

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, FEBRUARY 15, 2022
9:00 A.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF THE DERELICT VESSEL REMOVAL GRANT PROGRAM APPLICATION, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

BIDS/PUBLIC HEARINGS:

6. THE BOARD TO HOLD THE SECOND OF TWO (2) PUBLIC HEARING ON THE PASSAGE OF THE PROPOSED ORDINANCE AMENDING THE TAYLOR COUNTY CODE OF ORDINANCES TO PROVIDE CRITERIA ACCESSORY STRUCTURES IN FLOOD HAARD AREAS.

HOSPITAL ITEMS:

7. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE DOCTORS' MEMORIAL HOSPITAL (DMH) BOARD OF DIRECTORS, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

8. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO PLACE FIRE PREVENTION SIGNS ON COUNTY RIGHT OF WAY, AS AGENDAED BY JACK SMITH, FLORIDA FOREST SERVICE.

GENERAL BUSINESS:

9. THE BOARD TO FURTHER DISCUSS THE FISCAL YEAR 2022 BOARD CALENDAR.
10. THE BOARD TO FURTHER DISCUSS KEATON BEACH PROPERTY SALES.

COUNTY STAFF ITEMS:

11. THE BOARD TO CONSIDER APPROVAL OF DRAFT TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE AGREEMENT AND ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY HANK EVANS, PUBLIC WORKS DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF LOCAL AGENCY PROGRAM REIMBURSEMENT AGREEMENT, PROPOSING JOINT PARTICIPATION WITH FDOT AND PROJECT MANAGEMENT OF THE DESIGN PHASE OF THE GRANGER BRIDGE REPLACEMENT PROJECT.

COUNTY ADMINISTRATOR ITEMS:

13. THE BOARD TO CONSIDER APPROVAL OF SURVEYS FOR LOTS LOCATED AT KEATON BEACH.
14. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
15. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
16. 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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission – Consent Agenda Item

SUBJECT/TITLE:



Approve the Derelict Vessel Removal Grant Program Application

Meeting Date:

February 15, 2022

Statement of Issue: Approve the Derelict Vessel Removal Grant Program Application for the Removal and disposal of two (2) derelict vessels located in Taylor County water jurisdiction, in the total amount of \$10,350

Recommendation: Approve the Derelict Vessel Removal Grant Program Application.

Fiscal Impact: \$ 10,300 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

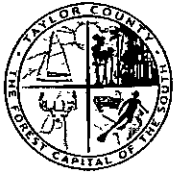
History, Facts & Issues: FWC-Law Enforcement has made the due diligence to solve the situation of two (2) derelict vessels, one located in Steinhatchee river (near the Landings), and one located near Spring Creek boat ramp. The cases were discussed with the County and a reimbursement grant proposal was prepared. Quotes were requested from 6 contractors and The application "Derelict Vessel Removal from Taylor County Waters", for the removal and disposal of two derelict vessels, in the total amount of \$10,350, is ready to be submitted to FWC

Options:

1. Approve the Derelict Vessel Removal Grant Program Application.
2. Deny approval

Attachments:

1. Grant application package, attachments.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, 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

Perry, February __, 2022.

Florida Fish and Wildlife Conservation Commission
Division of Law Enforcement
Boating and Waterways Section

Attn: Derelict Vessel Removal Grant Program
620 South Meridian Street, Room 235
Tallahassee, Florida 32399-1600

Attached to the present communication find for your consideration the grant application for the project "Derelict Vessel Removal from Taylor County Waters", for the removal and disposal of two derelict vessels, in the total amount of \$10,350.

We delegate on and authorize LaWanda Pemberton, County Administrator, and Victor Blanco, County Marine Extension Agent, to sign and submit the derelict vessel grant application on behalf of the Board and to represent this Board in all matters related to the grant. If you have further question you can reach them at lpemberton@taylorcountygov.com or 850-838-3500, or at victorblancomar@ufl.edu or 850-838-3508.

Sincerely,

Thomas Demps
Chairman

Attachments:
Grant application
Project Proposal
Delegation of authority
Detailed cost estimate



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Derelict Vessel Removal Grant Application

FOR OFFICE USE ONLY

Derelict Vessel Removal Grant Application Number:	Date Received:
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I. APPLICANT INFORMATION			
Applicant:		Taylor County Board of County Commissioners	
a) Federal Employer ID No.:		59-6000879	
b) Project Manager Name:	LaWanda Pemberton & Victor Blanco	c) Project Manager Title:	County Administrator / County Marine Extension Agent
d) Mailing Address		201 E Green St	
e) City/State/ZIP		Perry, FL 32347	
f) Shipping Address		203 Forest Park Dr	
g) City/State ZIP		Perry, FL 32348	
h) Telephone		850-838-3508	
i) FAX			
j) Email		lpemberton@taylorcountygov.com / victorblancomar@ufl.edu	
k) District Numbers:			
l) State House			
m) State Senate			

II. PROJECT SUMMARY	
a) Project Title	Derelict Vessel Removal from Taylor County Waterways
b) Project Goal(s):	The goal is to remove two derelict vessels, Case No. 21-0753 and Case No. FWNC20OFF2838, from their current location within Taylor County waterways, and dispose them in a landfill.
c) Project Cost (Total):	10,350

d) Grant Amount Requested:	10,350
e) Project Type(s):	<input checked="checked" type="checkbox"/> Bulk Derelict Vessel Grant (See Section V of guidelines for eligibility and restrictions. Rapid Removal Derelict Vessel Grant (See Section VI of guidelines for eligibility and restrictions). <input type="checkbox"/>

Brief Project Summary (including the total number of derelict vessels that you are requesting be removed as part of this project). (Note that a detailed Project Summary/Scope of Work is required as an attachment to this application. The project includes the removal of two (2) derelict vessels in Taylor County waters. The first vessel is a partially submerged white Cabin cruiser, case Number FWNC20OFF2838, located on Steinhatchee river, up the landings, with Registration number FL-2065-HK. The second vessel is a partially submerged 22' blue commercial trawler, Derelict vessel Number 21-0753, with unknown registration number, located about 225 yards west of Spring Creek boat ramp. Derelict vessels will be removed by and specialized and insured marine contractor, who will haul and transport the vessel to a landfill.

<p>III. JUSTIFICATION FOR RAPID REMOVAL GRANT REQUEST VS. BULK DERELICT VESSEL GRANT REQUEST</p> <p>Describe how the vessel to be removed meets the rapid removal criteria listed in Section VI of the Derelict Vessel Removal Grant guidelines using specific conditions which demonstrate it is in danger of imminent sinking, breaking apart, or is a critical danger to public safety or the environment.</p> <p>No rapid removal is requested in this project</p>

IV. PROJECTED OUTCOMES

- a. How many total derelict vessels are there in the project's jurisdiction? What percentage of the total derelict vessels located within the project's jurisdiction will be removed by this project? (Limited to those listed in the Statewide Derelict Vessel Database).

The FWC derelict vessel Map Viewer reported only two derelict vessels in Taylor County jurisdictional waters (Case No. 21-0753 and Case No. FWNC20OFF2838), both of which (100%) are part of this grant application and will be removed

- b. Describe the system to be used in demonstrating complete removal and destruction of the removed vessel(s). Include the procedure to verify contractor's completeness in removal of the vessel(s).

The removal of the vessels will be demonstrated in two ways. First, a representative of Taylor County Board of County Commissioner, in the person of the County Marine Extension Agent, will be directly coordinating the removal process with the subcontractor. The agent will be in the water or the closest boat ramp to register the removal using video and pictures. Second, the County will require the subcontractor a prove of proper disposal in the landfill by submitting copy of the receipt. An FWC-Law Enforcement Officer will be invited to join the activity to verify the removal of the vessels from the water and register the activity. The activities expected from the subcontractor includes: re-floatation of the vessel, transportation by water to the closest boat ramp, hauling of the derelict vessel to a truck, and final disposal in a landfill.

V. BUDGET

Has a detailed cost estimate/proposal been developed for this derelict vessel removal project? If yes, attach a copy of application.

☐ YES

☒ NO

VI. OTHER SOURCE OF FUNDS (STATUS) None

- a. ☐ Federal ☐ State/Local ☐ Loan Agency: _____
- b. Grant Name: _____ Amount: _____
- c. Approval Status: ☐ Approved ☐ Pending Intend to Apply, Date: _____

VII. LAW ENFORCEMENT CASE DATE (Include a line for each derelict vessel that you are requesting be removed as a part of this project)						
	AGENCY	AGENCY CASE NUMBER	VESSEL REGISTRATION	VESSEL MAKE	VESSEL LENGTH	VESSEL REMOVAL QUOTE
1	FWC-Law Enforcement	FWNC20OFF2838	FL-2065-HK	Unknown	Unknown	\$ 6,350.00
2	FWC-Law Enforcement	21-0753	Unknown	Unknown	22'	\$ 4,000.00
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
					TOTAL	\$ 10,350.00

VIII. APPLICATION ATTACHMENTS CHECKLIST	
For mailed applications, include a copy on electronic media with paper copy or you may email entire application to: DVGrant@MyFWC.com	
Inc.	Required Attachments
<input checked="" type="checkbox"/>	a. Cover Letter: A brief letter explaining overview of project and responsible parties involved.
<input checked="" type="checkbox"/>	b. Application: One (1) application with original signature from authorized individual.
<input checked="" type="checkbox"/>	c. Project Proposal: a detailed description of the project as described in the application instructions.
<input checked="" type="checkbox"/>	d. Delegation of Authority: Formal documentation to show that the person signing the application has the authority to apply for, administer and commit the governing body or not-for-profit organization to the grant project on behalf of the applicant.
<input checked="" type="checkbox"/>	e. Detailed Cost Estimate: Cost estimate in the form of a formal bid, written quote from proposed vendor or a detailed cost estimate for the project elements. One (1) tabbed section for each vessel removal requested to include the Derelict Vessel Data Sheet (Attachment "A").

APPLICANT SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority (see grant guidelines Section IV, 4.4) to sign on behalf of the Applicant and that the Applicant has the ability to undertake the proposed activities in compliance with the FWC Derelict Vessel Removal Grant Program Guidelines.

I also certify that the applicant's governing body is aware of and has authorized the project manager as the official representative of the applicant to act in connection with this application and subsequent project, as well as to provide additional information as may be required. By my signature below, the applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and the resulting project if approved.

