, Director or official has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved.

Intimidatory or retaliatory acts by the recipient or the offended party are prohibited. No intimidation, threats, coercion, or discrimination against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.

Approved by the County Commission of Taylor County, Florida, this

3rd day of Sept. , 2019.



ATTACHMENT A SELF-EVALUATION PLAN

1. Parking:

- a. Handicapped designated parking spaces to provided
- b. Spaces closest to accessible entrance and on accessible route
- c. Spaces minimum of 96" in width
- d. Access aisle adjacent to parking space and minimum of 60" in width
- e. Slope of space and access aisle is maximum of 1:50
- f. Spaces marked with universal access codes

2. Accessible Route:

- a. Unobstructed path; ¼" max vertical surface
- b. Minimum width of 36" (32" min for 24" distance); Roadside (48")
- c. Minimum passing space of 60" at 200' intervals
- d. Protruding Objects (27"~80"): Post Mounted ≤2"; Wall Mounted ≤4"; Overhanging ≥80"
- e. Surface texture of firm, stable, slip-resistant material
- f. Slope not to exceed 1:20
- g. If slope exceeds 0.5", install ramp (see Section 5)
- h. Gratings of maximum 0.5" gap width in direction of route

3. Outside Paths and Walks:

a. Minimum of one accessible route in boundary of site from public transportation stops, parking, passenger loading zones, streets or sidewalks.

4. Curb Ramps:

- a. Provided where an accessible route crosses a curb
- b. Maximum running slope of 1:12
- c. Minimum width of 36"
- d. Firm, stable, slip-resistant surface
- e. Maximum slope of flared sides of 1:10 if no hand or guard rails provided
- f. Detectable warnings at entrance to travelway

5. Ramps:

- a. Provided on any part of an accessible route with a slope exceeding 1:20
- b. Maximum slope of 1:12
- c. Maximum cross slope of 1:50 (2%)
- d. Firm, stable, slip-resistant surface
- e. 30" to 34" high handrails extending 12" beyond top and bottom of ramp provided if ramp rise exceeds 6" and run exceeds 72"
- f. Edge protection to prevent slipping off ramps



g. Level landing same width as ramp and minimum of 60" in length at top and bottom of ramp and at turn of ramp

6. Building Entrance:

- a. Minimum of one principle entrance
- b. On an accessible route
- c. Level entry or sloped with a 32" non-revolving door
- d. Minimum of 32" width
- e. Entryway clear of obstacles
- f. Hardware maximum height of 48", and push/pull type or lever operated
- g. Maximum of 8.5 lbf exterior hinged door, 5 lbf interior hinged, sliding or folding
- h. Maximum of 0.5" height with leveled edge and maximum slope of 1:2

7. Elevators:

- a. Minimum of one serving each level on an accessible route in a multi-story facility where levels are not connected by ramps
- b. Self-leveling with reopening devices
- c. Doors remain open for 3 seconds
- d. Minimum side opening of 51" x 58" and minimum front opening of 51" x 80"
- e. Centered maximum of 42" from floor and light
- f. Control panel maximum of 48 " from floor with buttons minimum of ¾" and marked with raised characters

8. Lifts:

- a. May be used in lieu of elevator
- b. Minimum of 30" x 48"
- c. Control panel maximum of 48" front approach and 54" parallel approach
- d. One hand operable

9. Toilets:

- a. On an accessible route
- b. Entrance door minimum of 32" with lever handle or push/pull type hardware
- c. Door closer 5 lbf maximum effort to open
- d. Unobstructed space
- e. Doors on stall minimum of 32" and stall minimum of 36"
- f. Grab bars 33-36" high at back and side of commode, 1.25-1.5" diameter, and 1.5" clear of wall
- g. Commode seat 17-19" height
- h. Toilet paper dispenser 19" minimum above floor
- Lavatory maximum 34" height, drain and hot water pipes insulated, and minimum 29" clearance below apron
- j. Mirror bottom 40" maximum above floor



- k. Urinal basin opening maximum 17" from floor
- 1. Towel dispenser and disposal unit height 40" maximum above floor
- m. Faucet handles extended

10. Drinking Fountains:

- a. 50% of water fountains must be accessible on each floor; if only one is available, it must be accessible
- b. On an accessible route
- c. Spout mounted 36" above floor
- d. Controls must be operable with one hand without grasping or twisting
- e. Wall mounted bottom of apron to floor 27" minimum; built in 30"x48" minimum in front of fountain

11. Warning Signals:

- a. If warning systems are provided, both visual and audible should be provided
- b. Signals must be perceptible above prevailing sounds
- c. Signals must be visual flashing exit signs

12. Meeting Rooms and Conference Areas:

- a. Are all rooms handicapped accessible
- b. Minimum of three wheelchair locations in lieu of seats
- c. Wheelchair locations must be on an accessible route
- d. Wheelchair locations forward access must be a minimum of 48" long x 33" wide and side access must be a minimum of 60" long x 33" wide
- e. Performing areas must be on an accessible route
- f. Listening systems must be audio looped and radio frequency acceptable

13. Public Telephones:

- a. Minimum of one per floor if phones are installed
- b. On an accessible route with clear floor space 30" x 48"
- c. Highest operable control 48" for front approach and 54" for parallel approach
- d. Control must be push buttons
- e. At least one phone shall generate a magnetic field and at least one shall have a volume control for the hearing impaired

Definition: Handicapped means wheelchair bound, mobility impaired, hearing impaired, deaf, and/or blind.



ATTACHMENT B SELF-EVALUATION & TRANSITION PLAN PREPARATION PARTICIPATING PARTIES

The below listed individuals, bodies, organizations, or firms have participated in the preparation of the Transition Plan based on results obtained from analysis of the completed Self-Evaluation Plan and/or Capital Improvement Plan (CIP) for each public and pedestrian facility, and roadway.

Review of each facility deficiencies identified in the Self-Evaluation format was conducted with goals established for correction to the maximum extent of the County's capability. Factors considered in assigning implementation timeframes include, but are not limited to, the number of known handicapped individuals currently residing in the jurisdiction, an assessment of potential for residence of handicapped individuals, age and material condition of the facility, intended use of the facility, potential for future use by handicapped persons, types of changes necessary to achieve compliance, estimated cost of achieving compliance, resource availability of the County to fund compliance changes, techniques available to obtain funding if not available, time frame estimates and/or projections based on current need and funding or on projected need and funding and any other unique non-quantifiable factors which may enter the decision process. The County's CIP serves as the transition plan for the roadway and pedestrian facility transition planning process.

It is herein emphasized that the goal of attaining full compliance has been set and has been the guiding criteria of the participants listed.

Participating Parties:

Taylor County Board of Commissioners
Taylor County Staff
The Florida Department of Transportation – Local Agency Program
Taylor County Local Coordinating Board for the Transportation Disadvantaged
Government Services Group, Inc.
AVCON, Inc.



ATTACHMENT C TRANSITION PLAN FOR SECTION 504 COMPLIANCE

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance	Completion Date
Hodges Park – Keaton Beach	Improvements to handicap accessibility of restroom	Yes – restrooms are compliant, but renovations are needed and repairs to restroom sidewalk are needed	Improvements are scheduled to be completed in 2015	May 2016
Forest Capital Hall	Handicap accessible restroom facilities	Yes	June 2015	October 2015
Forest Capital Hall	Handicap accessible stage in auditorium	Yes	June 2015	September 2015
Forest Capital Hall	Handicap accessible seating and hand railings in auditorium	Yes	October 2016	February 2017
Williams Fish Camp Landing (Mandalay)	Handicap accessible parking area for boater and ramp and docking improvements for enhanced accessibility	Yes	May 2015	April 2015
Steinhatchee Boat Ramp	Construction of restroom facilities with handicap accessible features	Yes	October 2017	June 2018
Steinhatchee Boat Ramp	Docking area improvements with hand railings and slip resistant surfaces to provide for handicap accessibility	Partial	March 2020	



ATTACHMENT C TRANSITION PLAN FOR SECTION 504 COMPLIANCE

Facility	Modifications Needed	Currently in Compliance? Yes or No	Target Date for Compliance	Completion Date
Taylor County Board of Commissioners Chamber Room	Improved audio and video system for chamber room	Partial	October 2020	
Keaton Beach Coastal Park	Restrooms with handicap accessibility	Yes	September 2016	August 2016
Keaton Beach Coastal Park	Non-boater parking facilities with handicap accessibility	Yes	September 2016	July 2016
Hodges Park	Restriping of parking facilities with designated handicap parking	Yes	April 2017	July 2016
Ash Street Roadway	Upgrade Pedestrian Sidewalk	No	December 2023	
1 st Ave South East Roadway	Upgrade Pedestrian Sidewalk	No	December 2022	
Administrative Complex Building	Upgrade Pedestrian Sidewalk	No	Sidewalks are within City ROW	
Green Street Sidewalk – LAP Project	Construct Pedestrian Sidewalk Extension	No	June 2020	
Old Dixie Highway Sidewalk – LAP Project	Construct New Pedestrian Sidewalk	No	December 2022	

5687

UNITED SOUTHERN 63-528/631

J. G. PARKER ENTERPRISES, INC

39604 FRENCH RD. LADY LAKE, FL 32159 (352) 551-4916

8/19/2019

PAY TO THE			
	1 2.71	10	1 4 11-

Taylor County - CDBG Program

\$ **40.00

_DOLLARS

Taylor County - CDBG Program

MEMO

Reimbursement for Ronnie Edwards Overpayment



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to ratify the signature of the County Administrator for contract with AOK Electric for electrical renovations at Hampton Springs Park.

MEETING DATE REQUESTED:

September 17, 2019

Statement of Issue:

Contract is for electrical renovations necessary for the electrical renovations necessary to construct an RV site at Hampton

Springs Park.

Recommended Action:

Approve contract

Fiscal Impact:

\$5,665.02

Budgeted Expense:

Yes

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext.6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Renovations are underway for the siting of a Park Host for

Hampton Springs Park. The electrical service is not currently adequate to service an RV. Multiple quotes were obtained for the electrical work and AOK Electric was the lowest quote.

Options:

Attachments:

Contract

Letter from County Attorney

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

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

POST OFFICE BOX 167 411 N. WASHINGTON STREET PERRY, FLORIDA 32348 IN MEMORIAL OF KATHLEEN MCCARTHY BISHOP 1966-2013 (850) 584-6113 FAX (850) 584-2433

September 5, 2019

(VIA EMAIL & REGULAR MAIL)

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

Re: Contract with AOK Electric

Dear LaWanda:

I have reviewed the above contract that you emailed to me on September 4, 2019. It looks okay to me.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/jr

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

CONTRACT FORM

This contract made the 10th day of september, 2019 between TAYLOR COUNTY, hereinafter called the COUNTY, and AOK ELECTRIC, INC., hereinafter called the CONTRACTOR.

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

- 1. SCOPE OF WORK. The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the Hampton Springs Park Electrical Renovations, located at 3159 Hampton Springs Road. The Contractor agrees to provide all materials in association with the improvements in accordance with the quote submitted for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the project elements:
 - Remove existing wiring within buried conduit and pull boxes from feed through panel at
 meter located at park entrance to restroom building. Retain wire in sufficient length for a
 continuous run to supply the RV Pedestal at the host site from new 200-amp restroom
 building panel.
 - Provide and replace removed wiring with 4/0-4/0-2/0-#4 aluminum quadraplex rated for direct burial (approximately 500-feet) within existing conduit and pull boxes.
 - Remove and replace existing 60-amp disconnect at restroom building with 200-amp
 weatherproof panel with main breaker. Panel must be securely mounted to the exterior
 concrete block wall and provide a minimum of eight (8) distribution breaker spaces.
 - Refeed panel inside restroom with 60-amp, 4-wire circuit with 60 amp breaker located in new 200-amp panel (use #6 wire from Scope of Work #1 above).

