

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, MARCH 5, 2018  
6:00 PM

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

REGULAR MEETING

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 (GUEST PASTOR)
2. Pledge of Allegiance
3. Approval of Agenda

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF FEBRUARY 8 AND 20, 2018.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER RATIFICATION OF THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON TASK ORDER NO. 9, BETWEEN TAYLOR COUNTY AND AVCON, INC. FOR SURVEY SERVICES, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.



8. THE BOARD TO CONSIDER APPROVAL OF CHANGE ORDER TO THE SHADY GROVE COMMUNITY CENTER CONSTRUCTION PROJECT, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT AND ADOPTION OF AUTHORIZING RESOLUTION, TO THE FDOT CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE C.R. 361 CYPRESS CREEK BRIDGE NUMBER 380038, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
10. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT AND ADOPTION OF AUTHORIZING RESOLUTION, TO THE FDOT CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE C.R. 361 FISH CREEK BRIDGE NUMBER 380068, AS AGENDAED BY THE COUNTY ENGINEER.

PUBLIC REQUESTS:

11. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) INDIVIDUAL TO TAYLOR COUNTY TOURISM DEVELOPMENT COUNCIL BOARD, AS REQUESTED BY DAWN TAYLOR, TOURISM DEVELOPMENT DIRECTOR.
12. THE BOARD TO CONSIDER THE APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COASTAL WATER AND SEWER DISTRICT (TCWSD) BOARD, AS REQUESTED BY DIANE CARLTON, OFFICE MANAGER.
13. THE BOARD TO CONSIDER APPROVAL OF PROCLAMATION DECLARING APRIL AS WATER CONSERVATION MONTH IN TAYLOR COUNTY, AS REQUESTED BY THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD).

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENT UNITS:

14. BRUCE RATLIFF, COUNTY PROPERTY APPRAISER, TO APPEAR TO DISCUSS THE FLORIDA PROPERTY TAX EXEMPTIONS FOR SENIOR CITIZENS AMENDMENT.



**COUNTY STAFF ITEMS:**

15. THE BOARD TO CONSIDER APPROVAL OF PROPOSED SHIP RECIPIENTS, WORK WRITE UP/BID FORMS AND INVITATION TO BID, FOR THE DEMOLITION AND RECONSTRUCTION OF ONE (1) HOME AND THE REHABILITATION OF TWO (2) HOMES, AS AGENDAED BY THE GRANTS DIRECTOR.
16. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENTS, FOR GRANT WRITING AND PROGRAM ADMINISTRATION SERVICES FOR RESTORE ACT AND OTHER APPLICABLE GRANTS, AS AGENDAED BY THE GRANTS DIRECTOR.
17. THE BOARD TO CONSIDER APPROVAL OF FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT APPLICATION, FOR BUCKEYE REEF ENHANCEMENT, CONSTRUCTION AND DEPLOYMENT PROJECT, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

**GENERAL BUSINESS:**

18. THE BOARD TO CONSIDER ADOPTION OF DRAFT RESOLUTION TO REQUEST DESIGNATION OF THE U.S. HIGHWAY 98 BRIDGE OVER THE ECONFINA RIVER, IN RECOGNITION OF SSGT EDWARD C. SHEFFIELD, AS AGENDAED BY CHAIRMAN FEAGLE.

**COUNTY ATTORNEY:**

19. THE COUNTY ATTORNEY TO DISCUSS ROOT VS. TAYLOR COUNTY AND JOHNNIE DRIGGERS MEDIATION.
20. THE COUNTY ATTORNEY TO DISCUSS THE SURVEY FOR DEAN ROAD.

**COUNTY ADMINISTRATOR ITEMS:**

21. THE BOARD TO CONSIDER EXECUTION OF LEASE AGREEMENT WITH NEXT EDGE TECHNOLOGY, FOR PLACEMENT OF SENSOR ON COUNTY LIGHT POLE IN HODGES PARK, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
22. THE BOARD TO CONSIDER APPROVAL OF JOB DESCRIPTION FOR COMMUNITY SERVICES DIRECTOR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.