Print/Type Name: _____ Title: _____

Signature: _____ Date: _____

STATE OF FLORIDA, COUNTY OF SELECT ONE

_____ personally, appeared before me this _____ day of _____

20__ who subscribed and swore to the above instrument in my presence.

Notary Public Name: _____ My commission expires: _____

NOTE: Instruction and further information regarding this application and the FWC Derelict Vessel Removal Grant Program can be found in the Program's Guidelines document or by contacting the Program Administrator at: Florida Fish and Wildlife Conservation Commission, Boating and Waterways Section, Derelict Vessel Program, 620 South Meridian Street, Tallahassee, FL 32399-1600 or call (850) 488-5600

Attachment A

(Submit one (1) sheet for each vessel requested in grant application)

Derelict Vessel Data Sheet

Law Enforcement Case Number:	
County of Vessel's Location:	Taylor
Has the vessel's owner or responsible party been charged with a violation of either Section 823.11, F.S. or Section 376.15, F.S.?	YES
If the vessel's owner or responsible party has not been charged with a violation of Section 823.11, F.S. or section 376.15, F.S., did law enforcement request that the State Attorney file charges directly?	SELECT ONE
Describe the vessel's location: (example: Vessel is in shallow water within mangroves at boat ramp. Semi-submerged on the Steinhatchee river, up of the Landings	
Vessel Coordinates: (Degrees-Decimal Minutes)	(N) 29 41.6710 (W) 83 21.1450
Has law enforcement officer issued a Letter of Removal Authorization:	YES
Vessel Color:	White
Vessel Length:	Unknown
Vessel Registration:	FL-2065-HK
Investigating Agency:	FWC-Law Enforcement
Photo of Vessel: (include photos as attachment in this tab)	NO
Select Removal Type:	BULK REMOVAL
Are there pollutants on the vessel requiring removal?	NO
Is the vessel located in or above seagrass or coral?	NO
Vessel Removal Cost (Include contractors written quote for the vessel)	6,350.00
Contractor's Name:	Sammy Royal - Sea Tow Horseshoe Beach
Contractor's Address:	Keaton Beach, FL
Contractor's Phone	352-578-4160



9/30/2021

**Florida Fish
and Wildlife
Conservation
Commission**

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Rodney Barreto
Chairman
Coral Gables

Michael W. Sole
Vice Chairman
Tequesta

Steven Hudson
Fort Lauderdale

Gary Lester
Oxford

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Robert A. Spottswood
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Office of the
Executive Director
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law
Enforcement
Colonel Roger Young
Director

850-488-6251
850-487-0463 FAX

*Managing fish and wildlife
resources for their long-term
well-being and the benefit
of people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

Lawanda Pemberton
Taylor County Administrator.
201 East Green Street
Perry FL. 32347

RE: Derelict Vessel Case Number FWNC20OFF2838.

Dear Mrs. Pemberton:

The Florida Fish and Wildlife Conservation Commission (FWC) has investigated the vessel described below and determined the vessel is abandoned and derelict as defined in sections 705.103 and 823.11, Florida Statutes. FWC has provided notice to the last known owner/custodian of the vessel and afforded him/her an opportunity for a hearing compliant with fundamental procedural due process. Your Agency is now authorized to remove and dispose of the following vessel on behalf of the FWC:

Vessel Make: Unknown.

Vessel Model: Cabin Cruiser.

Vessel Hull Identification Number: CFG283156M791

Vessel Registration Number: FL-2065-HK.

Vessel Color: White

Vessel Location Latitude/Longitude: N29*41.67102/ W83*21.14502

Vessel Location Description: On the Steinhatchee River up from the landings.

Please photograph the removal and destruction of the vessel and email the images to the email address provided below after the removal is complete. If you will be unable to take or provide the necessary images, please contact me in advance so an FWC officer can attend and document the vessel removal and destruction. Please also notify me of the total cost incurred for the removal and destruction of this vessel. If an owner/custodian can be identified, FWC will send a demand letter to the owner/custodian on your behalf seeking to recover your costs.

This authorization permits only (1) the destruction of the vessel identified above and (2) the removal and less any salvage value obtained by the disposal of the property salvageable material from this vessel pursuant to subsection 705.103(4), Florida Statutes. Any other use of the vessel is not authorized. This letter does not authorize the removal of any vessels other than the vessel identified above.

Once you have informed me the vessel has been removed and I have photographic documentation of the removal and destruction, FWC will request the Department of Highway Safety and Motor Vehicles cancel the title and registration for the vessel.

Name
Page 2
Date

Please contact me if you have any other questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Travis Cooper", with a stylized flourish extending to the right.

Officer Travis Cooper
3377 east US Hwy 90
Lake City Fl. 32055
Travis.cooper@myfwc.com
352-441-1015

Enclosures

Attachment A

(Submit one (1) sheet for each vessel requested in grant application)

Derelict Vessel Data Sheet

Law Enforcement Case Number:	
County of Vessel's Location:	Taylor
Has the vessel's owner or responsible party been charged with a violation of either Section 823.11, F.S. or Section 376.15, F.S.?	YES
If the vessel's owner or responsible party has not been charged with a violation of Section 823.11, F.S. or section 376.15, F.S., did law enforcement request that the State Attorney file charges directly?	SELECT ONE
Describe the vessel's location: (example: Vessel is in shallow water within mangroves at boat ramp. 225 yards west of the Spring Creek Boat Ramp	
Vessel Coordinates: (Degrees-Decimal Minutes)	(N) 29 58.1802 (W) 83 44.7472
Has law enforcement officer issued a Letter of Removal Authorization:	YES
Vessel Color:	Blue
Vessel Length:	22"
Vessel Registration:	Unknown
Investigating Agency:	FWC-Law Enforcement
Photo of Vessel: (include photos as attachment in this tab)	NO
Select Removal Type:	BULK REMOVAL
Are there pollutants on the vessel requiring removal?	NO
Is the vessel located in or above seagrass or coral?	NO
Vessel Removal Cost (Include contractors written quote for the vessel)	4,000.00
Contractor's Name:	Sammy Royal - Sea Tow Horseshoe Beach
Contractor's Address:	Keaton Beach, FL
Contractor's Phone	352-578-4160



**Florida Fish
and Wildlife
Conservation
Commission**

Commissioners
Rodney Barreto
Chairman
Coral Gables

Michael W. Sole
Vice Chairman
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Steven Hudson
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Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

Division of Law
Enforcement
Colonel Curtis Brown
Director

(850) 488-6251
(850) 487-0463 FAX

*Managing fish and wildlife
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of people.*

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

December 23rd, 2021

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

RE: Derelict Vessel Number 21-0753

Dear Whom It May Concern:

The Florida Fish and Wildlife Conservation Commission (FWC) has investigated the vessel described below and determined the vessel is abandoned and derelict as defined in sections 705.103 and 823.11, Florida Statutes. FWC has provided notice to the last known owner/custodian of the vessel and afforded him/her an opportunity for a hearing compliant with fundamental procedural due process. Your agency is now authorized to remove and dispose of the following vessel on behalf of FWC:

Vessel Make: Unknown

Vessel Model: **Commercial Trawler**

Vessel Hull Identification Number: Unknown

Vessel Registration Number: Unknown

Vessel Length: 22'

Vessel Color: Blue

Vessel Location Latitude/Longitude: N 29. 58 1802 W 083. 44 7472

Vessel Location Description: 225 yards west of the Spring Creek Boat Ramp

Please photograph the removal and destruction of the vessel and email the images to the email address provided below after the removal is complete. If you will be unable to take or provide the necessary images, please contact me in advance so an FWC officer can attend and document the vessel removal and destruction. Please also notify me of the total cost incurred for the removal and destruction of this vessel. If an owner/custodian can be identified, FWC will send a demand letter to the owner/custodian on your behalf seeking to recover your costs.

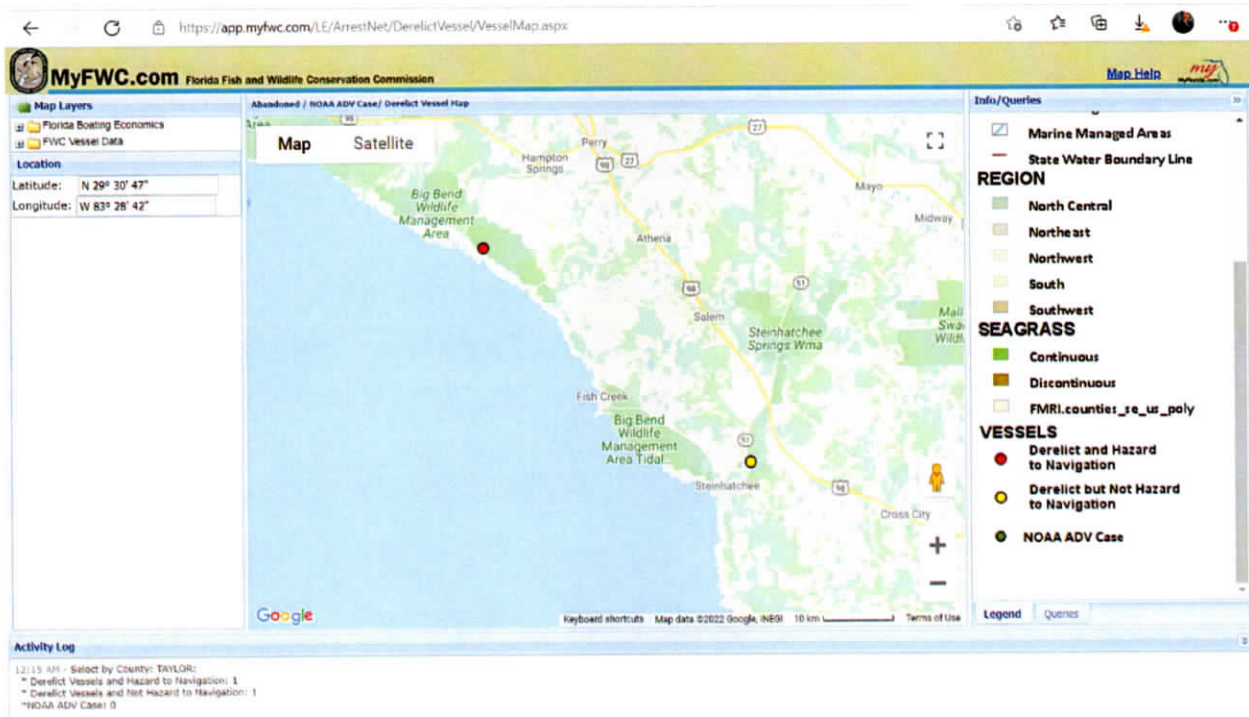
This authorization permits only (1) the destruction of the vessel identified above and (2) the removal and less any salvage value obtained by the disposal of the property of salvageable material from this vessel pursuant to subsection 705.103(4), Florida Statutes. Any other use of the vessel is not authorized. This letter does not authorize the removal of any vessels other than the vessel identified above.