- Provide and install minimum 6"x6"x10' pressure treated post embedded 5' below grade
 at NE corner of RV Site concrete pad. Mix properly and place three (3) bags of mixed 80
 lb. 3,000 psi QuiKrete Cement (or approved equivalent) below grade around bottom of
 embedded post to provide an 18" diameter footer.
- Provide and install Siemens TL137US 100-amp RV panel (or approved equivalent) on post at NE corner of RV Site concrete pad.
- Provide and install 1-1/2" electrical PVC buried a minimum of 24" below grade from new 200-amp panel at restroom building to RV Electric Pedestal located at NE corner of RV Site concrete pad (approximately 120-feet).
- Install #2-#2-#6 copper wire (using wire from Scope of Work #1 above) from 200amp panel at restroom to RV Pedestal using 1-1/2" electrical PVC conduit.
- Provide and install new 100-amp breaker in 200-amp panel for wiring to RV Electric Pedestal.
- Provide and install new 20-amp breaker in Siemens RV panel.
- Provide and install minimum 6"x6"x16' pressure treated post embedded 5' below grade at NW corner of RV Site concrete pad. Mix properly and place four (4) bags of mixed 80 lb. 3,000 psi QuiKrete Cement (or approved equivalent) below grade around bottom of embedded post to provide an 18" diameter footer.
- Run 3/4" electrical PVC, buried a minimum of 24" below grade, from Siemens RV panel to 6"x6" post at NW corner of RV host concrete pad.
- Install weatherproof box for switch on 6"x6" post at 48" above grade to center of box.
- Run 3-#12 copper wires (black, white and green) rated for wet location from Siemens RV panel to weatherproof box on 6"x6" post.
- Run 1/2" PVC and 3-#12 copper wires (black, white and green) from switch box to round weatherproof box located approximately 10' above grade.
- Provide and install Lithonia OLFL 14 security floor light (or approved equivalent) in accordance with Manufacturer's Instructions. Secure junction box to post using a minimum of two (2) 2" x 1/4" HDG or Stainless Lag bolts and flat washer.

Contractor will provide all equipment, parts, and other supplies necessary to correctly perform the contract work according to industry standards. Contractor shall comply with any and all state and federal laws and regulations relating.

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

- 2. THE CONTRACT PRICE. The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of: Five Thousand Six Hundred Sixty Five Dollars and Two Cents (\$5,665.02)

 Change Orders, when deemed necessary, shall require a separate Purchase Order based on an amount agreed upon by the contractor and Taylor County.
- 3. **DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate six (6) months from that date. This contract shall not be extended for more than thirty (30) days, unless otherwise agreed in writing.
- 4. **ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.
- 5. TERMINATION OF CONTRACT. The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be

based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

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

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

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

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power

or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

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

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

- 8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.
- 9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

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

- 10. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.
- 11. **PERMITS, RULES & REGULATIONS**. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.
- 12. ACCESS TO RECORDS. The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.
- 13. COMPONENT PARTS OF THIS CONTRACT. This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.
 - (a) The Contractors proposal
 - (b) This Instrument

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

14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project: <u>Taylor County Facilities Maintenance</u>

<u>Department, 201 East Green Street, Perry, Florida 32347, telephone number (850) 838-3500, Ext. 1.</u>

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

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

TAYLOR COUNTY

LaWanda Pemberton
Count Administrator

WITNESSES:

STATE OF FLORIDA COUNTY OF TAYLOR

Page 7 of 8

The foregoing instrument was acknowledged before me this 2019, Decays O'Direct	, who is personally known to me and
NOTARY PUBLIC My Commission Expires: D1-30.20.20.20.20.20.20.20.20.20.20.20.20.20	KIMBERLY BROWNING Commission # GG 181148 Expires January 30, 2022 Bonded Thru Troy Fein Insurance 800-385-7019



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of Amendment to the Traffic Signal Maintenance and Compensation Agreement, Contract # ARV42.



MEETING DATE REQUESTED: September 17, 2019

Statement of Issue: This annual contract provides \$9,077 of revenue, in exchange

for maintenance of certain traffic signals in Taylor County.

Recommended Action: Approve Amendment

Fiscal Impact: \$9,077

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board ratified the County Administrator's signature on June

3, 2019 but a Resolution is now needed to allow any signature

other than the Chairperson.

Options:

Attachments: Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

		CONTRACT NO.	ARV42			
	FII	NANCIAL PROJECT NO.				
			F596000879004			
		AMENDMENT NO.	4	_		
THIS AMENDMENT TO THE TRAFFIC SIGN and entered into on thisday ofDEPARTMENT OF TRANSPORTATION ("Depa ("Maintaining Agency").	GNAL AND Martment"), an	AINTENANCE AGREE, by and beto agency of the State	MENT ("Amendment") is made ween the STATE OF FLORID, of Florida, and <u>Taylor Count</u>	ጓ, ሂ,		
RECITALS						
WHEREAS, the Department and the Mainte Maintenance and Compensation Agreement ("Agreement")		on	_ entered into a Traffic Signal			
WHEREAS, the Parties have agreed to mo	dify the Agree	ment on the terms and	conditions set forth herein.			
NOW THEREFORE, in consideration of the follows:	e mutual cover	ants in this Amendmer	it, the Agreement is amended as	i		
All the terms and conditions of the Agreement are contained in Attachment "1", Revised Terms and Agreement, attached to and incorporated into this A	d Conditions	nd replaced in their en for the Traffic Signal	tirety by the terms and conditior Maintenance and Compensatio	ıs n		
IN WITNESS WHEREOF, the undersigned parties above.	have executed	this Amendment on th	e day, month and year set forth			
, Flo	rida	STATE OF FLORIDA DEPA	RTMENT OF TRANSPORTATION			
(Maintaining Agency) By		Ву				
(Authorized Signature)		(Authorized Signat	ure)			
Print/Type Name:		Print/Type Name: <u>Jerry Ausher</u>				
Title:		Title: <u>District Traffic Op</u>	erations Engineer			
		Legal Review:				
Attorney:Date:						

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2020

Effective Date: from <u>07/01/2019</u> to <u>06/30/2020</u>

TAYLOR COUNTY

TATEOR COUNTY										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR55, (US19) at SR51			\$850							\$850
SR55, (US19/98/27A) at C-361			\$850							\$850
SR55/30, (US19/27/98) at CR30	\$3,393									\$3,393
SR20/30, (US 19/27) at CR 359A WRIGHT/SLAUGHTER ROAD			\$850							\$850
SR55, (US 221) at SR359A WRIGHT ROAD			\$850							\$850
SR55, (US221) at CR14			\$850							\$850

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2020

Effective Date: from <u>07/01/2019</u> to <u>06/30/2020</u>

TAYLOR COUNTY

TATEOR COOKIT										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored	Intersection Control Beacon	Pedestrian Flashing Beacon	Emergency Fire Dept. Signal	Speed Activated Warning Display (SAWD) or Blank	Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies	Compensation Amount (using Unit Rates
:	(13)	(IMTS)	(ICB)	(PFB)	(FDS)	Out Sign (BOS)		(TTD)	(UPS)	from Exhibit B)
SR30 at 180' WEST OF AUCILLA LANDING RD.							\$341			\$341
SR30 at 270' EAST OF AUCILLA LANDING RD.							\$341			\$341
SR30 at 1800' EAST OF AUCILLA LANDING RD.							\$341			\$341
SR30 at WEST SIDE OF AUCILLA BRIDGE							\$341			\$341
							Total I	Lump Sum Amount*		\$9,007.00

^{*} Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

750-010-22 TRAFFIC OPERATIONS 06/16

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

		Exhibit A	
Compensation for Maintaining Traffic S 2020	ignals and Devices for FY		
Effective Date: from <u>07/01/2019</u> to <u>06/30 TAYLOR COUNTY</u>	M202 <u>0</u>		
I certify that the above Traffic Signals and Dev For satisfactory completion of all services deta forfeiture) of \$9,007.00	ces will be maintained and operated in aciled in this Agreement for this time period	ccordance with the requirements of the Traffic Signal Maintenance an the Department will pay the Maintaining Agency a Total Lump Sum	d Compensation Agreemen (minus any retainage or
Maintaining Agency	Date	District Traffic Operations Engineer	Date



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR THE LEASING OF 296 +/- ACRES OF PROPERTY FOR THE HARVESTING OF SAW PALMETTO BERRIES



MEETING DATE REQUESTED: SEPTEMBER 17, 2019

Statement of Issue:

TO ENTER INTO A CONTRACTUAL AGREEMENT WITH BLUE AND SHIVER ENTERPRISES, LLC FOR THE

HARVESTING AND SALE OF SAW PALMETTO BERRIES.

Recommended Action:

APPROVE CONTRACT

Fiscal Impact:

TBD

Budgeted Expense:

N/A

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners approved the bid

specifications for the leasing of property for the harvesting of saw palmetto berries on 8/202019. The Request for Proposals

was advertised on 7/31/2019 and 8/7/2019 in the local

newspaper and on the County website. Two bids were received on opened on 8/20/2019 and the Board awarded the contract to

Blue and Shiver Enterprises, LLC. The Bid Committee subsequently met for the purpose of reviewing the bid documents for sufficiency and recommends that the Board accept the bid from Blue and Shiver Enterprises, LLC. Staff has submitted a permit application to the Department of Agriculture

and Consumer Services and is awaiting approval.

Options:

Approve/ Not Approve/Revise Contract

Attachments:

Bid Committee Memo

Bid from Blue and Shiver Enterprises Contract and Associated Correspondence

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

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

POST OFFICE BOX 167 411 N. WASHINGTON STREET PERRY, FLORIDA 32348 IN MEMORIAL OF KATHLEEN MCCARTHY BISHOP 1966-2013 (850) 584-6113 FAX (850) 584-2433

September 10, 2019

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton County Administrator County Offices 201 E. Green Street Perry, Florida 32347

Re: Palmetto Berries Contract

Dear Lawanda:

I called you on 9/10/19 but didn't get you so I left a voicemail.

What I was calling about, please find enclosed a Contract that I have prepared, please review it closely.

Thank you.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

CONTRACT

This contrac	t made	the	day	of	 2019	between,	TAYLOR
COUNTY, hereinafte	er called	the	COUNTY, and _			, he	ereinafter
called the CONTRAC	TUCE.						

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

1. **SCOPE OF WORK.** The Contractor shall provide all equipment and materials in strict accordance with the specification of the County, to-wit: bid documents which are part of this Contract.

The 296± acres for the harvesting of saw palmetto berries in Taylor County, Florida. The Contractor leases the entire 296± acres. Please see attached General Bid information.

- 2. **THE CONTRACT PRICE.** The method of compensation and method of contract price shall be the price obtained on the date of sale of the berries. The Contractor will notify the County Administrator, Ms. Lawanda Pemberton on the date of sale and advise the amount of the sale (gross amount) and will forward 33 1/3% of the gross sale to the County by check instanter.
- 3. **CONTRACT TERM.** This contract shall be for a term of ninety (90) days from execution in addition the Contractor shall use the 296± acres for only the harvesting of saw palmetto berries.
 - A. The Contractor is responsible for safe operation of its equipment and the work of any of its employees involved in ground preparation, ground maintenance and the harvesting of the saw palmetto berries.
 - B. The Contractor is responsible for the property security related to the preparation and maintenance of the harvesting of the saw palmetto berries.
 - C. The Contractor shall maintain a list of all personnel, addresses, phone numbers, social security numbers which shall be available to the County.
- 4. **PRESERVATION OF PROPERTY.** Attached is the legal description of the 296± or an area photograph of same.

The Contractor shall not damage the property, this includes but is not limited to, adjacent property and public and private utilities, in addition:

- A. The property will be left in the original condition during and after the harvesting of the palmetto berries.
- B. All adjoining and interior roads will be kept in good condition at all times.

- C. There will be no damage to trees.
- D. Wildlife will not be harmed or killed.
- E. No debris or garbage will be left on the property.
- F. The Contractor must provide at least one person fluent in English every day of the harvest.
- G. The Contractor is responsible to see that all individuals working for it are legal able to work in this country.
- H. The Contractor is responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.
- 5. **ASSIGNMENT.** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.
- 6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

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

- 7. ADDITIONAL PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor, which includes damage to fencing which must be repaired within 24 hours.
- 8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the county, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its

sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the county or any of its officers, agents or employees.

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract, and listing the County as an additional insured.