Once you have informed me the vessel has been removed and I have photographic documentation of the removal and destruction, FWC will request the Department of Highway Safety and Motor Vehicles cancel the title and registration for the vessel. Please contact me if you have any other question

Sincerely,
Lieutenant Doug Loyed
663 Plantation Rd.
Perry, FL. 32348
Doug.loyed@myfwc.com
(352) 303-4097

TAYLOR COUNTY – FWC DERELICT VESSEL MAP VIEWER DATA

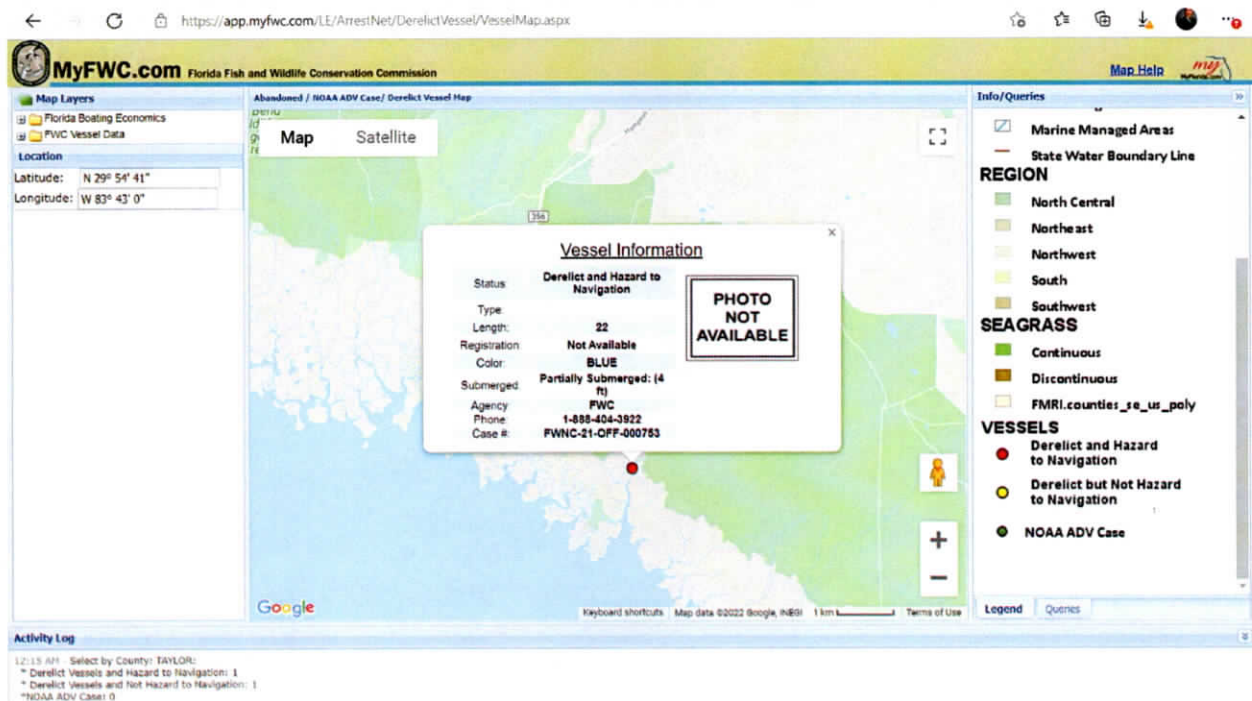
February 1, 2022



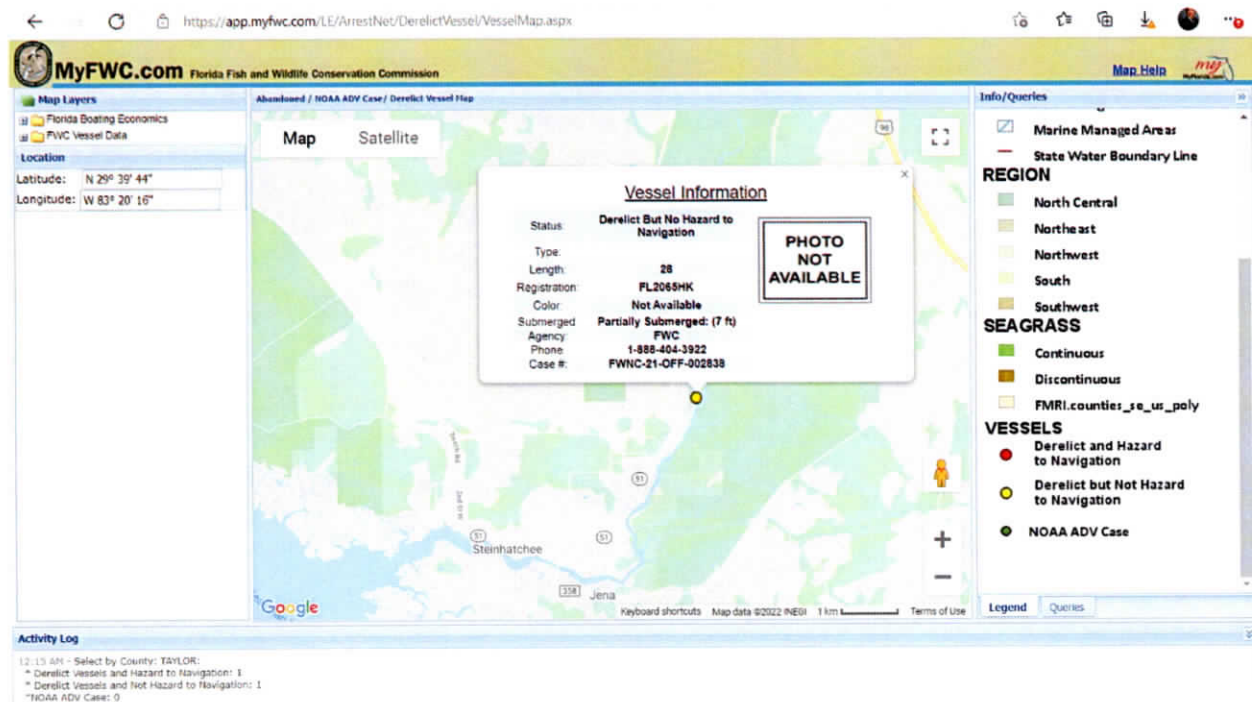
Select by County: TAYLOR:

- * Derelict Vessels and Hazard to Navigation: 1 (Spring Creek)
- * Derelict Vessels and Not Hazard to Navigation: 1 (Steinhatchee)
- * NOAA ADV Case: 0

Derelict Vessels and Hazard to Navigation: 1 (Spring Creek)



Derelict Vessels and Not Hazard to Navigation: 1 (Steinhatchee river)





TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, 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

Derelict Vessel Removal from Taylor County Waterways Project Proposal and Scope Of Work

I. SUMMARY

1. The work shall consist of removing two derelict vessels, Case No. 21-0753 and Case No. FWNC20OFF2838, from their current location within Taylor County waterways, and dispose them in a landfill. The first vessel is a partially submerged white Cabin cruiser, case Number FWNC20OFF2838, located on Steinhatchee river, up the landings, with Registration number FL-2065-HK. The second vessel is a partially submerged 22' blue commercial trawler, Derelict vessel Number 21-0753, with unknown registration number, located about 225 yards west of Spring Creek boat ramp. Derelict vessels will be removed by an specialized and insured marine contractor, who will haul and transport the vessel to a landfill

II. GENERAL

1. All work is to be done in accordance with current state and federal regulations (Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, and United State Coast Guard). The FWC derelict vessel Map Viewer reported two derelict vessels in Taylor County jurisdictional waters (Case No. 21-0753 and Case No. FWNC20OFF2838), both of which (100%) must be removed as part of this work.
2. This is a One-time removal and disposal of two derelict vessels. The activities expected from the contractor includes: re-floatation of the vessel, transportation by water to the closest boat ramp, hauling of the derelict vessel to a truck, and final disposal in a landfill
3. An FWC-Law Enforcement Officer will be invited to join the activity to verify the removal of the vessels from the water and register the activity.
4. Submit a final report to the Taylor County Board of Commissioners (LaWanda Pemberton, County Administrator) with a final invoice as part of the payment process. This brief report will detail the activities performed, pictures of the removal, and prove (receipt) of disposal in an authorized landfill.

III. JOB SITE CONDITIONS

1. The semi-submerged derelict vessels are located either near the edge of salt marsh or in the water. Access by boat or barge will be necessary to perform the required duties. Contractor shall be responsible for on-water transportation to and from derelict vessels, hauling on land, land transportation, and final disposal in an authorized landfill.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, 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

Derelict Vessel Removal from Taylor County Waterways Cost Estimate

The County requested quotes to six contractors to estimate the cost to remove and dispose the derelict vessels. Two separate emails were sent to the contractors, one for each derelict vessel.

Prove of email requesting quotes for the **Steinhatchee** river derelict vessel removal.

Fw: Derelict Vessel **Steinhatchee** River 2021.pdf

5



Blanco, Victor
Tue 11/23/2021 10:22 AM



Cc: Wiggins, Lori C; 'LaWanda Pemberton' <LPemberton@taylorcountygov.com>
Bcc: devanesservicesinc@gmail.com; danny@shorebuildersinc.net; Carly Gray
<dlcontracting@dlcontractingllc.com>; Admin <office@shorebuildersinc.net>;
admin@saltwaterbuilders.com



Dear Contractor,

The Taylor County Board of County Commissioners is requesting quotes for the removal of a derelict 27 foot 1979 Lancer Cabin Motorboat, off-white with a fiberglass hull (see attached pictures) located on private property at 1334 JR Howell Road in **Steinhatchee** river. Coordinates are 29*41.67102 - 83*21.14502. Please, include in the quote the costs of the removal and the final disposal of the vessel, and total cost. Contact me back if you have any question.

Best,

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: 786.440.0677

Prove of email requesting quote for the **Spring Creek** derelict vessel removal.

Fw: Derelict Vessel **Steinhatchee** River 2021.pdf

7



Blanco,Victor

Tue 02/01/2022 10:25 PM

Bcc: Jody Devane <devanesservicesinc@gmail.com>; Carly Gray
<dlcontracting@dlcontractingllc.com>; admin@saltwaterbuilders.com



Dear Contractor,

We are still working in the process for the derelict vessel removal, and we need to include the costs to remove another vessel located at "**Spring Creek**" (or Big Spring Creek). Please, find in the attachment detailed information about both vessels (the one in **Steinhatchee** and the one in Spring Creek), their description, condition, and exact location (coordinates) so you can better prepare your quote. Let me know if you have any question.
Make the quote stating the cost for removal and disposal for each vessel separately, and then the total costs for both.

Thanks!

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

Prove of email received from Sammy Royal – Sea Tow Horseshoe Beach with the quote for the Steinhatchee river derelict vessel removal

Taylor county Derlic vessel



① Flag for follow up.

① Retention: Inbox UF (3 years) Expires: Sat 01/25/2025 1:54 PM



Sammy **Royal** | Sea Tow Horseshoe Beach <sroyal@seatow.com>

Wed 01/26/2022 1:54 PM

To: Blanco,Victor

[External Email]

In response to the said vessel below , sea tow will refloat her and tow her to a ramp or haul out and dispose of vessel to a county land fill for the amount of 6350.00 six thousand three hundred fifty dollars . Thanks for the opportunity to quote this project.

Sent from my iPhone

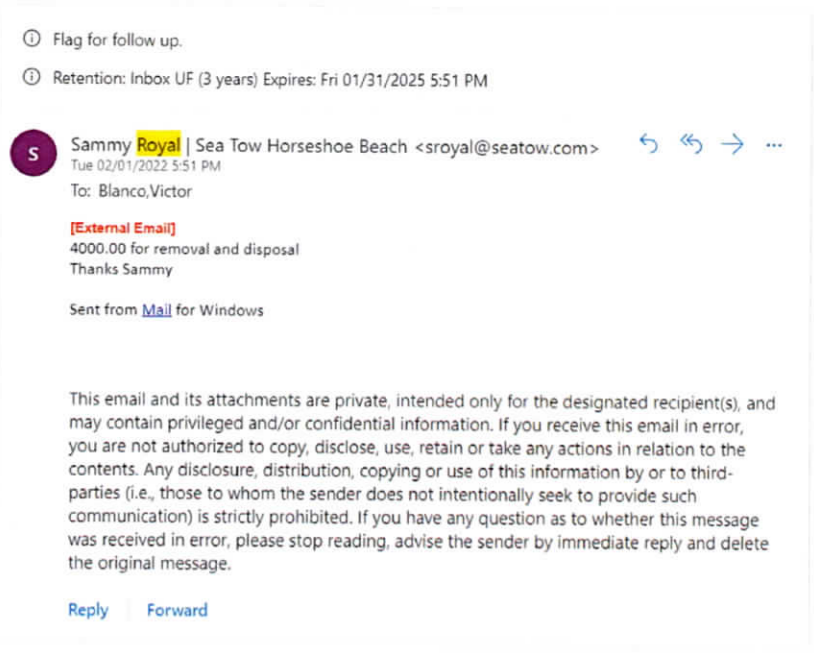
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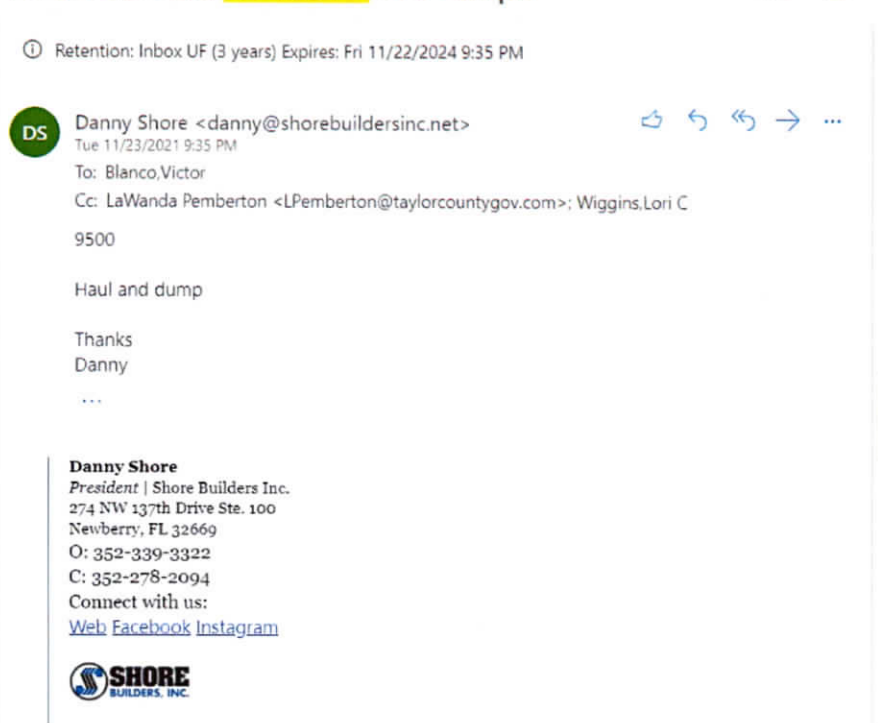
Prove of email received from Sammy Royal – Sea Tow Horseshoe Beach with the quote for the Spring Creek derelict vessel removal.

Derelict Vessel Spring creek



Prove of email received from Danny Shore – Shore Builder Inc with the quote for the Steinhatchee river derelict vessel removal

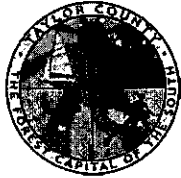
Fw: Derelict Vessel Steinhatchee River 2021.pdf



(6)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a public hearing to consider adoption of an ordinance to amend the flood plain ordinance describing variances for agricultural structures and accessory structures and clarifying elevation of mobile homes to the bottom of the I-Beam

MEETING DATE REQUESTED:

February 15, 2022

Statement of Issue: Adoption hearing for flood plain ordinance amendment

Fiscal Impact:

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The county flood plain ordinance is periodically reviewed by the Community Review System (CRS) and given a grade that impacts the flood insurance rates for homeowners in the flood zone. Our present rate is a 7 and the CRS representatives stated that the rating would most likely go up to 9, if, the county does not adopt the recommended amendments to the existing flood ordinance. The impacts are estimated to around \$60,000, or, average around \$120 per household. The ordinance amends definitions for agricultural and accessory structures. Accessory structures would be limited in size and use and agricultural structures will have an adopted variance procedure for location in the flood plain. The ordinance clarifies that mobile home elevation is measure to the bottom of the I-Beam. Some of the changes of note are as follows:

1. Accessory structures in A & AE flood zones are limited to 600 square feet in size.
2. Accessory structures in VE flood zones are limited to 100 square feet.
3. All replaced mobile homes must be elevated to 1-foot above Base Flood Elevation.
4. Variances for agricultural structures are allowed (limited in VE zone).

Staff respectfully requests that the board hold the public hearing to consider adoption of the ordinance amendment.

Options:

1. Approve the ordinance amendment.
2. Choose not to adopt the ordinance.

Attachments:

1. Copy of the ordinance
2. Copy of the legal notice of the hearing

ORDINANCE NO. ____

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY AMENDING THE TAYLOR COUNTY CODE
OF ORDINANCES, LAND DEVELOPMENT CODE, CHAPTER 42,
ARTICLE XI FLOOD DAMAGE PREVENTION TO PROVIDE
CRITERIA FOR AGRICULTURAL STRUCTURES AND ACCESSORY
STRUCTURES IN FLOOD HAZARD AREAS; TO SPECIFY
ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD
AREAS; PROVIDING FOR APPLICABILITY AND SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Legislature of the State of Florida has, in Chapter 125 – County Government, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the Board of County Commissioners has determined it appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy and to allow consideration of variances for wet floodproofed agricultural structures; and

WHEREAS, Taylor County participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements, achieving a CRS rating of Class 7; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better and to satisfy the prerequisite and for Taylor County to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the Board of County Commissioners determined that it is in the public interest to amend the floodplain management regulations to better protect

owners and occupants of manufactured homes and to continue participating in the Community Rating System at the current class rating.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Taylor County that the Land Development Code, Chapter 42, Article XI Flood Damage Prevention is amended as set forth in the following amendments, as shown in ~~strikethrough~~ and underline format in Section 2.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. AMENDMENTS.

The Land Development Code, Chapter 42, Article XI Flood Damage Prevention is hereby amended by the following amendments.

ARTICLE XI. - FLOOD DAMAGE PREVENTION

DIVISION 1. - DEFINITIONS

Sec. 42-966. - Definitions.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section. Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

Accessory structure means a structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Agricultural structure means, for floodplain management purposes, a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Alteration of a watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article.

ASCE 24 means a standard titled Flood-Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement means the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on flood insurance rate maps (FIRM) as Zone V1-V30, VE, or V.

Design flood means the flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 202.]

Development means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before November 16, 1983. [Also defined in FBC, B, Section 202.]

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the

construction of streets, and either final site grading or the pouring of concrete pads, is completed before November 16, 1983.

~~Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area means the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries

and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means, as defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or

- . . (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Manufactured home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, actual cash value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the property appraiser.

New construction means, for the purposes of administration of this article and the flood-resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after November 16, 1983 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after November 16, 1983.~~

Park trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

Recreational vehicle means a vehicle, including a park trailer, which is: [See F.S. § 320.01]

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and

- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a one-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 2018-06, 7-17-2018)

Cross reference— Definitions generally, § 1-2.

Secs. 42-967—42-980. - Reserved.

DIVISION 2. - SCOPE AND ADMINISTRATION

Sec. 42-981. - Scope; general.

- (1) *Title.* These regulations shall be known as the Flood Damage Prevention Ordinance of Taylor County, hereinafter referred to as "this article."
- (2) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- (3) *Intent.* The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
 - (a) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - (b) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - (c) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - (d) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - (e) Minimize damage to public and private facilities and utilities;
 - (f) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (g) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (h) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.
- (4) *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (5) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations.

--Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

- (6) *Disclaimer of liability.* This article shall not create liability on the part of Board of County Commissioners of Taylor County or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-982. - Applicability.

- (1) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (2) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the Taylor County, as established in subsection (3) of this section.
- (3) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Taylor County, Florida and Incorporated Areas dated February 1, 2019 ~~May 4, 2009~~, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Department of Building and Planning, 201 East Green Street, Perry, FL.
- (4) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 42-985 of this article the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida-licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
- (a) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
- (b) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

- (5) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
- (6) *Abrogation and greater restrictions.* This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.
- (7) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
 - (a) Considered as minimum requirements;
 - (b) Liberally construed in favor of the governing body; and
 - (c) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-983. - Duties and powers of the floodplain administrator.

- (1) *Designation.* The building official is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (2) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to section 42-987 of this article.
- (3) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - (a) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - (b) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 - (c) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (d) Provide available flood elevation and flood hazard information;
 - (e) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

- (f) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (g) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 - (h) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- (4) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the Florida Building Code and this article is required.
- (5) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 42-987 of this article.
- (6) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- (7) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 42-986 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (8) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:

- (a) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection 42-983(4) of this article;
 - (b) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (c) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;
 - (d) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete;
 - (e) Notify the Federal Emergency Management Agency when the corporate boundaries of Taylor County are modified; and
 - (f) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
- (9) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at Department of Building and Planning, 201 East Green Street, Perry, FL.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-984. - Permits.

- (1) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is

wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

- (2) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - (a) Railroads and ancillary facilities associated with the railroad.
 - (b) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
 - (c) Temporary buildings or sheds used exclusively for construction purposes.
 - (d) Mobile or modular structures used as temporary offices.
 - (e) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
 - (f) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - (g) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - (h) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
 - (i) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
- (4) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
 - (a) Identify and describe the development to be covered by the permit or approval.

- (b) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (c) Indicate the use and occupancy for which the proposed development is intended.
 - (d) Be accompanied by a site plan or construction documents as specified in section 42-985 of this article.
 - (e) State the valuation of the proposed work.
 - (f) Be signed by the applicant or the applicant's authorized agent.
 - (g) Give such other data and information as required by the floodplain administrator.
- (5) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (6) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- (7) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- (8) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:
- (a) The Suwannee River Water Management District; F.S. § 373.036.
 - (b) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and Chapter 64E-6, F.A.C.
 - (c) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
 - (d) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - (e) Federal permits and approvals.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-985. - Site plans and construction documents.

- (1) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
 - (a) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
 - (b) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection 42-985(2) or (3) of this article.
 - (c) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection 42-985(1) of this article.
 - (d) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
 - (e) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - (f) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - (g) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
 - (h) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

- (2) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:
 - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 - (b) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
 - (c) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

- (i) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (ii) Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.
 - (d) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- (3) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida-licensed engineer for submission with the site plan and construction documents:
- (a) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection 42-985(4) of this article and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.
 - (b) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
 - (c) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection 42-985(4) of this article.
 - (d) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.
- (4) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida-licensed engineer in a format

required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-986. - Inspections.

- (1) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (2) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (4) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - (a) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida-licensed professional surveyor; or
 - (b) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 42-985(2)(c)(ii) of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- (5) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection 42-986(4) of this article.
- (6) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-987. - Variances and appeals.

- (1) *General.* The appeal board, as established by the board of county commissioners shall hear and decide on requests for appeals and requests for variances from the strict

application of this article. Pursuant to F.S. § 553.73(5), the appeal board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood-resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

- (2) *Appeals.* The appeal board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.
- (3) *Limitations on authority to grant variances.* The appeal board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection 42-987(7) of this article, the conditions of issuance set forth in subsection 42-987(8) of this article, and the comments and recommendations of the floodplain administrator and the building official. The appeal board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- (4) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in subsection 42-985(3) of this article.
- (5) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12, Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (6) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of subsection 42-987(4), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (7) *Considerations for issuance of variances.* In reviewing requests for variances, the appeal board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
 - (a) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (d) The importance of the services provided by the proposed development to the community;

- (e) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (f) The compatibility of the proposed development with existing and anticipated development;
 - (g) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - (h) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - (i) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (8) *Conditions for issuance of variances.* Variances shall be issued only upon:
- (a) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 - (b) Determination by the appeal board that:
 - (i) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (ii) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (iii) The variance is the minimum necessary, considering the flood hazard, to afford relief;
 - (c) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - (d) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(9) Agricultural structures. A variance is authorized to be issued for the construction or substantial improvement of at-grade agricultural structures provided the requirements of this section are satisfied and:

(a) A determination has been made that the proposed agricultural structure:

(i) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.

(ii) Has low damage potential (amount of physical damage, contents damage, and loss of function).

(iii) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.

(iv) Is not located in a coastal high hazard area (Zone V/VE), except for aquaculture structures dependent on close proximity to water.

(v) Complies with the wet floodproofing construction requirements of paragraph (a) below.

(b) Wet floodproofing construction requirements

(i) Anchored to resist flotation, collapse, and lateral movement.

(ii) When enclosed by walls, walls have flood openings that comply with the flood opening requirements of ASCE 24, Chapter 2.

(iii) Flood damage-resistant materials are used below the base flood elevation plus one (1) foot.

(iv) Mechanical, electrical, and utility equipment, including plumbing fixtures, are elevated above the base flood elevation plus one (1) foot.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-988. - Violations.

- (1) **Violations.** Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

- (2) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (3) *Unlawful continuance; penalties.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 2018-06, 7-17-2018)

Secs. 42-989—42-1000. - Reserved.

ARTICLE 3. - FLOOD-RESISTANT DEVELOPMENT

Sec. 42-1001. - Buildings and structures.

(1) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to subsection 42-984(3) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 42-1007 of this article.

(2) Accessory structures. Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:

(a) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential

(b) If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

(c) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

(d) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

(e) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-1002. - Subdivisions.

- (1) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
 - (a) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (b) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (c) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (2) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
 - (a) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - (b) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection 42-985(2)(a) of this article; and
 - (c) Compliance with the site improvement and utilities requirements of section 42-1003 of this article.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-1003. - Site improvements, utilities and limitations.

- (1) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
 - (a) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (b) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (c) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (2) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- (3) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-

532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

- (4) *Limitations on sites in regulatory floodways.* No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 42-985(3)(a) of this article demonstrates that the proposed development or land-disturbing activity will not result in any increase in the base flood elevation.
- (5) *Limitations on encroachments in flood hazard areas without base flood elevations.* No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to one times the width of the stream at the top of the bank or 25 feet each side from the top of the bank, whichever is greater, unless an analysis equivalent to the analysis specified in subsection 42-985(3)(b) demonstrates that such encroachment does not increase the base flood elevation by more than one foot.
- (6) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
- (7) *Limitations on sites in coastal high hazard areas (Zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by subsection 42-985(3)(d) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with subsection 42-1007(8)(c) of this article.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-1004. - Manufactured homes.

- (1) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article.
- (2) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
 - (a) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this article. ~~Foundations for manufactured homes subject to subsection 42-1004(6) of this article are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~
 - (b) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this article.

- (3) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (4) *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or R322.3 (Zone V and Coastal A Zone).
- (5) *General elevation requirement.* Unless subject to the requirements of subsection 42-1004(6) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located:
- (a) Outside of a manufactured home park or subdivision;
 - (b) In a new manufactured home park or subdivision;
 - (c) In an expansion to an existing manufactured home park or subdivision; or
 - (d) In an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the base flood elevation;
- (6) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to subsection 42-1004(5) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the bottom of the frame is at or above the base flood elevation or the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.
- (5) (7) *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.
- (6) (8) *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-1005. - Recreational vehicles and park trailers.

- (1) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall be fully licensed and ready for highway use, which means the recreational vehicle or park model has a current license tag, is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

- (2) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in subsection 42-1005(1) of this article for temporary placement shall meet the requirements of section 42-1004 of this article for manufactured homes.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-1006. - Tanks.

- (1) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (2) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of subsection 42-1006(3) of this article shall:
- (a) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 - (b) Not be permitted in coastal high hazard areas (Zone V).
- (3) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (4) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
- (a) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (b) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2018-06, 7-17-2018)

Sec. 42-1007. - Other development.

- (1) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
- (a) Be located and constructed to minimize flood damage;
 - (b) Meet the limitations of subsection 42-1003(4) of this article if located in a regulated floodway;

- (c) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (d) Be constructed of flood damage-resistant materials; and
 - (e) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (2) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection 42-1003(4) of this article.
 - (3) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection 42-1003(4) of this article.
 - (4) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection 42-1003(4) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 42-985(3)(c) of this article.
 - (5) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
 - (a) Structurally independent of the foundation system of the building or structure;
 - (b) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
 - (c) Have a maximum slab thickness of not more than four inches.
 - (6) *Decks and patios in coastal high hazard areas (Zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:
 - (a) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
 - (b) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris

- during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (c) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
 - (d) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
- (7) *Other development in coastal high hazard areas (Zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
- (a) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
 - (b) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 - (c) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.
- (8) *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:
- (a) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 - (b) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 - (c) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Ord. No. 2018-06, 7-17-2018)

Secs. 42-1008—42-1060. - Reserved.

SECTION 3. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the unincorporated areas of Taylor County, Florida. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the Taylor County Board of County Commission that the provisions of this ordinance shall become and be made a part of the Taylor County Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 6. EFFECTIVE DATE.

Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

**NOTICE (PURSUANT TO
FLORIDA STATUTE 125.66)**

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida, will hold two (2) public hearings on the passage of the proposed Ordinance amending the Taylor County Code of Ordinances to provide criteria Accessory Structures in Flood Hazard Areas; the public hearings shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, on January 18, 2022, at 9:10 a.m. and on February 15, 2022, at 9:00 a.m. The title of the proposed ordinance is: AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY AMENDING THE TAYLOR COUNTY CODE OF ORDINANCES, LAND DEVELOPMENT CODE, CHAPTER 42, ARTICLE XI FLOOD DAMAGE PREVENTION TO

PROVIDE CRITERIA ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

DATED this 7th day of January, 2022, by GARY KNOWLES, Clerk of the Circuit Court and Clerk of the

7

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider the appointment of one members to the Doctor's Memorial Hospital (DMH) Board of Directors.