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

- 10. **PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, Environmental Protection Agency.
- 11. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.
- 12. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide worker's compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. The County will accept a Florida Worker's Compensation exemption certificate with an executed Hold Harmless Release and Indemnity Agreement. The exemption certificate must list all employees of the Contractor.
- 13. **APPLICABLE LAW AND VENUE:** This Contract shall be governed by the laws of the State of Florida, and venue of any litigation shall be exclusively in Taylor County, Florida.
- 14. **COMPONENTS PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.
 - (a) The Advertisement for Bids
 - (b) Instructions to Bidders
 - (c) This instrument

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

15. AUTHORIZED PERSONN	EL. The Contractor is to contact the following for any
correspondence or questions regarding	g this project:
16. LITIGATION, ATTORNE prevailing party is entitled to attorney's	Y'S FEES. If any litigation arises out of this Contract, the s fees and costs.
-	s hereto have caused this instrument to be executed in day of, 2019.
BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA	5
BY:	BY:
PAM FEAGLE, Chairperson	CONTRACTOR
ATTESTED:	WITNESS:
ANNIE MAE MURPHY, Clerk	FOR THE CONTRACTOR
	WITNESS:
	FOR THE CONTRACTOR



TAYLOR COUNTY ADMINISTRATION DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners

FROM: Bid Committee

RE: Administrative Complex **DATE**: September 10, 2019

The bid committee for the Saw Palmetto Berries, consisting of LaWanda Pemberton, Lori Wiggins and Marsha Durden met on September 10, 2019 to discuss the bid result for the bid that was received by the Board on September 3, 2019. The amount of the bids received are as follows:

COMPANY	BID PART	PRICE
	BASE BID to lease 296+ acres for the harvest of Saw	33% of
	Palmetto Berriesl	market value
Blue and		per pound
Shiver	TOTAL	unknown
Enterprises		56451 (3-7460-17484 - 344,4450-34480-550)
LLC		

COMPANY	BID PART	PRICE
ABC Stumping Inc	BASE BID to lease 296+ acres for the harvest of Saw Palmetto Berries	.25 per pound
Starriping inc	Fairietto derries	
	TOTAL	unknown

The Bid Committee noted that the bid package for Blue and Shiver Enterprises LLC was complete and included the required Liability Insurance verification letter and Workers Compensation Insurance exemption documents, but, noted that the Hold Harmless Release and Indemnity Agreement, and Certificate of Insurance would need to be submitted within 30 days of board acceptance. The Committee further noted that the packet included the required Public Entity Crimes Statement.

The Bid Committee unanimously recommends that the Board of County Commissioners accept the bid from Blue and Shiver Enterprises in the amount of 33% of the market value per pound, if the required documentation is provided.

LaWanda Pemberton LaWanda Pemberton Lori Wiggins

Danka A Duddu

Marsha Durden

The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

BID CHECKLIST

Check Items Included:

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

Checklist must be included with the bid.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 6 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

PROJECT IDENTIFICATION: THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.

THIS BID IS SUBMITTED TO:

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

BID FORM

- The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an
 agreement with OWNER in the form included in the Contract documents to lease 296 ± acres for
 the harvesting of Saw Palmetto Berries. Bidder agrees to perform and furnish all work as
 specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this
 Bid and in accordance with the other terms and conditions of the Contract Documents.
- BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.
 - (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

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

The harvest of palmetto berries may commence after the signing of the contract and will end on October 31, 2019.

Payment for harvest will be due by November 30, 2019.

Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.

- 5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.
- 6. Communications concerning this Bid shall be addressed to:

LaWanda Pemberton, County Administrator 201 E. Green Street Perry, FL 32347 (850) 838-3500 ext. 6 lpemberton@taylorcountygov.com

- 7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.
- 8. BIDDER AGREES TO LEASE. 296 ± ACRES FOR THE HARVEST OF SAW PALMETTO BERRIES FOR THE COST OF 33.3 % of PER POUND. (This MUST be filled out by Bidder.) SUBMITTED on IF BIDDER IS: AN INDIVIDUAL: Debra Janea Tyre Shiver (seal)
 Individual's Name Doing business as Blue and Shiver Enterprises, LLC Business address 12420 Adolph Kemp Rd Greenville, FL 32331 Telephone No.: (850) 295-2176 A PARTNERSHIP: (seal) Firm Name General Partner: Business Address: Telephone No.: A CORPORATION: (seal)

•	
By:	(seal)
Name of Person Authorized to Sign	
(Corporate Seal)	
Title	
Attest:	As Secretary
Business Address:	
Telephone No.:	

Newport Insurance Agency, Inc. P.O. Box 420 Perry, FL 32348 Phone # 850-584-2909 Fax # 850-584-6091 EMAIL: PNEWPORT@FAIRPOINT.NET

August 16,2019

Taylor County Board of County Commissioners P.O.Box 620 Perry, Florida 32348-0620

RE: Certificate of Insurance

To Whom it may concern:

Our agency had an insurance policy in force for Blue & Shiver Enterprises, LLC. This insurance is in force and paid until renewal.

The Coverage is in force for \$1,000,000.00 and If the named insured gets the bid, our agency can provide a Certificate of Insurance and have the County listed as an additional insured.

Respectively submitted, by list august Phylfis Newport, agent



JIMMY PATRONIS CHIEF FINANICAL OFFICER

STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/16/2019

EXPIRATION DATE: 8/15/2021

PERSON: RICHARD K SHIVER

EMAIL: SHIVERWORK2@HOTMAIL.COM

FEIN: 831719087

BUSINESS NAME AND ADDRESS:

BLUE&SHIVER ENTERPRISES LLC

12420 N ADOLPH KEMP RD

GREENVILLE, FL 32331

SCOPE OF BUSINESS OR TRADE:

Farm: Berry or Vineyard &

Drivers

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt. apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01035957

QUESTIONS? (850) 413-1609

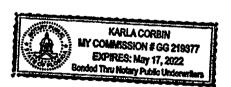
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1.	This sworn statement is submitted with Bid, Proposal or Contract No. Harvesting of Saw lalmetto
	for Taylor County, FL
2.	This sworn statement is submitted by Richard Kerth Shiver, Blue and Shiver Enter (Name of entity submitting sworn statement)
	Whose business address is 12420 Adolph Kemp Rd.
	Greenville, FL 32331 and
	(if applicable) its Federal Employer Identification Number (FEIN) is
	statement:)
3.	My name is Richard Keith Shiver and my relationship to the entity
	named above is Manager.
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,

- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime: or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" incudes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

3. Bu	see on information and belief, the statement, which I have marked below, is true in relation to the
ent • 7	ity submitting this sworn statement. (Please indicate which statement applies)
X	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity nor affihate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1982
	The entity submatting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
	There has been a proceeding concerning the conviction before a hearing officer of the State of Florida. Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
	The person or affiliate has not been placed on the convicted vendor list (Please describe any action by or pending with the Department of General Services.)
	(Signature) S-16-19
STATE OF T	1orida
COUNTY OF	Bay
PERSONALLY	APPEARED BEFORE ME, the undersigned authority. LiChard V. Shiver
who, after first be	eing sworn by me, affixed his her signature in the space provided above on this
day of Aug	Halali
My commission	NOTARY PUBLIC



TAYLOR COUNTY BOARD OF COMMISSIONERS



County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM REIMBURSEMENT AGREEMENT TO RECONSTRUCT & RESURFACE CEDAR ISLAND ROAD AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.

MEETING DATE REQUESTED: September 17, 2019

Statement of Issue:

Under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

Recommended Action:

The Board of County Commissioners should approve the SCRAP Reimbursement Agreement to reconstruct and resurface Cedar Island Road from its West End to Beach Road, approximately 0.4 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board.

FISCAL YR 2019/20 - \$550,000.00 SCRAP Funding

Budgeted Expense: NO

Submitted By: COUNTY ENGINEER

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County has elected to participate in the Florida Department of Transportation's Small County Road Assistance Program (SCRAP). Under this program the County receives funding to resurface or reconstruct previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work and successful bidder prior to beginning any construction activities. Once approved, FDOT will reimburse up to \$550,000.00 toward the construction, design and administration cost of the proposed improvements. In accordance with the terms of this SCRAP agreement, The Board must let the construction contract on or before December 31, 2020, and complete the project by December 31, 2023.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT and also uploaded as part of their electronic Docusign process.

Options:

- 1) Award the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

Attachments:

Resolution authorizing Chair to sign the agreement on behalf of the Commission FDOT SCRAP Reimbursement Agreement – Cedar Island Road

RESC	LUTIO	N NO.	
MLLUU	LUIIU	71 1 TU.	

Cedar Island Road SCRAP Agreement - Signature Authorization

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Road Assistance Program (SCRAP) Reimbursement Agreement to reconstruct and resurface Cedar Island Road from its West End to Beach Road for approximately 0.4 miles.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that:

1 C

2. The Chair of the Board is authorized to enter into the SCRAP Reimbursement Agreement to reconstruct and resurface Cedar Island Road from its West End to Beach Road for approximately 0.4 miles in Taylor County, Florida.

2010

PASSED in regular session	on this day of	, 2019.
	BOARD OF COUNT	Y COMMISSIONERS
	TAYLOR COUNTY,	FLORIDA.
	BY:	
	Pam Feagle, Chair	•
ATTEST:		

DACCED in namelon agazion this

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

FPN: <u>439670-1-54-01</u>	Fund: <u>SRMC</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085575</u> FLAIR Obj: <u>751000</u>
FPN:	Fund:	FLAIR Category:FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No:38	Contract No:	Vendor No: <u>F596000879041</u>
		ed from joint participation on the Project, the Parties
		nent as a "Party" and collectively as the "Parties".
•	artment is authorized to enter into this Agreatle statutory authority for the program(s)	reement pursuant to Sections 334.044, 334.044(7),
,	Florida Statutes, County Incentive Grant	•
	Florida Statutes, Small County Outreach	
⊠ Section 339.2816	Florida Statutes, Small County Road Ass	sistance Program (SCRAP), (CSFA 55.016)
☐ Section 339.2819	Florida Statutes, Transportation Regiona	I Incentive Program (TRIP), (CSFA 55.026)
☐ Insert Legal Author	ority , Insert Funding Program Name , Inse	ert CSFA Number
The Recipient by Re	solution or other form of official authorize	ation, a copy of which is attached as Exhibit "E",

Recipient Resolution, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for resurfacing of Cedar Island Road from CR 361 to end of pavement, as further described in Exhibit "A", Project Description and Responsibilities, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment: This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also 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 through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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 Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- a. The estimated cost of the Project is \$550,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$550,000.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient 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. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient 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" 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 Attachment F Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. 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 this box	is selecte	ed, advanc	e paymer	nt is authori	zed	for this	Agree	ement and	Exhibit	"G",
Alternative	Advance	Payment	Financial	Provisions	is	attached	and	incorporate	ed into	this
Agreement.										

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 and costs incurred are received, inspected, 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 Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient'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.
- h. Progress Reports. Upon request, the Recipient 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.
- i. 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 which it has with the Recipient owing such amount if, upon 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.
- j. The Recipient 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.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance 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 Recipient. See Exhibit "B" 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 Recipient, in writing, when funds are available.
- I. 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."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient 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 Recipient 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.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient 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 arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient 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.

efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

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

a. The Recipient must obtain written approval from the Department prior to performing itself (through the

- of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

 The Recipient shall provide to the Department certification and a copy of appropriate decumentation
- **b.** The Recipient 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, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient 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"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient 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.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- 10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - **b.** In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. 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 have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

525-010-60 PROGRAM MANAGEMENT

STATE-FUNDED GRANT AGREEMENT

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F"**, **Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient 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 Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. 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, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- **k.** The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- **11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a.	The Recipient agrees to maintain any constructed under this Agreement for Department right-of-way, the Recipient	•	•		•	•
	bepartment fight of way, the recipient	☐ shall				
		⊠ shall no	t			

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

- 12. State Single Audit: The administration of resources awarded through the Department to the Recipient 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and

525-010-60 PROGRAM MANAGEMENT

STATE-FUNDED GRANT AGREEMENT

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 Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient 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 the Auditor General.