MEETING DATE REQUESTED:

February 15, 2022

Statement of Issue: To appoint one member to the DMH Board of Directors

Recommended Action: Appoint member

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per the current lease agreement with DMH, Inc. the Board of County Commissioners appoints 5 members to the DMH Board.

Due to Mr. Travis Coker's resignation there is one County appointed vacancy.

The openings were advertised in the local newspaper and on the County website. The deadline for applications was February 4, 2022 at 4:00 pm.

Options:

Attachments: Travis Coker letter of resignation
Applications
Copy of advertisement
Committee Roster

**DOCTORS' MEMORIAL HOSPITAL
BOARD MEMBERS** (Revised: 2-Feb-22)

NAME	ADDRESS	Phone	DOB:	Term:
Pending ** Serving 1 st term of 3 year consecutive				3 year Reappointment: Expires 5/31/ 2023 (County Seat)
Pricilla Tripp, Vice-Chairman Serving 2 nd term of 3 year consecutive terms	5992 Pots Still Rd Perry, FL 32348	850843-1032	05/15/1948	3 year reappointment: Expires 5/31/ 2024 (County Seat)
Travis Coker, Member Serving 1 st term of 3 year consecutive				3 year reappointment: Expires 5/31/ 2023 (County Seat)
Glenda Hamby, Secretary Serving 3 rd term of 3 year consecutive	603 W. Green St. Perry, FL 32347	584-5545	07/01/1943	3 Year appointment: Expires 2/8/2022 (City Seat)
Pat Barbaree, Chairman Serving 2 nd term of 3 year consecutive	1501 East Green St Perry, FL 32347	584-8354 (h) 843-1245 (c)	12/15/1947	3 Year appointment: Expires 5/31/ 2023 (County Seat)
Debra McGrew, Member Serving 2 nd term of 3 year consecutive	PO Box 812 Perry, FL 32348	843-0381		3 Year Appointment: Expires 2/8/2022 (City Seat)
Ken Arnold, Treasurer Serving 1 st term of 3 year consecutive	15530 Snapper St. Perry, FL 32348	578-2188 C-295-4680	08/05/1946	(3 year reappointment: Expires 5/31/ 2024 (County Seat)
Mark O'Bryant, TMH CEO	1300 Miccosukee Road Tallahassee, FL 32308	850-431- 5380		Per Term of TMH Agreement Appointment
Lauren Fasion, TMH				
Dr. Ramel Failma Chief of Staff, DMH	333 N Bryon Butler Pkwy. Perry, FL 32347	223-5400		Chief of Staff is Elected by the Medical Staff on an annual basis: 1 June bi-annually

This is a certified and true copy:

Glenda Hamby

Glenda Hamby, Secretary
Doctors' Memorial Hospital Board of Directors

J. Travis Coker
208 Cypress Road
Perry, Florida 32348

(850)838-7283

Jtcoker@gmail.com

December 8, 2021

Pat Barbaree – Chairman of DMH Board

Chris Schmidt – CEO of DMH

Gentlemen:

Please accept this letter of resignation as a member of the DMH Board effective immediately.

Due to a recent awareness of a prohibition of a Board member being an immediate relative of an employee, it is apparent I need to resign. It has been a joy and a meaningful experience to serve my community and I appreciate the work you both lead at our hospital.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Travis Coker". The signature is fluid and cursive, with the first name "J." and last name "Coker" being more prominent.

J. Travis Coker

Received
01/27/2022
MD

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, FL 32347
850-584-0800

Application for Board of Directors

1. Are you 18 years old or older? ☒ Yes ☐ No
2. Are you a resident of Taylor County ☒ Yes ☐ No
3. Are you willing to spend up to eight hour per month for meetings and workshops? ☒ Yes ☐ No
4. Are you willing to attend all Board Meetings (emergencies excluded)? ☒ Yes ☐ No
5. Are you willing to attend one weekend retreat per year? ☒ Yes ☐ No

James C. Mitchell
Applicant Signature

JAMES C. Mitchell
Print Name

Please return to Administration or the Taylor County Administrative Complex
by 4:00 p.m. February 4, 2022. No applications will be accepted after that time.

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: James Mitchell
Address: 311 Hudson Dr
Phone; Home 850-672-1601 Work: _____ Fax: _____
Email: jemitch51@aol.com

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: Fl. Lauderdale H.S.
Address: Fl. Lauderdale, Fl

Post-Secondary Education:

Name: College of Medicine & Dentistry School of Med & Dentistry
Rutgers University
Address: Newark N.J.

Technical Training:

Name: _____
Address: _____

Certificates of License Please List:

Respiratory Therapy Technician

College Courses or Graduate:

Name: Rutgers University School of Med. & Dentistry
Med Dent
Address: Newark N.J.

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County?

Yes

No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

Yes

No

Vice president of DMH Volunteers

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

Yes

No

If Yes explain:

4. Have you or any family members worked at DMH in the last five years?

Yes

No

5. Please list Board/Business/Volunteer/Work Experience:

Volunteer @ DMH

City of Perry Planning & Zoning Board Member

6. Why do you wish to serve on the hospital Board of Directors?

40 yrs experience in Respiratory Care 20 yrs.
as DMH as Director of Cardio pulmonary services

7. Please state why your selection as a DMH Board Member would benefit the hospital:

Refer to # 6

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes No

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

Hopefully be of assistance to hospital
with my prior knowledge of the medical field

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

NO UNLESS I'M OUT OF TOWN ON VACATION

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

None @ this time

12. Further comments:

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

The continuing problems with reimbursement
in the health industry

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, FL 32347
850-584-0800

Application for Board of Directors

1. Are you 18 years old or older? ☒ Yes ☐ No
2. Are you a resident of Taylor County? ☒ Yes ☐ No
3. Are you willing to spend up to eight hour per month for meetings and workshops? ☒ Yes ☐ No
4. Are you willing to attend all Board Meetings (emergencies excluded)? ☒ Yes ☐ No
5. Are you willing to attend one weekend retreat per year? ☒ Yes ☐ No



Applicant Signature

Jennifer L. Shoplak

Print Name

Please return to Administration or the Taylor County Administrative Complex
by 4:00 p.m. February 4, 2022. No applications will be accepted after that time.

Request for Consideration Questionnaire for Doctors' Memorial Hospital Board of Directors

Name: Jennifer L. Shoplak

Address: 4180 Olan Davis Rd, Perry, FL 32347

Phone: Home: 616-826-8821 Work: 850-838-8432 Fax: _____

Email: JLSHOPLAK@GMAIL.COM

Please answer the following questions: (Use additional pages if necessary.)

Education:

High School Graduate: Name: Lawrence North High School

Address: Indianapolis, Indiana

Post-Secondary Education:

Name: _____

Address: _____

Technical Training:

Name: _____

Address: _____

Certificates of License Please List:

College Courses or Graduate:

Name: Capella University & Southern New Hampshire University

Address: Minneapolis, MN & Manchester, NH (Online)

Associates of Accounting and Finance & Bachelors

Answer Yes or No. If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County?

☒ Yes

☐ No

2. Are you currently, or have you been in the last five years, an agent, employer, director or have other affiliation with any medical care provider or other medical care entity?

☐ Yes

☒ No

N/A

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

☐ Yes

☒ No

If Yes explain: N/A

4. Have you or any family members worked at DMH in the last five years?

☐ Yes

☒ No

N/A

5. Please list Board/Business/Volunteer/Work Experience:

Currently I serve as Treasurer of the Lady Elks of Perry Elks Lodge 1851. My previous experience

includes Treasurer then President of the PTO, Voting Board Member of the Accountant Lawyer Alliance, Volunteer

with GA Bulldog Rescue, and Volunteer with National Association of Enrolled Agents. My work experience includes

Controller with PACEM Defense (Current), CFO with McHugh CPA Group, and CFO with Beach Burgers & BBQ.

6. Why do you wish to serve on the hospital Board of Directors?

As a resident of Taylor county I understand the need for community involvement and volunteers.

DMH is an important part of Perry and needs to be supported by its residents. DMH Board of

Directors is an opportunity to utilize my knowledge and experience while learning from others.

7. Please state why your selection as a DMH Board Member would benefit the hospital:

If I am selected as a Board Member, I will bring a fiduciary and legal mindset. In addition

my dedication, business understand and vision will be an asset to DMH Board. I am a

knowledgeable and impartial individual with a background in business tax litigation, finance &

personnel management.

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

Yes

☒ No

N/A

9. Please describe your viewpoint regarding the role of a Board Member, including your views on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

The role of a Board Member is to understand internal policies and legal implication of DMH.

Strictly attending all board meetings and events as needed. Review and voting on all key staffing.

Making sure DMH is financially solvent by evaluating financial policies, approving budgets and

reviewing financial reports. Cultivate community relationships to properly gain an understanding of serving Taylor and surrounding counties.

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

No, I do not foresee a problem. I will be able to attend all meetings and events unless there is an emergency situation.

11. Please describe, in general, any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

I am not familiar with the operational management of DMH currently. If I am selected review of SWOT

would be high priority to properly address the physical plant capabilities and cost advantages of new

or innovative services.

12. Further comments:

13. In your opinion, what is the single most important issue facing rural healthcare in Florida?

In my opinion the most important issue is recruitment and retention of employees.

"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Florida Forest Service Placing Fire prevention signs on County right of way

Meeting Date:

02/15/2022

Statement of Issue: Placing Fire prevention signs on County right of way in various locations in Taylor County

Recommendation:

Fiscal Impact: \$ 0.00

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Jack Smith Florida Forest Service

Contact: 850/838/5037 Jack.smith@FDACS.gov

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Education of the public and to help protection of personal property.

Options:

1. _____

2. _____

Attachments:

1. _____


2. _____



These signs are 18inches tall X 24 inches wide

Sec. 42-466. - Prohibited signs.