- **b.** The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient 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 Recipient 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 Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient'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:

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: 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: flaudgen localgovt@aud.state.fl.us

- 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 Recipient, 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 Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient'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 Recipient 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 Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient'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 Recipient 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 the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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. 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

525-010-60 PROGRAM MANAGEMENT

STATE-FUNDED GRANT AGREEMENT

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. 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 Recipient.
- **d.** 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. 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. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient 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
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient 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 subconsultants 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.
- If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the 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. Recipient shall, or cause its contractor 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 Recipient 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.
- f. 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 right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient 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.

g. 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.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient 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 Recipient 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.
- **b.** 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.
- **c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- **d.** By execution of the Agreement, the Recipient 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.
- e. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. 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.
- **g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient 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
- i. 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 Recipient 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.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- **b.** The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 07/19

Э.	A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F , Terms and Conditions of Construction in Department Right-of-Way , is attached and incorporated into this Agreement.
d.	☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement:
Э.	Exhibit and Attachment List Exhibit A: Project Description and Responsibilities Exhibit B: Schedule of Financial Assistance *Exhibit C: Engineer's Certification of Compliance Exhibit D: State Financial Assistance (Florida Single Audit Act) Exhibit E: Recipient Resolution *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way *Exhibit G: Alternative Pay Method
	Attachment F – Contract Payment Requirements
	*Additional Exhibit(s): *Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

525-010-60 PROGRAM MANAGEMENT 07/19

STATE-FUNDED GRANT AGREEMENT

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

RECIPIENT Taylor County	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION	
By:		
Title: Chair		
	Legal Review:	
	By: Name:	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

F	PN: <u>439670-1-54-01</u>
This exhibit forms an integral part of the State-Funded Grant Agreement be Transportation and	tween the State of Florida, Department of
Taylor County(the Recipient)	
PROJECT LOCATION:	
☐ The project is on the National Highway System.	
☐ The project is on the State Highway System.	
PROJECT LENGTH AND MILE POST LIMITS: approx .3 miles	
PROJECT DESCRIPTION: design, construction and construction engineering Island Road from CR 361 to end of pavement	and inspection for the resurfacing of Cedar
SPECIAL CONSIDERATIONS BY RECIPIENT:	
The Agency is required to provide a copy of the design plans for the Department permitting with the Department, and notify the Department prior to commencement. The Recipient shall commence the project's activities subsequent to the executacordance with the following schedule:	nent of any right-of-way activities.

- a) Design to be completed by May 30, 2020
- b) Construction contract to be let by December 31, 2020
- c) Construction to be completed by December 31, 2023

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

- * Prior to Authorization to Advertise, the Agency is required to submit a Railroad, Right of Way and Utility Certification form signed by an authorized County employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed.
- * Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval.
- * The Agency is required to send a preliminary schedule from the selected Contractor, once available.
- * The Agency shall provide, at least, quarterly invoicing with progress report.
- * The Agency shall provide written justification for any time extension outlining reasons for all unforseen Project delay circumstances for Department review and approval. Time Extensions will be granted in the Department's sole discretion and only for circumstances beyond the Agency's control.
- * The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

DECIDIENT	NAME	9 DILLING	ADDRESS:
RECIPIENT	NAIVIE	& BILLING	ADDRESS.

Taylor County BOCC 201 East Green Street Perry, Florida 32347 FINANCIAL PROJECT NUMBER: 439670-1-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2020	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
	The state of the s		No. of State	
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (<u>Insert Program Name</u>)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ()	% or \$	or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

525-010-60 PROGRAM MANAGEMENT 09/17 Page **2** of **2**

STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

Design/Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$550,000.00
Maximum Department Participation - (Small County Road Assistance Program (SRMC))	100% or \$ 550,000.00	% or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	or \$	% or \$	or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$550,000.00	\$0.00	\$0.00	\$550,000.00

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

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

District Grant Manager Name	
District Grant Manager Hame	
Signature	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

and TAYLOR COUNTY

PROJECT DESCRIPTION: design, construction and construction engineering and inspection for the resurfacing of Cedar Island Road from CR 361 to end of pavement

FPID#: 439670-1-54-01

In accordance with the Terms and Condi- provides notification that the work authorize		_	_
By: Name: Title:			
ENGINEER'S (CERTIFICATION OF	COMPLIANCE	
In accordance with the Terms and Condicertifies that all work which originally require in compliance with the Project construction from the approved plans, a list of all deviation each deviation, will be attached to this Ce shall furnish the Department a set of "as-but the condition of the cond	red certification by a F on plans and specifications, along with an expertification. Also, with	Professional Engineer ations. If any deviation planation that justifies submittal of this certifier	has been completed ons have been made the reason to accept fication the Recipient
	Ву:,		P.E.
SEAL:	Name:		

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: Awarding Agency: Florida Department of Transportation **State Project Title** ☐ County Incentive Grant Program (CIGP), (CSFA 55.008) and CSFA ☐ Small County Outreach Program (SCOP), (CSFA 55.009) Number: Small County Road Assistance Program (SCRAP), (CSFA 55.016) ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026) ☐ Insert Program Name, Insert CSFA Number *Award Amount: \$550,000.00 *The state award amount may change with supplemental agreements Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx **COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS** AGREEMENT: State **Project** Compliance Requirements for **CSFA** Number are provided at:

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

https://apps.fldfs.com/fsaa/searchCompliance.aspx

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 10/18 Page 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

ATTACHMENT 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 http://www.myfloridacfo.com/aadir/reference_guide/.

TAYLOR COUNTY BOARD OF COMMISSIONERS



SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM REIMBURSEMENT AGREEMENT TO RECONSTRUCT & RESURFACE SLAUGHTER ROAD (CR 359A) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS.

MEETING DATE REQUESTED: September 17, 2019

Statement of Issue:

Under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT.

Recommended Action:

The Board of County Commissioners should approve the SCRAP Reimbursement Agreement to reconstruct and resurface Slaughter Road (CR 359A) from Freeman Courtney Road to Harrison Blue Road, approximately 1.3 miles. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement on the behalf of the Board.

Fiscal Impact:

FISCAL YR 2019/20 - \$1,300,000.00 SCRAP Funding

Budgeted Expense:

NO

Submitted By:

COUNTY ENGINEER

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County has elected to participate in the Florida Department of Transportation's Small County Road Assistance Program (SCRAP). Under this program the County receives funding to resurface or reconstruct previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. This agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chair of the Board of County Commissioners to enter into the agreement.

Under the proposed reimbursement agreement, Taylor County is responsible for project design, permitting and administration. However, FDOT must first approve the proposed scope of work and successful bidder prior to beginning any construction activities. Once approved, FDOT will reimburse up to \$1,300,000.00 toward the construction, design and administration cost of the proposed improvements.

This SCRAP agreement will supplement the previously approved \$1,150,000 Small County Outreach Program Agreement funding to allow for improving the full length of roadway. In accordance with the terms of this SCRAP agreement, The Board must let the construction contract on or before December 31, 2021, and complete the project by December 31, 2023.

In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chair of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT and also uploaded as part of their electronic Docusign process.

Options:

- 1) Award the proposed reimbursement agreement and resolution.
- 2) Reject the proposed reimbursement agreement and resolution.

Attachments:

Resolution authorizing Chair to sign the agreement on behalf of the Commission FDOT SCRAP Reimbursement Agreement – Slaughter Road (CR 359A)

RESO	LUTION	NO
MLDC		11 U .

Slaughter Road SCRAP Agreement - Signature Authorization

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Small County Road Assistance Program (SCRAP) Reimbursement Agreement to reconstruct and resurface Slaughter Road (CR 359A) from Freeman Courtney Road to Harrison Blue Road for approximately 1.3 miles.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that:

 The Chair of the Board is authorized to enter into the SCRAP Reimbursement Agreement to reconstruct and resurface Slaughter Road (CR 359A) from Freeman Courtney Road to Harrison Blue Road for approximately 1.3 miles in Taylor County, Florida.

PASSED in regular session this	day of	, 2019.
	BOARD OF COU	NTY COMMISSIONERS
	TAYLOR COUNT	TY, FLORIDA.
	BY:	
	Pam Feagle, Cl	hair
ATTEST:		
ANNIE MAE MURPHY, Clerk		

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 07/19

FPN: <u>436462-2-54-01</u>	Fund: <u>SCRAP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085575</u> FLAIR Obj: <u>751000</u>
FPN:	Fund: Org Code:	FLAIR Category:FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category:FLAIR Obj:
County No:38	Contract No:	Vendor No: <u>F596000879041</u>
Department and the Recipient a	re sometimes referred to in this Agree	Department"), and <u>Taylor County</u> , ("Recipient"). The ement as a "Party" and collectively as the "Parties". ived from joint participation on the Project, the Parties
1. Authority: The Department of the application of	le statutory authority for the program(orida Statutes, County Incentive Gran orida Statutes, Small County Outreacl orida Statutes, Small County Road As	t Program (CIGP), (CSFA 55.008) h Program (SCOP), (CSFA 55.009) ssistance Program (SCRAP), (CSFA 55.016) al Incentive Program (TRIP), (CSFA 55.026)
The Peciniant by Rese	lution or other form of official authori	zation a copy of which is attached as Exhibit "E"

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in design, construction and construction engineering and inspection for widening and resurfacing existing lanes on Slaughter Road from Freeman Courtney to Harrison Blue Springs Road, as further described in Exhibit "A", Project Description and Responsibilities, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project: This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in Exhibit "A" in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the

shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment: This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project: The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - **b.** The Parties to this Agreement may also 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 through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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 Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. Project Cost:

- a. The estimated cost of the Project is \$1,300,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,300,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
- **c.** The Department's participation in eligible Project costs is subject to, but not limited to:
 - Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Recipient 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. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient 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" 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 Attachment F Contract Payment Requirements.
- e. Travel expenses are not compensable under this Agreement.
- f. 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 this box	is selecte	ed, advanc	e paymer	nt is authori	zec	for this	Agree	ement and E	xhibit	"G",
Alternative	Advance	Payment	Financial	Provisions	is	attached	and	incorporated	l into	this
Agreement.	,									

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 and costs incurred are received, inspected, and approved.

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

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 Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient'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.
- h. Progress Reports. Upon request, the Recipient 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.
- i. 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 which it has with the Recipient owing such amount if, upon 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.
- j. The Recipient 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.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance 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 Recipient. See Exhibit "B" 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 Recipient, in writing, when funds are available.
- I. 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."

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 07/19

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient 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 Recipient 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.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient 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 arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient 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.

efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

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

a. The Recipient must obtain written approval from the Department prior to performing itself (through the

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).

- b. The Recipient 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, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient 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.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.
- 10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:
 - a. The Recipient is responsible for obtaining all permits necessary for the Project.
 - **b.** In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
 - c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
 - d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. 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 have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
 - e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F"**, **Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient 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 Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. 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, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
- **11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

1	The Recipient agrees to maintain any portion constructed under this Agreement for its us Department right-of-way, the Recipient							
		shall						
		shall not						
	maintain the improvements located on the De	nartment ric	abt_of_v	way mada	for thair us	aful lif	a Iftha D	acinian

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

- 12. State Single Audit: The administration of resources awarded through the Department to the Recipient 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to onsite visits by Department staff and/or other procedures including, reviewing any required performance and

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

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 Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient 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 the Auditor General.