It shall be unlawful to erect or maintain:

- (1) Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring or method of illumination, or by obstructing the vision of drivers, or by distracting from the visibility of any traffic control device by diverting or tending to divert the attention of moving vehicles from the traffic movement on streets, roads or access facilities; nor shall any sign be erected in such a manner as to obstruct the vision of pedestrians. The use of flashing or revolving red, green, blue or amber lights is prohibited in any sign as constituting a hazard to traffic. Any sign which by glare or method of illumination constitutes a hazard to traffic is prohibited. No sign may use the words "stop," "look," "drive-in," "danger," or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.
- (2) Signs which are declared to be obscene, indecent or immoral by county ordinance or law.
- (3) Signs erected on the right-of-way of any street, road or public way, except as specifically provided by this chapter.
-  (4) Signs erected on public property, other than signs erected or approved by a public authority for public purposes.
- (5) Signs so located as to prevent free ingress or egress from any door, window or fire escape.
- (6) Illuminated signs which result in glare or reflection of light on residential property in the surrounding area.
- (7) Canopy, marquee, projecting or hanging signs with less than a nine-foot minimum clearance between the bottom of the sign and the ground surface.

(LDC § 9.03.00; Ord. No. 2006-15, § 2, 10-17-2006)



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, 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

Board Calendar for FY 2022

PROPOSED BOARD MEETING DATES

1st meeting of the month - 6:00 P.M.
2nd meeting of the month - 9:00 A.M.

December 6, 2021
January 3, 2022 and January 18, 2022
February 7, 2022 and February 15, 2022
March 7, 2022 and March 22, 2022
April 4, 2022 and April 19, 2022
May 2, 2022 and May 17, 2022
June 6, 2022 and June 21, 2022
July 11, 2022 and July 19, 2022
August 1, 2022 and August 16, 2022
September 6, 2022 and September 20, 2022
October 3, 2022 and October 18, 2022
November 1, 2022 and November 22, 2022
December 5, 2022 and December 19, 2022
(Both December meetings at 6:00pm)

PROPOSED BOARD WORKSHOP DATES

All workshops - 6:00 P.M.

December - No workshop scheduled
January 25, 2022
February 22, 2022 - To follow Special Meeting
March 29, 2022
April 26, 2022
May 24, 2022
June 28, 2022 - To follow Special Meeting
July 26, 2022
August 30, 2022
September 27, 2022
October 25, 2022
November-No Workshop scheduled
December-No workshop scheduled

PROPOSED SPECIAL MEETING DATES AND TIMES

February 22, 2022 – Prior to Workshop
June 28, 2022 – Prior to Workshop

HOLIDAYS

Christmas Eve and Day 2021
New Year's Day 2022
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays
Christmas Eve and Day

DATE OBSERVED

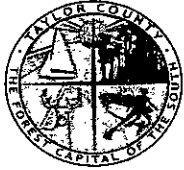
December 23 (Thurs) and December 24 (Fri)
December 31 (Fri)
January 17 (Mon)
April 15 (Fri)
May 30 (Mon)
July 4 (Mon)
September 5 (Mon)
November 11 (Fri)
November 24 (Thurs) November 25 (Fri)
December 23 (Fri) and December 26 (Mon)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of draft traffic signal and flashing beacon maintenance agreement and authorizing resolution.



MEETING DATE REQUESTED:

February 15, 2022

Statement of Issue: The Florida Department of Transportation requires an updated agreement and authorizing resolution for the 2022 fiscal year.

Recommended Action: Approve/Adopt

Fiscal Impact:

Budgeted Expense:

Submitted By: Hank Evans, Public Works Director

Contact: 850-838-3528

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County performs maintenance on Florida Department of Transportation (FDOT) designated traffic signals and flashing beacons. FDOT requires an updated agreement and authorizing resolution annually for reimbursement to the County for services rendered.

Options: Approve/Deny

Attachments: Agreement

Authorizing Resolution

RESOLUTION _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND TAYLOR COUNTY.

Upon a motion of Commissioner _____ and second by Commissioner _____, the following resolution was adopted.

WHEREAS, Taylor County Board of County Commissioners deems it in the public interest to provide for the maintenance and operation of certain traffic signals and flashing beacons along the State Highway System within Taylor County, and to enter into the attached agreement with the State of Florida Department of Transportation.

NOW THEREFORE BE IT RESOLVED THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS:

1. Concurs in the provisions of that certain agreement pertaining to the design, installation, maintenance and operation of traffic signals, flashing beacons, or signal systems along the State Highway System as identified in the approved "request order" as provided under the agreement.
2. Authorizes the Chairperson of the Board to legally acknowledge and approve for the Maintaining Agency lists of signalized intersections and equipment which are contained in any "request orders" from the Department of Transportation as provided for under this agreement.
3. Authorizes the said agreement to be executed by a legally designated officer of the Maintaining Agency.

DULY ADOPTED in regular session this 15th day of February, 2022.

SEAL

ATTEST:

Gary Knowles, Clerk
Taylor County, Florida

Thomas Demps
Chair, Board of County Commissioners
Taylor County, Florida

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

INVOICE

201 E. Green St.
Perry, FL 32347
Phone: 850-838-3500 Fax: 850-838-3501

DATE: 1/20/21
INVOICES: 2022-CA-101
FOR: Traffic Signal Maintenance

Bill To:
Florida Department of Transportation
Metric Engineering
Attn: Trey Butler, E.I.
11760 Marco Beach Drive, Suite 1
Jacksonville, FL 32224

Invoice For: Traffic Signal Maintenance and Compensation Agreement for Maintenance Work

Performed During Fiscal Year July 1, 2021 – June 30, 2022 (See Attached Exhibit A for FY 2021-2022)

DESCRIPTION	AMOUNT
Traffic Signal Maintenance and Compensation Agreement Maintenance Work Performed During Fiscal Year July 1, 2021 – June 30, 2022 (See Attached Exhibit A-FY 2021-2022)	\$9,502.00
I hereby certify that the traffic signals identified in Exhibit A FY 21/22 were maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.	
LaWanda Pemberton County Administrator 201 East Green St. Perry, FL 32347 LPemberton@taylorcountygov.com 850-838-3500 Ext. 6	

\$9,502.00

Make all checks payable to Taylor County Board of County Commissioners If you have any questions concerning the invoice, please contact Brenda Baumgardner, (850)838-3528 road.manager@taylorcountygov.com

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2022****Effective Date: from 07/01/2021 to 06/30/2022
TAYLOR 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)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR55, (US 221) at SR359A WRIGHT ROAD			\$897								\$897
SR55, (US19) at SR51			\$897								\$897
SR55, (US19/98/27A) at C-361			\$897								\$897
SR55, (US221) at CR14			\$897								\$897
SR55/30, (US19/27/98) at CR30	\$3,577										\$3,577
Total Lump Sum Amount*											\$9,502.00

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY
2022Effective Date: from 07/01/2021 to 06/30/2022TAYLOR 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)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR20/30, (US 19/27) at CR 359A WRIGHT/SLAUGHTER ROAD			\$897								\$897
SR30 at WEST SIDE OF AUCILLA BRIDGE							\$360				\$360
SR30 at 1800' EAST OF AUCILLA LANDING RD.							\$360				\$360
SR30 at 270' EAST OF AUCILLA LANDING RD.							\$360				\$360
SR30 at 180' WEST OF AUCILLA LANDING RD.							\$360				\$360

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY
2022Effective Date: from 07/01/2021 to 06/30/2022
TAYLOR COUNTY

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$9,502.00

Maintaining Agency_____
Date_____
District Traffic Operations Engineer_____
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24
TRAFFIC OPERATIONS
08/16
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CONTRACT NO. ARV42
FINANCIAL PROJECT NO. 41352818805
F.E.I.D. NO. F596000879004
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Taylor County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

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

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

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Taylor County, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____


STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
	SUBJECT/TITLE: BOARD TO CONSIDER APPROVAL OF THE LOCAL AGENCY PROGRAM REIMBURSEMENT AGREEMENT PROPOSING JOINT PARTICIPATION WITH FDOT IN PROJECT MANAGEMENT OF THE DESIGN PHASE OF THE GRANGER BRIDGE REPLACEMENT PROJECT.
MEETING DATE REQUESTED:	February 15, 2022

Statement of Issue:

Under the Florida Department of Transportation's Local Agency Program (LAP), the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. LAP agreements authorize use of Federal funding and must be jointly executed by the Board of County Commissioners and FDOT.

Recommended Action:

Staff recommends that the Board approve the LAP Reimbursement Agreement proposing joint participation with FDOT in Project Management of the Design Phase of the Granger Bridge Replacement project.

Fiscal Impact: FISCAL YR 2021/24 - \$26,470.00 LAP Funding

Budgeted Expense: NO (FY 21/22)

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County received its FDOT Local Agency Program certification on October 5, 2015. This certification allows a Local Agency (Taylor County) to participate in Federally funded infrastructure projects previously only available to State Agencies. Depending on the level of certification, a Local Agency may be limited to solely managing a specific project or as much as up to and including full design and project administration for any project type. Taylor County's current Certification is restricted to Project Specific Design, Project Bid and Award and Construction Administration.

The Granger Bridge (#384096) in Steinhatchee FL has degraded in condition for several years now from an initial Prompt Corrective Action advisory received in year 2011. Currently, this single lane timber bridge is closed to vehicular traffic and has been awaiting Federal funding to address

this situation. That funding recently became available and FDOT began its activities to evaluate/design the bridge's reconstruction last year.

Under the proposed Granger Bridge LAP agreement, Taylor County will jointly participate with FDOT in the bridge delivery process with an assigned responsibility for (co)managing the project during the design phase. To this extent, FDOT is proposing for Taylor County to enjoin the current project currently in the PD&E phase (Project Development and Environment) where Taylor County would work with and manage the FDOT chosen design consultant to evaluate and finalize bridge replacement/reconstruct options. Further, Taylor County would also be expected to participate in disseminating project objectives and intentions with the local citizenry for a coordinated conclusion.

Staff recommends that the Board accept the Granger Bridge Local Agency Program Agreement with FDOT to manage project design. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Granger Bridge Local Agency Program Agreement and adopt a Resolution authorizing its execution by the Chairperson.
- 2) Reject the proposed Granger Bridge LAP Agreement participation and project involvement, stating reasons for denial.

Attachments:

Local Agency Program Agreement - Granger Bridge
Authorizing Signature Resolution

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FPN: <u>437422-1-38-02</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>TBD</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ACBZ</u>	Fund: _____	Fund: _____
Org Code: <u>55023010248</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088849</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>38</u>	Contract No: _____	
Recipient Vendor No: <u>596000879041</u>	Recipient DUNS No: _____	
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Taylor County ("Recipient").
(This date to be entered by DOT only)

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** 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 of bridge replacement on Granger Drive over Steinhatchee River, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in 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 Agreement:** The Recipient agrees to complete the Project on or before 05/31/2024. 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 cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 26,470.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$26,470.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. 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"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. 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.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- 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 level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services 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 selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated 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

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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.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services 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), F.S.**, 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 Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. 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.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. 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.
- k. 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.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these 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.
- m. 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:

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"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."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding 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.