- **b.** The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific 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 "D" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient 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 Recipient 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 Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient'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:

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 07/19

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: 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: flaudgen localgovt@aud.state.fl.us

- 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 Recipient, 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 Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient'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 Recipient 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 Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient'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 Recipient 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 the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the 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.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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. 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

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 07/19

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. 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 Recipient.
- d. 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. 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. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient 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.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:
 - "To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient 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 subconsultants 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.
- If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the 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. Recipient shall, or cause its contractor 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 Recipient 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.
- f. 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 right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient 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

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT

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.

g. 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.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient 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 Recipient 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.
- **b.** 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.
- **c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient 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.
- e. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. 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.
- **g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient 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
- i. 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 Recipient 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.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, and E, and Attachment F are attached to and incorporated into this Agreement.
- **b.** The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 07/19

C.	☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit F, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
d.	☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement:
e.	Exhibit and Attachment List Exhibit A: Project Description and Responsibilities Exhibit B: Schedule of Financial Assistance *Exhibit C: Engineer's Certification of Compliance Exhibit D: State Financial Assistance (Florida Single Audit Act) Exhibit E: Recipient Resolution *Exhibit F: Terms and Conditions of Construction in Department Right-of-Way *Exhibit G: Alternative Pay Method
	Attachment F – Contract Payment Requirements
	*Additional Exhibit(s): *Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 07/19

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

RECIPIENT TAYLOR COUNTY	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Ву:	By:
Name:	Name:
Title:	Title:
	Legal Review:
	Ву:
	Name:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 436462-2-54-01
This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and
TAYLOR COUNTY (the Recipient)
PROJECT LOCATION:
☐ The project is on the National Highway System.
☐ The project is on the State Highway System.
PROJECT LENGTH AND MILE POST LIMITS: approx. 1.3 miles
PROJECT DESCRIPTION: Design, Construction, and Construction Engineering and Inspection for widening and resurfacing existing lanes on Slaughter Road from Freeman Courtney to Harrison Blue Springs Road.
SPECIAL CONSIDERATIONS BY RECIPIENT:
The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:
 a) Design to be completed by June 30, 2021 b) Construction contract to be let by December 31, 2021 c) Construction to be completed by December 31, 2023

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

- * Prior to Authorization to Advertise, the Agency is required to submit a Railroad, Right of Way and Utility Certification form signed by an authorized County employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed.
- * Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval.
- * The Agency is required to send a preliminary schedule from the selected Contractor, once available.
- * The Agency shall provide, at least, quarterly invoicing with progress report.
- * The Agency shall provide written justification for any time extension outlining reasons for all unforseen Project delay circumstances for Department review and approval. Time Extensions will be granted in the Department's sole discretion and only for circumstances beyond the Agency's control.
- * The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 2

STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:
Taylor County Board of County Commission
The Honorable Pam Feagle, Chair
201 E. Green Street
Perry, FL 32347

FINANCIAL PROJECT NUMBER: 436462-2-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2020	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	%	%	%	%
Maximum Department Participation - (<u>Insert Program Name</u>)	or \$	or \$	or \$	or \$ 0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$ %	\$ %	\$ %	\$ 0.00
Maximum Department Participation - (Insert Program Name)	or 70	or 70	or 70	or 70
	\$	\$	\$	\$ 0.00
Level Participation (Any applicable waiver noted in Evhibit "A")	%	%	%	%
Local Participation (Any applicable waiver noted in Exhibit "A")	or \$ 0.00	or \$ 0.00	or \$ 0.00	or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Combination in Amarcash			The state of the s	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	%	%	%	%
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$ %	\$ %	\$ %	\$ 0.00
Maximum Department Participation - (Insert Program Name)	or	or	or	or
	\$	\$	\$	\$ 0.00
Maximum Department Participation - (Insert Program Name)	% or	or %	or %	or %
waxiindiii Departiient Farticipation - (<u>insert Frogram Name</u>)	\$	\$	\$	\$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	%	%	%	%
	or \$ 0.00	or \$ 0.00	or \$ 0.00	or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	s	\$	s	\$ 0.00
Combination in-Nind/Cash	1 2	2	1 2	\$ 0.00
Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
	%	%	%	%
Maximum Department Participation - ()	or	or	or	or
	\$	\$	\$	\$ 0.00
Maximum Department Participation - (Insert Program Name)	% or	or %	or %	or %
	\$	\$	\$	\$ 0.00
Maximum Department Participation (Incort Program Name)	%	%	%	%
Maximum Department Participation - (<u>Insert Program Name</u>)	or \$	or \$	or \$	or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	%	%	%	%
200011 Gradipation (Arry applicable waiver noted in Exhibit A)	or \$ 0.00	or \$ 0.00	or \$ 0.00	or \$0.00
In-Kind Contribution	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

525-010-60 PROGRAM MANAGEMENT 09/17 Page **2** of **2**

STATE-FUNDED GRANT AGREEMENT EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

Design/Construction/CEI - Phase 54	\$ 0.00	\$ 0.00	\$ 0.00	\$1,300,000.00
Maximum Department Participation - (<u>Small County Road</u> <u>Assistance Program</u>)	100% or \$ 1,300,000.00	or \$	or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$1,300,000.00	\$0.00	\$0.00	\$1,300,000.00

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

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

Kim Evans	
District Grant Manager Name	
Signature	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT Between THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION and TAYLOR COUNTY

PROJECT DESCRIPTION: Slaughter Road fr	om Freeman Courtney to Harrison I	Blue Springs Road
FPID#: 436462-2-54-01		
In accordance with the Terms and Condition provides notification that the work authorized by	-	_
Ву:		
Name:		
Title:		
In accordance with the Terms and Condition certifies that all work which originally required in compliance with the Project construction please from the approved plans, a list of all deviations each deviation, will be attached to this Certification of the project construction and the certification of the project construction of the proj	certification by a Professional Engineer ans and specifications. If any deviation, along with an explanation that justifies cation. Also, with submittal of this certification.	has been completed ns have been made the reason to accept ication the Recipient
shall furnish the Department a set of "as-built"	plans certified by the Engineer of Reco	rd/CEI.
	Ву:,	P.E.
SEAL:	Name:	
	Date:	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOUF	RCES AWARD	ED PURSUANT TO	THIS AG	REEMENT CO	<u>ONSIST OF T</u>	HE FOLL	<u>OWING:</u>					
Awarding Agency:	Florida Department of Transportation											
State Project Title and CSFA Number:	☐ Small Cou ☐ Small Cou ☐ Transporta	centive Grant Progranty Outreach Progranty Road Assistance ation Regional Incergram Name, Insert (am (SCOF ce Program ntive Progr	P), (CSFA 55.0 n (SCRAP), (C ram (TRIP), (C	009) SFA 55.016)							
*Award Amount:	\$1,300,000.0	0										
*The state award amo	ount may chang	e with supplementa	l agreeme	nts								
Specific project inform	nation for CSFA	Number is provide	d at: https:	//apps.fldfs.co	m/fsaa/search	ıCatalog.a	<u>ispx</u>					
COMPLIANCE REQ AGREEMENT:	UIREMENTS	APPLICABLE TO	STATE	RESOURCE	S AWARDE	D PURS	UANT TO	THIS				
State Project	Compliance	Requirements	for	CSFA	Number	are	provided	a				

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

DocuSign Envelope ID: E549376B-A9B6-47FE-AE6E-60FBF50D2244

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 10/18 Page 1 of 1

EXHIBIT "E"

RECIPIENT RESOLUTION

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STATE-FUNDED GRANT AGREEMENT

525-010-60 PROGRAM MANAGEMENT 09/17 Page 1 of 1

ATTACHMENT 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 http://www.myfloridacfo.com/aadir/reference_guide/.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Support and approve the Installation of Sea Turtles sign and rescue equipment at Keaton's Beach Pier, as part of the Responsible Pier Initiative

Meeting Date:

September 17th, 2019

Statement of Issu		Support the installation of sea turtle rescue signs at Keaton's Beach Pier								
by the University of Florida - Marine Animal Rescue group as part of the Responsible Pier Initiative. Grant permission for the future installation of the information/educational signs and rescue equipment by										
the University of Florida - Marine Animal Rescue group.										
Recommendation: Provide a letter of support and grant permission to install signs.										
Fiscal Impact:	\$	Budgeted Expense: Yes No N/A X								
Submitted By:		UF Taylor County Extension								
Contact:		Victor Blanco								
		SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS								
History, Facts & Issues: the University of Florida (UF) with the Marine Animal Rescue group										
within the Vet School is currently writing a grant for funding to create and install sea turtle										
rescue sign and e	equi	pment at Keaton's Beach pier as part of the Responsible Pier Initiative. The								
signs will share ir	nforr	nation on what to do if an angler hooks a sea turtle, will include a phone								
number for peopl	e to	contact and equipment for sea turtle rescue and fishing filament recycling.								
The UF – Marine	: An	imal Rescue group is in need of a letter of support from the county in								
backing up of this	pro	eject and granting permission for the future installation of the signs.								
Options:	1	Sign a letter of support and approve permission to install the signs and equipment in Keaton's Beach pier								
	2	Deny approval								
Attachments:	1	Request from Amber Lea Kincaid - UF Vet School, Stranding Biologist								
	_	Letter of Support								



JIM MOODY District 2 SEAN MURPHY District 3 PAM FEAGLE

THOMAS DEMPS District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

September 17t, 2019

Amber Lea Kincaid Stranding Biologist Aquatic Animal Health Program University of Florida – Veterinary Medicine

RE: Responsible Pier Initiative Signs

Dear Ms. Kincaid:

On behalf of the Taylor County Board of County Commissioners and the citizens, we truly appreciate your efforts in spreading awareness and information regarding marine mammals and their wellbeing. At the Board of County Commissioners Meeting on September 17th, 2019, the Board approved to provide support and permission to place proposed signs and equipment at the Keaton Beach Pier, in Taylor County, as part of the Responsible Pier Initiative for the conservation and rescue of sea turtles accidentally being hooked by anglers.

Please feel free to contact us if you have further questions.

Sincerely,

Pam Feagle Chairperson

Re: Responsible Pier Initiative

Kincaid, Amber Lea

Wed 09/04/2019 9:33 AM

To:Blanco Marquez, Victor Juan < victor blancomar@ufl.edu >;

② 2 attachments

RPI_Signage(rescue-2016).pdf; RPI_Overview_July2019.pdf;

Hi Victor,

Here is a summary of the project:

The Responsible Pier Initiative is a program designed by the Loggerhead Marinelife Center in Juno Beach, FL, that provides education, signage, and equipment, free of charge, to participating piers in order to mitigate the effects of sea turtles accidentally being hooked by anglers. UF Marine Animal Rescue would like to partner with the Responsible Pier Initiative to bring their services to the fishing pier at Keaton Beach, as well as potentially bringing signage to some of Taylor County's boat ramps. A prototype sign is attached, and it would have our 24/7 stranding hotline as the number to call if a turtle is hooked.

In addition to the signage, RPI would provide a hoop net to rescue hooked turtles and PVC fishing line recycling tubes. To date, RPI's partners have collected over 18,000lbs of marine debris from the ocean using these tubes and other methods! They will also come out to our area and do a training for any local citizens who are interested in learning about what to do in the event that a sea turtle is hooked. I've also attached their program overview, which has more signage examples at the bottom. Here is the link to their website (https://marinelife.org/conservation/shield/responsible-pier-initiative/), which has a list of their current partners. Toward the bottom of the page are some pictures of their partners, and some of them are at the piers so you can see how the signs look when they are hung up. Please let me know if there is any more information you need for the Board meeting. Thank you so much!!

--Amber Lea

From: Blanco Marquez, Victor Juan < victor blancomar@ufl.edu>

Sent: Thursday, August 29, 2019 4:19 PM

To: Kincaid, Amber Lea

Subject: Re: Responsible Pier Initiative

Yes, send me and email explaining the project. Include images of the sign and any other element to have in the pier (like the net). When I have all that I put it into the Board meeting agenda for approval.

VICTOR

From: Kincaid, Amber Lea

Sent: Thursday, August 29, 2019 3:04 PM

To: Blanco Marquez, Victor Juan

Subject: Re: Responsible Pier Initiative

Oh that's great! As long as you are the county contact, I think the only thing we need is the OK to put up the signs. We got approval to put up signs that we requested in our Prescott grant proposal last year, but we STILL haven't heard about that grant, and these signs are slightly different, so do you think we should get approval for these signs in particular? They may also provide a net people can use to pull hooked turtles up from the pier, so I imagine the county would want to know about that, too. Thank you so much for your help on this!

I will put together an email next week (I think everyone is in hurricane mode currently) with you, Dr. Walsh, and the RPI representative to get things in motion. Thanks again!!

--Amber Lea

From: Blanco Marquez, Victor Juan < victor blancomar@ufl.edu>

Sent: Thursday, August 29, 2019 2:10 PM

To: Kincaid, Amber Lea

Subject: Re: Responsible Pier Initiative

I'm the County contact; however, if you would like to contact the County Administrator (Lawanda Pemberton) I can facilitate her phone and email to you. Usually, to make a decision, I would take any proposal to the Board of County Commissioners Meeting where they discuss and approve. We have done this in the past with several outside partnerships and activities. Don't worry about it, just let me know exactly what you need and I get it for you.

VICTOR BLANCO

Marine and Natural Resources Extension Agent Sea Grant UF/IFAS Extension - Taylor County 203 Forest Park Dr. Perry, Fl 32348-6340

Phone: 850-838.3508 Ext. 305

Cell: 786-449.9677

victorblancomar@ufl.edu

See our video

From: Kincaid, Amber Lea

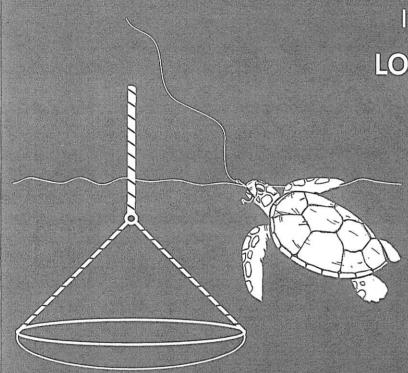
Sent: Thursday, August 29, 2019 9:12 AM

To: Blanco Marquez, Victor Juan

Subject: Re: Responsible Pier Initiative

. . .

Sea Turtle Rescue



If a sea turtle is accidentally hooked or entangled, call:

LOGGERHEAD MARINELIFE CENTER: 561-603-0211 FWC 24 HOUR RESCUE LINE: 888-404-FWCC

Please alert pier staff.

- 1. Reel in slack line, keeping the turtle at the surface.
- 2. Lower the hoop net and slide it under the turtle.
- 3. Walk the turtle to the beach.
- 4. Place the turtle in a shaded area or cover with a damp towel. Do not attempt to remove hooks, line, or gear from the turtle. Excess fishing line may be trimmed. Be sure to leave at least 2 feet attached to the hook.
- 5. Take photos of the turtle and any injuries and send to the sea turtle response team.









TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER AND REVIEW AN AD VALOREM PROPERTY TAX EXEMPTION APPLICATION FOR REGENT MEDICAL AND AESTHETICS CLINIC WHICH WAS TRANSMITTED TO THE BOARD BY THE TCDA.

MEETING DATE REQUESTED:

SEPTEMBER 17, 2019

Statement of Issue:

THE TCDA BOARD OF DIRECTOR'S MET JULY 18, 2019

AND REVIEWED AN AD VALOREM PROPERTY TAX

EXEMPTION APPLICATION FROM REGENT MEDICAL AND

AESTHETICS CLINIC. THE TCDA BOARD HAS

FORWARDED THE APPLICATION.

Recommended Action:

Fiscal Impact:

\$5,460.55 IN TAX SAVINGS TO THE APPLICANT, IF

EXEMPTION APPROVED FOR 10 YEAR PERIOD.

Budgeted Expense:

Submitted By:

TAYLOR COUNTY DEVELOPMENT AUTHORITY

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THIS APPLICATION WAS ORIGINALLY PRESENTED TO THE BOARD ON AUGUST 20, 2019. THERE WERE QUESTIONS REGARDING THE NUMBER OF JOBS THAT MIGHT BE CREATED AND THE ITEM WAS TABLED. STAFF HAS CONTACTED APPLICANT, WHO INDICATED THAT THE BUSINESS PLAN INCLUDED THE HIRING OF 3 EMPLOYEES WITHIN 6 MONTHS, WITH THE HOPE OF HIRING A TOTAL OF 6 WITHIN A YEAR. AFTER A 2 YEAR PERIOD THE NUMBER OF EMPLOYEES COULD REACH 10.

Options:

APPROVE FOR UP TO 10 YEARS

NOT APPROVE

Attachments:

APPLICATION

LETTER FROM TCDA

DR-418

TAX ABATEMENT PROCESS CHART



TAYLOR COUNTY DEVELOPMENT AUTHORITY

July 31st, 2019

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

Economic Development

Ad Valorem Property Tax Exemption Application

Dear Board Members.

Regent Medical and Aesthetics Clinic has submitted an application for an Economic Development Ad Valorem Property Tax Exemption, form DR-418, to the Taylor County Development Authority, dated July 8th, 2019 and attached hereto, requesting abatement of Ad Valorem Taxes related to certain tangible personal property in Taylor County. TCDA has reviewed the application and found that it is complete, and that Regent Medical and Aesthetics Clinic is eligible for the requested exemption.

The economic impact of said exemption, if granted as requested by Regent Medical and Aesthetics Clinic, is as follows:

Full time jobs added:

3-5 then 6-10

Part time jobs added:

0

Temporary jobs added:

0

Increase in annual tax revenue before exemption applied:

\$869.11 in year one, decreasing after that due to depreciation of taxable asset, and being \$223.00 in year ten.

Estimated annual tax exemption amount:

\$869.11 in year one, decreasing after that due to depreciation of taxable asset, and being \$223.00 in year ten.

Net increase in annual tax revenue after exemption applied:

\$0.00

TAYLOR COUNTY DEVELOPMENT AUTHORITY 103 E. Ellis St., Perry, FL 32348 | floridarisingstar.com | 850.584.5627

Duration of tax abatement in years:

10

Increase in tax revenue over tax exemption period, before exemption applied: \$5,460.55

Increase in tax revenue over tax exemption period, after exemption applied:

\$0.00

Total tax savings to applicant over tax exemption period:

\$5,460.55

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

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

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

Chairman

Taylor County Development Authority

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812-RC] 8851 F

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION Chapter 1881, 1995, Florida Statutes

To be fined with that Based of Courty Commissioners. The governing boards of the minespecify, or both, or both no letter than March 1 of the year the exampton its desired to lake offset.

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TAYLOR COUNTY DEVELOPMENT AUTHORITY

Revised July 25, 2018

To: Applicant for Economic Development Ad Valorem Property Tax Exemption

Re: Economic Development Ad Valorem Property Tax Exemption Process

Dear Applicant,

We understand that you wish to apply for an Economic Development Ad Valorem Property Tax Exemption.

This memorandum is intended to assist you in that process, but is not intended to be relied upon as legal advice. Although not required, you may wish to seek legal Counsel to assist you in applying for an Economic Development Ad Valorem Property Tax Exemption.

In order to apply for an Economic Development Ad Valorem Exemption, the following steps are prescribed by the Florida Statutes and local County Ordinance:

(In the event of direct conflict between the Florida Statutes and the Taylor County Code of Ordinances, the Florida Statutes should be deemed to supersede the Taylor County Code of Ordinances.)

 Any person, firm, or corporation which desires an economic development ad valorem tax exemption shall, in the year the exemption is desired to take effect, file a written application on a form prescribed by the department (attached hereto). FLORIDA STATUTES 196.1995(8).

- 2. The Taylor County Board of County Commissioners (hereinafter "BOCC") has ordained that the application must be delivered instead to its designee, the Taylor County Development Authority (hereinafter "TCDA"). Taylor County Ordinance 70-38.
- 3. The application must be submitted to the TCDA on or before March 1 of the year in which the exemption is being requested. *Taylor County Ordinance 70-38*.
- 4. The following are eligible for consideration of an economic development ad valorem tax exemption, pursuant to FLORIDA STATUTES 196.1995 and FLORIDA STATUTES 196.012(14) and (15):
 - a. A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
 - i. Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
 - ii. Is a target industry business as defined in s. 288.106(2)(q);
 - b. A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or
 - i. An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
 - ii. Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
 - c. A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
 - d. A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases

- operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.
- e. Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.
- 5. The following are eligible for consideration of an economic development ad valorem tax exemption, pursuant to *Taylor County Ordinance 70-35*:
 - a. A business establishing ten or more quality jobs to employ ten or more full-time employees in Taylor County, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
 - b. A business establishing 25 or more quality jobs to employ 25 or more full-time employees in Taylor County, the sales factor of which, as defined by FLORIDA STATUTES § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or
 - c. An office space in Taylor County owned and used by a business newly domiciled in Taylor County; provided such office space houses 50 or more full-time employees of such business; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
 - d. Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
- 6. The application shall request the adoption of an ordinance granting the applicant an exemption pursuant to FLORIDA STATUTES 196.1995 and shall include the following information:
 - a. The name and location of the new business or the expansion of an existing business; See FLORIDA STATUTES 196.1995(8) and Taylor County Ordinance 70-38.
 - b. A description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements; See FLORIDA STATUTES 196.1995(8) and Taylor County Ordinance 70-38.
 - c. A description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased; See FLORIDA STATUTES 196.1995(8) and Taylor County Ordinance 70-38.

- d. Proof, to the satisfaction of the board of county commissioners or the governing authority of the municipality, that the applicant is a new business or an expansion of an existing business, as defined in s. 196.012, Florida Statutes, and as defined in Taylor County Ordinance 70-35; See FLORIDA STATUTES 196.1995(8) and Taylor County Ordinance 70-38.
- e. The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time; See FLORIDA STATUTES 196.1995(8.)
- f. The expected time schedule for job creation; See FLORIDA STATUTES 196.1995(8.)
- g. Other information deemed necessary or appropriate by the department, county, or municipality. See FLORIDA STATUTES 196.1995(8.)
- h. The anticipated number of employees of the business; See Taylor County Ordinance 70-38.
- i. The expected numbers of employees of the business who will reside in Taylor County; See Taylor County Ordinance 70-38.
- j. The average wage of the employees of the business; See Taylor County Ordinance 70-38.
- k. The type of industry or business; See Taylor County Ordinance 70-38.
- 1. The environmental impact of the business; See Taylor County Ordinance 70-38.
- m. The anticipated volume of business or production; See Taylor County Ordinance 70-38.
- n. Whether relocation or expansion of the business would occur without the exemption; See Taylor County Ordinance 70-38.
- o. Whether the business is/or will be located within an enterprise zone or redevelopment area; See Taylor County Ordinance 70-38.
- p. The cost and demand for services or product produced by the business; See Taylor County Ordinance 70-38.
- q. The source of supplies of the business and whether other businesses in the county will be used to meet the supply demands of the business. See Taylor County Ordinance 70-38.
- 7. Taylor County historically has required the submission of Form DR-418 (attached hereto), along with an application.
- 8. The application must be submitted to the BOCC's designee, the TCDA, at 103 East Ellis Street, Perry, Florida 32347, or to the TCDA Attorney, Ray Curtis, at 103 North Jefferson Street, Perry, Florida 32347.
- 9. The TCDA Director or his designee shall review the application within 10 days of submission to determine whether the application meets the requirements of *Taylor County Ordinance 70-38*. Taylor County Ordinance 70-38.

- 10. Once the TCDA Director or his designee determines that the application is complete, the TCDA Director shall schedule a meeting of the TCDA Board of Directors (hereinafter "BOD"). This meeting shall be held within 30 days of determining the application is complete. *Taylor County Ordinance 70-38*.
- 11. No later than 10 days before the TCDA BOD meeting, the TCDA Director shall prepare, in writing, a recommendation of the applicant's eligibility for an exemption and prepare an economic impact analysis of the application. The recommendation and analysis shall be forwarded to the TCDA BOD immediately upon completion. *Taylor County Ordinance* 70-38.
- 12. The TCDA BOD shall review the application and the TCDA Director's recommendation and analysis to determine whether the applicant is eligible for an exemption. *Taylor County Ordinance* 70-38.
- 13. The TCDA BOD shall recommend to the BOCC that the BOCC approve or deny the application (with or without conditions), and the degree and length of the exemption if approval is recommended. *Taylor County Ordinance 70-38*.
- 14. Before it takes action on the application, the BOCC shall deliver a copy of the application to the property appraiser of the county. FLORIDA STATUTES 196.1995(9).
- 15. Pursuant to *FLORIDA STATUTES 196.1995(9)*, the property appraiser shall report the following information to the BOCC:
 - a. The total revenue available to the county for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;
 - b. Any revenue lost to the county for the current fiscal year by virtue of exemptions previously granted under this section, or an estimate of such revenue if the actual revenue lost cannot be determined;
 - c. An estimate of the revenue which would be lost to the county during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation; and
 - d. A determination as to whether the property for which an exemption is requested is to be incorporated into a new business or the expansion of an existing business, as defined in s. 196.012, Florida Statues, or into neither, which determination the property appraiser shall also affix to the face of the application. Upon the request of the property appraiser, the County staff shall provide to him or her such information as it may have available to assist in making such determination.
- 16. Upon receipt of the property appraiser's report, the BOCC shall, pursuant to *FLORIDA* STATUTES 196.1995(10), consider the application, and must take into account the following:

- a. The total number of net new jobs to be created by the applicant;
- b. The average wage of the new jobs;
- c. The capital investment to be made by the applicant;
- d. The type of business or operation and whether it qualifies as a targeted industry as may be identified from time to time by the BOCC;
- e. The environmental impact of the proposed business or operation;
- f. The extent to which the applicant intends to source its supplies and materials within the applicable jurisdiction; and
- g. Any other economic-related characteristics or criteria deemed necessary by the BOCC.
- 17. If the BOCC chooses to grant an economic development ad valorem tax exemption, it must, pursuant to *FLORIDA STATUTES 196.1995(11)*, adopt an ordinance which must include the following:
 - a. The name and address of the new business or expansion of an existing business to which the exemption is granted;
 - b. The total amount of revenue available to the county from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the county for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect, and the estimated revenue loss to the county for the current fiscal year attributable to the exemption of the business named in the ordinance;
 - c. The period of time for which the exemption will remain in effect and the expiration date of the exemption, which may be any period of time up to 10 years, or up to 20 years for a data center; and
 - d. A finding that the business named in the ordinance meets the requirements of s. 196.012(14) or (15), Florida Statutes.
- 18. Pursuant to FLORIDA STATUTES 196.1995(12), upon approval of an application for a tax exemption under this section, the BOCC and the applicant may enter into a written tax exemption agreement, which may include performance criteria and must be consistent with the requirements of this section or other applicable laws. The agreement must require the applicant to report at a specific time before the expiration of the exemption the actual number of new, full-time jobs created and their actual average wage. The agreement may provide the BOCC with authority to revoke, in whole or in part, the exemption if the applicant fails to meet the expectations and representations described in subsection (8).