7. 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. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

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- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately

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supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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 federal awards or limit the authority of any state agency inspector general, the State of Florida 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 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the 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, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit "E" to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. 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 expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

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- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F -- Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F -- Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F -- Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F -- Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida 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.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- 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, the CFO, or State of Florida 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, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. 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 law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to 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 to this Agreement that participation by the Department in a project with the Recipient, where said project 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, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

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11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

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. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. 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

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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.

- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. 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.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. 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 the Department's or Recipient's 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.

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- 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].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s 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, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. 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 portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way 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 "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air

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Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of 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.
- d. 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.
- e. 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.
- f. 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.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. 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.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

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- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. 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 Recipient during the term of the contract; and
 - ii. expressly require any contractor and 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.
- n. 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.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. 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.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then Exhibit "L", Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "M", Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "N", Traffic Signal Maintenance is attached and incorporated into this Agreement.

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i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

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LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC-05/21
Page 15 of 15

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: _____
Name: Thomas Demps
Title: Chairman

By: _____
Name: Greg Evans
Title: District Secretary

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 437422-1-38-02

This exhibit forms an integral part of the 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: 0.010 miles / 0.000 to 0.010**PROJECT DESCRIPTION:** Project management of the design phase of bridge replacement on Granger Drive over Steinhatchee River.**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient 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) Study to be completed by: N/A.
- b) Design to be completed by: 02/28/2024.
- c) Right-of-Way requirements identified and provided to the Department by: 05/31/2023.
- d) Right-of-Way to be certified by: 08/31/2023.
- e) Design LAP Agreement to be completed by: 05/31/2024
- f) Construction contract to be let by: N/A.
- g) Construction to be completed by: N/A.

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:

Taylor County will provide project management of the design contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Taylor County 201 E. Green St. Perry, FL 32347	FINANCIAL PROJECT NUMBER: 437422-1-38-02
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2022 (ACBZ)	\$ 26,470.00	\$ _____	\$ _____	\$ 26,470.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 26,470.00	\$ 0.00	\$ 0.00	\$ 26,470.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 26,470.00	\$ 0.00	\$ 0.00	\$ 26,470.00

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.

Cassandra Lamey
 District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209); (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$26,470.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

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

RESOLUTION NO. _____

***Granger Bridge Replacement Local Agency 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 Local Agency Program Agreement to manage the design phase of the Granger Bridge Replacement project in Taylor County, and

WHEREAS, the Local Agency Program Agreement will have no financial obligations on Taylor County, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Local Agency Program Agreement.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida that:

1. The Chair of the Board is authorized to enter into the Granger Bridge Replacement Project Design Phase Local Agency Program Agreement on behalf of the Board of County Commissioners.

PASSED in regular session this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF REQUEST TO OBTAIN SURVEYS FOR LOTS LOCATED AT KEATON BEACH.

**MEETING DATE REQUESTED:**

FEBRUARY 15, 2022

Statement of Issue: TO IDENTIFY OWNERSHIP OF SEAWALLS THAT MAY HAVE BEEN CONSTRUCTED ON COUNTY OWNED PROPERTY.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD OF COUNTY COMMISSIONERS HAS DISCUSSED POSSIBLE SOLUTIONS REGARDING OWNERSHIP OF TWO SEAWALLS THAT APPEAR TO BE CONSTRUCTED ON COUNTY OWNED LOTS (LOT 17 UNIT #3 AND LOT 18, BLOCK C, UNIT #1) IN KEATON BEACH. DURING THE JANUARY 25, 2022 THE CONSENSUS OF THE BOARD WAS TO OBTAIN A SURVEY OF THE PROPERTY TO DETERMINE NOT ONLY OWNERSHIP OF THE SEAWALLS BUT TO ALSO OBTAIN A LEGAL DESCRIPTION OF THE PROPERTY THAT IS OUTSIDE THE WATERWAY.

Options: APPROVE/NOT APPROVE

Attachments: COPY OF DEED FOR TWO LOTS

This Indenture

Made this 16th day of June, A. D. 1961,

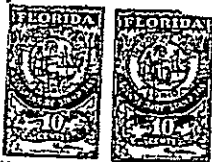
Between KEATON BEACH, INC.,

a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Taylor
State of Florida party of the first part, and
Taylor County, a political subdivision of the State of Florida,

of the County of Taylor and State of Florida
party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of ---other valuable considerations and Ten----- Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its heirs and assigns forever, all that certain parcel of land lying and being in the County of Taylor and State of Florida, more particularly described as follows:

Lot 17 Unit #3, and Lot 18, Block C,
Unit #1, of KEATON BEACH, INC., as shown
by map or plat thereof recorded in the
Office of the Clerk of the Circuit Court
in and for Taylor County, Florida.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever.

And the said party of the first part doth covenant with the said party of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances, and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land; and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its secretary the day and year above written.

Attest:

Walter
Secretary

KEATON BEACH, INC.

By William C. Hadousky
President.

Signed, Sealed and Delivered in Our Presence:

R. O. Rice
P. J. Hitham

State of Florida,

County of POLK

I HEREBY CERTIFY, That on this 16th day of June A. D. 19 61,
before me personally appeared William C. Sadowsky and
Tom B. Walker President and Secretary
respectively of KEATON BEACH, INC., a corporation
under the laws of the State of Florida, to me known to be the
persons described in and who executed the foregoing conveyance to
Taylor County, a political subdivision of the State
of Florida

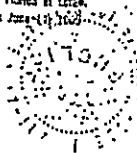
and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

WITNESS my signature and official seal at Winter Haven,
in the County of Polk and State of Florida, the day and
year last aforesaid.

Ray J. Keith
Notary Public

My Commission Expires _____

Notary Public, State of Florida at Large.
My Commission Expires June 14, 1962



FILED FOR RECORD
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

JUL 3 10 10 AM 1961

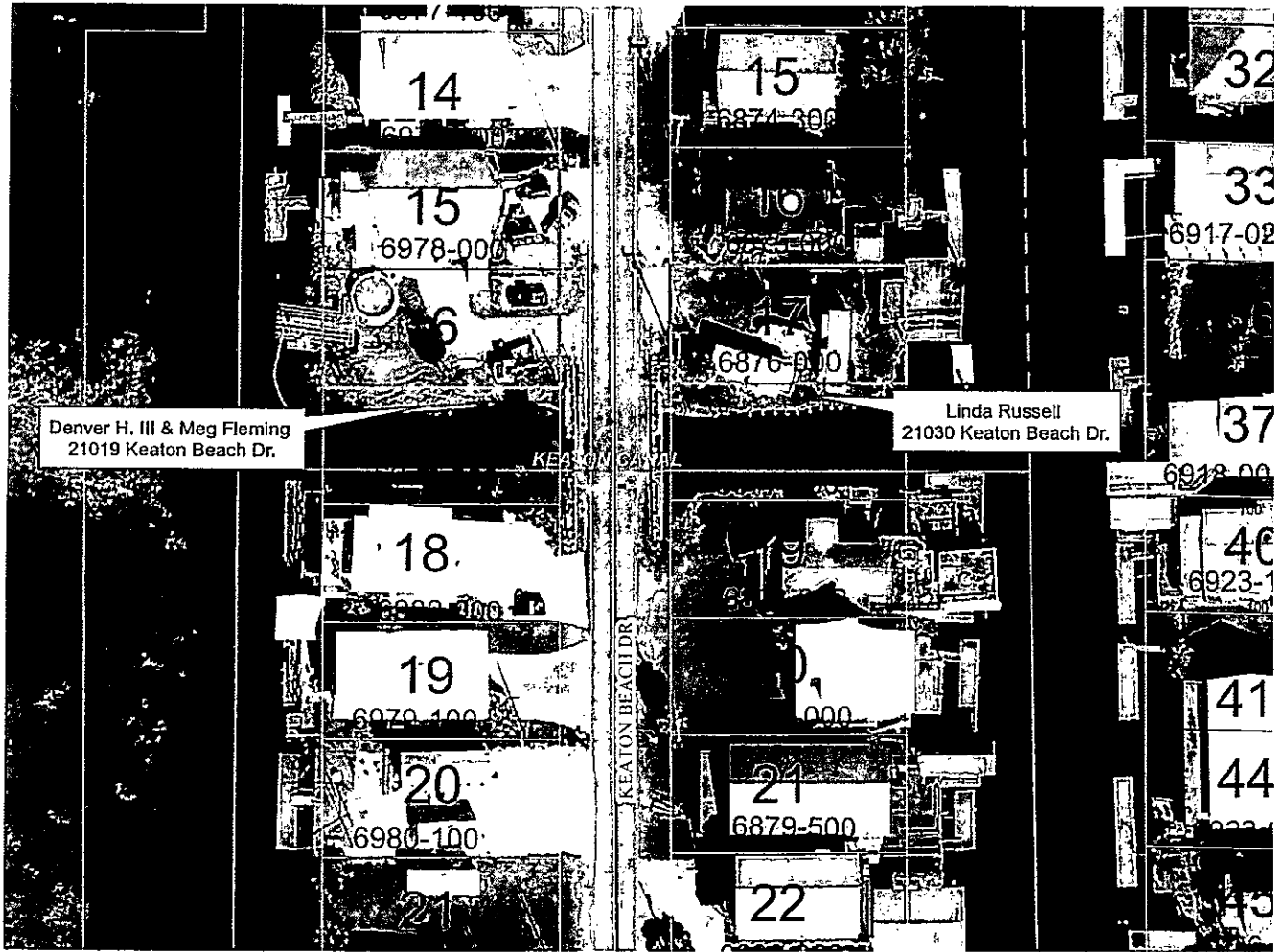
RECORDED IN OFFICIAL
RECORD 26 PAGE 611-612
C. RALPH CARLTON, CLERK

ABSTRACT OF DESCRIPTION

Date June 15th, 1961.

TO
KEATON BEACH, INC.

Recorded
FROM CORPORATION



Denver H. III & Meg Fleming
21019 Keaton Beach Dr.

Linda Russell
21030 Keaton Beach Dr.