/s/Ray Curtis	<u> </u>
Board Attorney	
Taylor County Devel	opment Authority



Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant:	REGENT MEDICAL AND AESTHETICS CLINIC
Address:	1209 NORTH CENTER STREET
	PERRY FLORIDA 32347
Phone:	850-843-1834-CELL
Fax:	
Contact Person:	DULCIE YELVERTON
Applicant is Applicant meets the	(check all that apply, but at least one, and describe below how e checked criteria):
time employe	r organization establishing 10 or more new jobs to employ 10 or more full- ees in this state, paying an average wage for such new jobs that is above the e in the area, which principally engages in any one or more of the following
	ures, processes, compounds, fabricates, or produces for sale items of onal property at a fixed location and which comprises an industrial or g plant; or
Is a target	industry business as defined in s. 288.106(2)(q);
A business or	organization establishing 25 or more new jobs to employ 25 or more full- ties in this state, the sales factor of which, as defined by s. 220.15(5), for the

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

Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption. The name and location of the new business or the expansion of an existing business is:
Development Ad Valorem Property Tax Exemption. The name and location of the new business or the expansion of an existing business is:
Development Ad Valorem Property Tax Exemption.
Development Ad Valorem Property Tax Exemption. The name and location of the new business or the expansion of an existing business is: REGENT MEDICAL AND AESTHETICS CLINIC, 1209 NORTH CENTER ST
Development Ad Valorem Property Tax Exemption. The name and location of the new business or the expansion of an existing business is: REGENT MEDICAL AND AESTHETICS CLINIC, 1209 NORTH CENTER ST
Development Ad Valorem Property Tax Exemption. The name and location of the new business or the expansion of an existing business is: REGENT MEDICAL AND AESTHETICS CLINIC, 1209 NORTH CENTER ST
Development Ad Valorem Property Tax Exemption. The name and location of the new business or the expansion of an existing business is: REGENT MEDICAL AND AESTHETICS CLINIC, 1209 NORTH CENTER ST PERRY FL 32347 The improvements to real property for which an exemption is requested are described as, and the

Page 3 of 8

,, <u>, , = , , , , , , , , , , , , , , , ,</u>	
• •	onal property for which an exemption is requested is described as, and the date ty was or is to be purchased is:
DESKS, COMPUT	ERS, CHAIRS, LASERS, LAB CENTRIFUGE, INTRAVENIOUS INFUSION EQUIPM
IEDICAL TABLES,	MEDICAL LIGHTS, MASSAGE CHAIRS, AESTHETICS CHAIRS AND EQUIPMENT
	
·····	
_	serve as proof that the Applicant is a new business or an expansion of an
existing business:	serve as proof that the Applicant is a new business or an expansion of an
existing business:	
existing business:	
existing business:	
existing business:	NG, LLC NUMBER L18000260572
existing business: WAITING LICENSI	
The number of jobs a	NG, LLC NUMBER L18000260572 os the applicant expects to create along with the average wage of the jobs and
The number of job whether the jobs a	os the applicant expects to create along with the average wage of the jobs and the full-time or part-time: OX 3 TO 5 WAGE RANGE \$10.00 TO 20.00 PER HOUR FULL TIME, S STEADY WILL INCREASE TO 6 TO 10, BUY AJOINING PROPERTY AND ADD

The expected time schedule for job creation is:
AS SOON AS BUILD OUT IS COMPLETE AND EQUIPMENT IS IN PLACE

15.00\$ PER HOUR
15 00¢ pep HOLID
The average wage of the employees of the business is or will be:
JJA
The expected numbers of employees of the business who will reside in Taylor County is:
. 01018
0.015
The anticipated number of employees of the business is:

8 to 2 age 9

	idustry or business is or will be: NCAL,IV NUTRITION,MEDICAL WEIGHT LOSS, BOTOX, FILLERS, BODY CONTOURI
he environm	ental impact of the business is or is expected to be:
IONE	
he anticipate	ed volume of business or production is:
20 PATI	ENTS A DAY 5 DAYS A WEEK
ould relocate	tion or expansion of the business occur or have occurred without the exemption?

Page 6 of 8

Is (or will it be) the bus	iness located within	an enterprise zo	ne or redevelop	ment area?
What is the cost and de	mand for services or			ss?
			·	,
What is (or will be) the will be used to meet the			nd will other bus	inesses in the county
CLEANING SERVICES, AND UTILITIES, LOCAL				
FOR MEDICAL SUPPLI				
			······································	

Signature:	Dulin	Yelente
Printed Name:	DULCIE YELVERTON	
On behalf of:		
Date:	07/03/2019	

CERTIFICATION

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

Signature:		2
Date Submitted:	7/3/19	

Page 8 of 8

ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION

Chapter 196.1995, Florida Statutes

DR-418 R. 12/99

To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

1 Business name REGENT MEDICAL AND AEST	HETIC	S CLINIC	Mailing address 12	09 NOF	TH CENT	ER STREE	Т		
Please give name and telephone number of owner or person in charge of this business.		PERRY FL 32347							
					8431834				
3 Exact Location (Legal Description and Street Address) of Property for which 1209 NORTH CENTER STREET			d 			iness at this f	acility (08/2019	
5 Description of the improvements to real property for v UPDATING/UPGRADING INTERIOR	vhich thi	s exemption	n is requested			Date of comme construction of		ts (06/13/2019
6 Description of the tangible personal property for which thi	s exemp	ition is reque	sted and date when p	roperty w	as, or is to be	purchased	APPRA	ISER'S	USE ONLY
		Date of			payer's Estin				
Class or Item	Age	Purchase	Original Cost \$ 100,000	Cond*	Fair Mari \$	ket Rent	Cond* \$		
LASER	0	N/A	\$ 20,000		\$		\$	_	
MEDICAL OFFICE DESK, COMPUTERS, EQUIF			\$	good	\$		\$		
			\$	-	\$		\$		
			\$		\$		\$		
			\$		\$		\$		
			\$		\$		\$		
			\$		\$		\$		
			\$		\$		\$		
Average value of inventory on hand: 20,000				*Conditi	on: good, a	vg (averag	ge), or po	or	
Any additional personal proper DR-405 (Tangible	ty not lis	sted above that Property	for which an exempti Tax Return) and a c	on is clai	med must be shed to this f	e returned or form.	n form		
7 Do you desire exemption as a ✓ new business of			an existing busines		9 Trade le		k as man	y as a	pply)
8 Describe type or nature of your business	<u> </u>			₹ Reta	ail 🗸 Who	lesale 📝	Manufactur	ing 🔽	Professional
FAMILY MEDICAL AND AESTHETICS WITH WELLN	ESS			▼ Sen	rice 📝 Offic	æ 🔽	Other, spec	ify:	
10 Number of full-time employees to be employe		orida		<u></u>					
	_			o/ Inc	rease in pro	ductive outp	out	-	%
If an expansion of an existing business: Net inc	loyment			% res	sulting from t	his expansion	on		/6
11 Sales factor for the facility requesting exempt	ion:								
Total sales in Florida from this facility-one (1) location only divided by facility-one (1) location					=		%		
12 For office space owned and used by a corporation newly domiciled in Florida in Florida Number of full-time employees at this location		ation							
I hereby request the adoption of an ordinance granting	an exem	notion from	ad valorem taxation	on the ab	ove property	pursuant to	o Section 1	96.199	5, Florida
I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true,			or me						
Property Appraiser may request in regard to the exemp correct, and complete to the best of my knowledge and	tion requ	uested here If propared	in. I hereby certify the	at the int an the ta	omation and xnaver, his d	o valuation is declaration is	stated abov s based on	re by m all info	es true, emation of
which he has any knowledge.)	Dellel. (ii prepared	by someone one, u		opayon, mo				
Date 07/03/2019			Signature, prep	arer					
Signature, taxpayer Preparer's address		•							
Title OWNER			Preparer's telep	hone nu	mber				
Property Appraiser's Use Only									
I Total revenue available to the county or municipa					sources		\$		
Il Revenue lost to the county or municipality for the county of	urrent fi	scal year by	virtue of exemptions	previous	ly granted u	nder this sec	ction \$		
Estimate of the revenue which would be lost to the for were granted and the property for which the e	e count	or municip	ality during the curre	ent fiscal	year if the ex	cemption ap	plied \$		
IV Estimate of the taxable value lost to the county or			exemption applied fo	r was gra		· · · · · · · · · · · · · · · · · ·		_	
Improvements to real property \$		- 4-0:40-	Personal proper		10/45) /46	S) Electric C	latutas as		
V I have determined that the property listed above to new business expansion of				0.8er no	1∡(15) OF (1¢), rionda \$1		d	
VI Last year for which exemption may be applied									
land to the transfer of the tr									

· /~ : 4

General Information

Ad Valorem property tax exemptions can be granted to new and expanding businesses only after the voters of a city and/or county vote in a referendum to allow that city or county to grant exemptions. Section 196.1995, Florida Statutes, requires that a referendum be held if: (1) The Board of County Commissioners or governing authority of a municipality (city or county commission) votes to hold such a referendum, or (2) if the county or city commission receives a petition signed by ten percent of the registered voters of the county or city. This referendum question can then be placed before the voters of a city or county at any regular election or special election called for voting on the tax incentive referendum or for any other purpose.

If the voters authorize exemptions, a company must first meet the definitions of a new or expanding business as stated in s. 196.012 (15) and (16), F.S.

The expansion must be on the same or a colocated site of the business current operations.

If a business meets one of the above definitions as a new or expanding business, it must then file this application with the county or city commission or both.

After the city or county commission receives this application, it must submit the application to the county property appraiser for review. After the property appraiser makes the report as to the fiscal impact of granting the exemption, the county or city commission shall then adopt an ordinance in the usual manner-granting the exemption, if it chooses to do so.

A business cannot receive exemption from school taxes or water management district taxes. Also a business must pay taxes that were voted by the voters of a city or county to pay for bond issues and other special tax levies authorized by the voters of a city or county.

The exemption can only be for the improvements to the real property and for tangible personal property. The land on which the new or expanding business is to be located will still be taxed and taxes must be paid on it.

The action taken by a city or county commission can only exempt the taxes paid to that governmental body. A city can only exempt its taxes; a county can only exempt its taxes. All other taxes must be paid.

Statutory Definitions

Section 196.011 Annual application required for exemption .—

(1)(a) Every person or organization who, on January 1, has the legal title to real or personal property, except inventory, which is entitled by law to exemption from taxation as a result of its ownership and use shall, on or before March 1 of each year, file an application for exemption with the county property appraiser, listing and describing the property for which exemption is claimed and certifying its ownership and use. The Department of Revenue shall prescribe the forms upon which the application is made. Failure to make application, when required, on or before March 1 of any year shall constitute a waiver of the exemption privilege for that year, except as provided in subsection (7) or subsection (8).

Section 196.012(15) and (16), Florida Statutes (15) "New business" means:

- (a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;
- 2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s.220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or
- 3. An office space in this state owned and used by a corporation newly domiciled in this state; provided such office space houses 50 or more full-time employees of such corporation; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
- (b) Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
- (c) A new business that is situated on property annexed into a municipality and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
 - (16) "Expansion of an existing business" means:
- (a)1. A business establishing 10 or more jobs to employ 10 or more full-time employees in this state, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible

personal property at a fixed location and which comprises an industrial or manufacturing plant; or

- 2. A business establishing 25 or more jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operation on a site colocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than 10 percent or an increase in productive output of not less than 10 percent.
- (b) Any business located in an enterprise zone that increases operations on a site colocated with a commercial or industrial operation owned by the same business.

Section 198.1995 Economic development ad valorem tax exemption.-

(6) With respect to a new business as defined by s. 196.012(15)(c), the municipality annexing the property on which the business is situated may grant an economic development ad valorem tax exemption under this section to that business for a period that will expire upon the expiration of the exemption granted by the county. If the county renews the exemption under subsection (7), the municipality may also extend its exemption. A municipal economic development ad valorem tax exemption granted under this subsection may not extend beyond the duration of the county exemption.

Section 220.15(5), Florida Statutes.

- (5) The sales factor is a fraction the numerator of which is the total sales of the taxpayer in this state during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period.
- (a) As used in this subsection, the term "sales" means all gross receipts of the taxpayer except interest, dividends, rents, royalties, and gross receipts from the sale, exchange, maturity, redemption, or other disposition of securities. However:
- Rental income is included in the term if a significant portion of the taxpayer's business consists of leasing or renting real or tangible personal property; and
- Royalty income is included in the term if a significant portion of the taxpayer's business consists of dealing in or with the production, exploration, or development of minerals.
- (b)1. Sales of tangible personal property occur in this state if the property is delivered or shipped to a purchaser within this state, regardless of the f.o.b. point, other conditions of the sale, or ultimate destination of the property, unless shipment is made via a common or contract carrier.

- 2. When citrus fruit is delivered by a cooperative for a grower-member, by a grower-member to a cooperative, or by a grower-participant to a Florida processor, the sales factor for the growers for such citrus fruit delivered to such processor shall be the same as the sales factor for the most recent taxable year of that processor. That sales factor, expressed only as a percentage and not in terms of the dollar volume of sales, so as to protect the confidentiality of the sales of the processor, shall be furnished on the request of such a grower promptly after it has been determined for that taxable year.
- Reimbursement of expenses under an agency contract between a cooperative, a growermember of a cooperative, or a grower and a processor is not a sale within this state.
- (c) Sales of a financial organization, including, but not limited to, banking and savings institutions, investment companies, real estate investment trust, and brokerage companies, occur in this state if derived from:
- Fees, commissions, or other compensation for financial services rendered within this state;
- 2. Gross profits from trading in stocks, bonds, or other securities managed within this state;
- Interest received within this state, other than interest from loans secured by mortgages, deeds of trust, or other liens upon real or tangible personal property located in this state, and dividends received within this state;
- Interest charged to customers at places of business maintained within this state for carrying debit balances of margin accounts, without deduction of any costs incurred in carrying such accounts;
- 5. Interest, fees, commissions, or other charges or gains from loans secured by mortgages, deeds of trust or other liens upon real or tangible personal property located in this state or from installment sale agreements originally executed by a taxpayer or the taxpayer's agent to sell real or tangible personal property located in this state;
- 6. Rents from real or tangible personal property located in this state; or
- Any other gross income, including other interest, resulting from the operation as a financial organization within this state.

In computing the amounts under this paragraph, any amount received by a member of an affiliated group (determined under s. 1504(a) of the Internal Revenue code, but without reference to whether any such corporation is an "includable corporation" under s. 1504(b) of the Internal Revenue code) from another member of such group shall be included only to the extent such amount exceeds expenses of the recipient directly related thereto.

Taylor County Ad Valorem Tax Abatement Process (County Commission)

Does the application consist of the Form DR-418 and any other form required by the County? If yes, then continue; If no, then application not complete.(TCC 70-38)

Has the TCDA pre-screened the application and given a recommendation to the BOCC? If not, refer back to TCDA. (TCC 70-39(3))

Was the application submitted before March 1st of the year the exemption is requested?

If yes, then continue; if no, then deny. (TCC 70-38)

If application for improvements to real property, have the improvements already been added to the tax roll? If yes, then deny. (TCC 70-37(b)) If application for replacement of tangible personal property, then deny. (TCC 70-37(d))

Have all real or tangible personal property taxes for the year been paid? If yes, then continue; if not, then deny. (TCC 70-38(5))

Has the BOCC received a report on the application from the Property Appraiser? If yes, continue on; if no, then request from Property Appraiser. (Hint: There is a section for the Property Appraiser to fill out on the Form DR-418) (F.S. 196.1995(9))

Is it a new business? New business means:

- 1. Establishing 10 or more full time manufacturing or industrial jobs in TC; or
- 2. Establishing 25 or more TCC 18-241 job in TC; or
- 3. The business is new to Taylor County and occupies an office space with 50 or more full time employees; or
- 4. The business is located in an enterprise zone, and first began operations on a site clearly separate from any other commercial or industrial operation owned by the same business. (Hint, all of Taylor County is deemed an enterprise zone.) (TCC 70-35)

If yes, then continue down; if no, then continue to the right.

Is it an expansion of an existing business? Expanding existing business means a business already existing in TC that:

- 1. Is creating 10 or more full time manufacturing or industrial jobs in TC; or
- 2. Establishes 25 or more TCC 18-241 jobs in TC; or
- 3.Is located in an enterprise zone that increases operations on a site co-located with a commercial or industrial operation owed by the same business. (Hint, all of Taylor County is deemed an enterprise zone.) (TCC 70-35)

If yes, then continue down; if no, then deny.

Has proof of the above, sufficient in the view of the BOCC, been presented by the applicant? If yes, then continue; if no, then deny the application or continue the hearing on the application and request additional information. (F.S. 196.1995(8))

The BOCC must consider:

- 1. Total number of net new jobs.
- 2. Average wage of the new jobs.
- 3. Capital investment to be made.
- 4. Type of industry and whether it qualifies as a targeted industry.
- 5. Environmental impact.
- 6. Extent to which applicant will source its supplies locally.
- 7. Any other economic-related criteria deemed necessary by the BOCC.

(F.S. 196-1995(10))

If the BOCC chooses to grant an exemption, it must adopt an ordinance to include the following:

- 1. The name and address of the business to which the exemption is being granted;
- 2. The total amount of revenue available to the county from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the county for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect, and the estimated revenue loss to the county for the current fiscal year attributable to the exemption of the business named in the ordinance;
- 3. The period of time for which the exemption will remain in effect and the expiration date of the exemption, which may be any period of time up to 10 years, or up to 20 years for a data center; and
- 4. A finding that the business named in the ordinance meets the requirements of s.196.012(14) or (15), Florida Statutes.
- 5. A statement that the exemption is subject to the terms and conditions of this article and/or other terms and conditions required by the commission.

(TCC 70-39(5))

Notes:

- 1. Exemption can only be for improvements to real property, NOT for the real property itself.
- 2. The exemption is only for County taxes; NOT city, school, etc. taxes.
- 3. The BOCC may grant or deny for any reason, EXCEPT for an illegal reason (i.e. race, religion, sex).
- 4. Per TCC 70-40, no precedent is set by the grant or denial of an application.
- 5. Per TCC 70-41, all exemptions granted are conditioned upon maintaining the new or expanding business, and submitting annual reports.

BIG BEND WATER AUTHORITY CONTACT INFORMATION

2019

PO BOX 670

1313 1ST AVE STEINHATCHEE, FL 32359-0670

352,498,3576

FAX 352,498,3624

BBWA@BELLSOUTH.NET

VICE-CHAIR (DIXIE)
HOWARD HART
PO BOX 101
STEINHATCHEE, FL 32359
HOME: 352.498.3920

OFFICE: 352.498.7269 CELL: 352.542.4026

EMAIL:

SEC/TREASURER: (TAYLOR)

MARTIN PIERCE PO BOX 73 STEINHATCHEE, FL 32359 PHONE: 352.498.8088

EMAIL:

COUNTY COMMISSIONER W.C. MILLS (DIXIE) PO BOX 2600 CROSS CITY, FL 32628 CELL: 352.356.0402

EMAIL:

MARGARET CORBIN (DIXIE) 336 SW 911 ST

STEINHATCHEE, FL 32359 PHONE: 352.356.1525

EMAIL:

BBWA ATTORNEY
SNIFFEN & SPELLMAN, P.A.
MARK LOGAN
123 N MONROE ST
TALLAHASSEE, FL 32301
OFFICE: 850.205.1996

EMAIL:

CHAIRMAN: (TAYLOR) CHARLES NORWOOD, JR 322 RIVERSIDE DR STEINHATCHEE, FL 32359

HOME: 352.498.2414 WORK:352.498.3008 CELL: 352.3356.7129

EMAIL:

COUNTY COMMISSIONER SEAN MURPHY (TAYLOR) 620 DEERWOOD AVE PERRY, FL 32348 CELL: 850.371.0780

EMAIL:

WENDELL MCKINNON (TAYLOR)

PO BOX 751

STEINHATCHEE, FL 32359 CELL: 407.908.8356

PHONE: 352.498.5452

EMAIL:

GENERAL MANAGER MARK REBLIN PO BOX 196

STEINHATCHEE, FL 32359 CELL: 352.356.1342

EMAIL:MREBLIN@MSN.COM

BBWA ENGINEER

HATCH MOTT MACDONALD

MIKE MURPHY

1545 RAYMOND DIEHL RD STE 200

TALLAHASSEE, FL 32308

OFFICE:

FAX: 850.561.0205

EMAIL:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE BIG BEND WATER AUTHORITY BOARD OF DIRECTORS.



MEETING DATE REQUESTED: September 17, 2019

Statement of Issue: The Big Bend Water Authority requests that the Board of County

Commissioners appoint one (1) member to the Big Bend

Water Authority Board of Directors.

Recommended Action: Appoint one (1) Member

Fiscal Impact:

Budgeted Expense:

Submitted By: Mark Reblin, General Manager

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: Appoint/Not Appoint

Attachments:

Big Bend Water Authority Board Roster

Advertisement

Application for Charlie Norwood Jr. Application for Stanley Ridgeway

BIG BEND WATER AUTHORITY

BBWA is accepting applications for (1) two year term board member in Steinhatchee, FL, (Taylor County service area).

Applicant must reside/homestead in the BBWA-Taylor County service area. This is a non-paying position.

Applications can be obtained at BBWA Office. Anyone interested please call LaWanda Pemberton, BBWA General Manager, at 352-498-3576.

All applications must be completed and delivered to the Taylor County Administrator's Office, Lawanda Pemberton, 201 E Green St, Perry, FL, 32347. Applications must be received no later than August 30, 2019, at the close of the business day (5:00 p.m.).

BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: CHARLIE A. HORDOD Jr.
MAILING ADDRESS: 322 Ruceside de.
CITY: Stieshatelez STATE: FLORIDA ZIP: 32359
HOME PHONE: NONE
WORK PHONE: 352 356 7129
EMAIL: _ Charlie & seahag. Con.
EMPLOYER: SEIC SEATING MASING INC.
JOB TITLE: President.
NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 20
REGISTERED VOTER IN TAYLOR COUNTY: YES: NO:
HOMESTEAD PROPERTY IN BBWA SERVICE AREA NO:
Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.
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- Charly & Stable Massagment & lasteship.
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- Strong Farmond Strally within the Authrity.
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I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abuse by all Board rules should I be appointed.

DATE

Record 8/29/19 3:51pm Spanuerton

BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Stanker L. Reflexione
MAILING ADDRESS: 908 BEREISER (BENLOSES)
CITY: Strassatike STATE: FLORIDA ZIP: 373270
HOME PHONE: 352-949-7517
WORK PHONE: CT
EMAIL:
EMPLOYER: Relaire
JOB TITLE: ~
NUMBER OF YEARS RESIDING IN TAYLOR COUNTY:
REGISTERED VOTER IN TAYLOR COUNTY: YES: NO:
HOMESTEAD PROPERTY IN BBWA YES: NO:
Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.
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I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8-10-19 DATE Starley h. Destary

Record 8/20 10:48 Appendented

ADDITIONS TO THE AGENDA

September 17, 2019

MOVE

CONSENT

14. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR THE LEASING OF 296+/- ACRES OF PROPERTY FOR THE HARVESTING AND SALE OF SAW PALMETTO BERRIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

TO

COUNTY ATTORNEY ITEMS

21-A. THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR THE LEASING OF 296+/- ACRES OF PROPERTY FOR THE HARVESTING AND SALE OF SAW PALMETTO BERRIES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

ADD

GENERAL BUSINESS

20-A. THE BOARD TO CONSIDER THE REQUEST FROM HOOKED ON HEROES TO WAIVE BOAT RAMP FEES OCTOBER 5, 2019 AT THE STEINHATCHEE BOAT RAMP, AS AGENDAED BY COMMISSIONER MURPHY.