23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

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](http://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 LAWANDA PEMBERTON, 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.



(6)

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2018, to be in excess of the advertised budget.

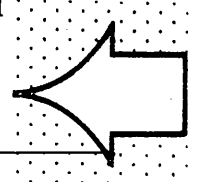
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2018.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$ 90,690	001-3312023	Hazard Mitigation Program Grant (HMPG)
Expenditures:		
\$118,220	1227-53401	Contractual Services
\$ 2,700	1227-54610	R&M Building and Grounds
\$120,920	Total Expend.	(Dept #1227 - includes match)
\$ (30,230)	9001-59915	Reserve for Capital Improvements (County Match)
\$ 90,690	Net - Amended Overall Budget	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 5th day of March, 2018 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



NEW GRANT AWARDED 2018 FISCAL YEAR



## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

### ***County Commission Agenda Item***

**SUBJECT/TITLE:**



The board to review and approve a hazard mitigation grant (HMGP) contract agreement for the purchase of a 150 kW generator and electrical connectivity upgrades at Forest Capital Hall.

**MEETING DATE REQUESTED:**

**January 16, 2018**

**Statement of Issue:**

On May 1, 2017 the Board approved and signed a grant application through FDEM and the Hazard Mitigation Grant Program. Taylor County has been awarded the grant for \$90,690.00 to purchase and install a generator at Forest Capital Hall, plus electrical upgrades. The county match for this project is \$30,920.00 or 25%. The total cost for the generator and upgrades is estimated at \$120,920.

**Recommended Action:** **APPROVE and SIGN GRANT AGREEMENT**

**Fiscal Impact:** \$30,920 (This project must be completed by June 11, 2019)

**Budgeted Expense:** No, but project can be curtailed until 18/19 FY if necessary, however the prices are currently State Contract and could change in October.

**Submitted By:** **Emergency Management**


### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** This grant eligibility is a direct result of the impact that Taylor County received from Hurricane Hermine. FHC is currently the main facility that would be available to the County to relocate government if a disaster destroyed or impacted the Courthouse, Administration building or several other County offices. Extended periods of electrical utility loss would be eliminated with the availability of this generator and government could continue to serve the citizens of Taylor County without interruption.

**Options:** **Approve or Decline Grant**

**Attachments:** **Contract, May 1 agenda form**



TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b>  	Board to review and approve the Hazard Mitigation Grant Program Application (HMGP) to Florida Division of Emergency Management (FDEM) for the installation of a generator and required electrical improvements at Forest Capital Hall (FCH).  <div style="text-align: right;"><b>COPY</b></div>
<b>MEETING DATE REQUESTED:</b>	May 1, 2017

**Statement of Issue:** Board to review and approve the HMGP grant application to FDEM for the installation of a 150kw/188KVA stationary generator and required electrical improvements including a transfer switch at FCH which is designated as the County's primary COOP and disaster recovery facility.

**Recommended Action:** Approve HMGP grant application.

**Fiscal Impact:** The County will be submitting a grant application in the amount of \$120,920. The grant is requesting funding assistance in the amount of \$90,6990 and the County will be required to provide a match of \$30,230. The County was required to provide an alternate project in the application which is the installation of a transfer switch and necessary electrical upgrades in the amount of \$17,300. If the alternate project should be selected by FEMA, the County would receive funding assistance in the amount of \$12,975 and be required to provide a match of \$4,325. If the alternate is funded instead of the primary project, the County would need to lease a generator in the event of a disaster or emergency event to activate FCH for disaster recovery if the facility is without power.

**Budgeted Expense:** Y/N Not at this time.

**Submitted By:** Jami Boothby & Melody Cox

**Contact:** Melody Cox

#### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** As a County impacted by Hurricane Hermine, the County is eligible to apply for HMGP grant funding. Steve Spradley, Emergency Management Director discussed the proposed projects with the Board at the April 18 Board meeting and the April 20 Board workshop. The Local Mitigation Strategy (LMS) met April 11 and discussed and approved the projects to be submitted to the HMGP grant program.





STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT  
Governor

WESLEY MAUL  
Director

February 6, 2018

Mr. Steve Spradley  
Emergency Management Director  
Taylor County BOCC  
591 E. US 27  
Perry, Florida 32347

**Re: Project #4280-18-R, Taylor County BOCC**

Dear Mr. Spradley:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number 18-HM-03-72-02-H0015 between Taylor County BOCC and the Division of Emergency Management. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website:  
<http://www.floridadisaster.org/Mitigation/Hazard/index.htm>. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Barbara Holeda, Project Manager  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399-2100

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Barbara Holeda at (850) 815-4538.

Respectfully,

Miles E. Anderson  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

MEA:km/a  
Enclosure



1

**DETAIL BUDGET REQUEST**  
**2017/2018 FISCAL YEAR**

DEPARTMENT: Hazard Mitigation Grant Program (HMGP)  
DEPARTMENT #:

PREPARED BY: Steve Spradley 2/14/18  
Steve Spradley Date

**Expenditure**

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
53401	CONTRACTUAL SERVICES For equipment, and install generator.	\$118,220
54610	R&M BUILDING AND GROUNDS For generator pad and other expenses	\$2,700

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**TOTAL** **\$120,920.00**

Grant is a 75% - 25% match;

**Funding Summary**

Federal Share:	\$90,690 (75%)
Local Share:	\$30,230 (25%)
Total Project Cost	\$120,920.00 (100%)

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Agreement Number: H0015  
Project Number: 4280-18-R

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Taylor County BOCC</u>
Sub-Recipient's unique entity identifier:	<u>F59-6000879</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4280-FL</u>
Federal Award Date:	<u>November 13, 2017</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru June 11, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$90,690.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$90,690.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$90,690.00</u>
Federal award project description (see FFATA):	<u>Taylor County BOCC – Generator Project</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Barbara.holeda@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to ratify the County Administrators signature on Task Order 9 between the Board of Commissioners and AVCON, Inc. for the survey services required by FAA for the 20.5 acres the County will be acquiring from the Taylor County Development Authority (TCDA) as part of the settlement to resolve past Perry-Foley Airport land ownership issues with FAA.

**MEETING DATE REQUESTED:**

March 5, 2018

**Statement of Issue:** The County is required to have an FAA approved survey completed for the acquisition of 20.5 acres from the TCDA as part of the settlement with FAA on past land ownership transfer issues at Perry-Foley Airport. Task Order 9 is for the completion of the survey as required per FAA guidelines and standards.

**Recommended Action:** Ratify the County Administrators signature on Task Order 9.

**Fiscal Impact:** Task Order 9 is in the amount of \$4,800 and there is sufficient funding in Airport Budget 0529 to cover the fees for the services outlined in Task Order 9.

**Budgeted Expense:** Y/N      Not applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County is acquiring 20.5 acres from the TCDA as part of the settlement with FAA to resolve past land transfer issues involving airport property. FAA requires a survey which is to be completed by an FAA approved firm.

**ATTACHMENTS:** Task Order 9 for Professional Services for Boundary Survey for Parcel 06060-200.



**TASK ORDER**  
**Professional Services**  
**Boundary Survey for Parcel 06060-200**  
**Perry Foley Airport**  
**February 16, 2018**

Task Order No. 9

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the Taylor County Board of County Commissioners (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Engineering, Planning, Design, and Construction Management Services, dated November 20, 2012, all of which terms and conditions are incorporated herein by reference.

1. **Task Location:** Perry Foley Airport  
Taylor County, Florida
2. **Task Name:** Boundary Survey for Parcel 06060-200
3. **Task Description/Scope of Services:** CONSULTANT shall perform services as identified in the proposal provided by CHW, Inc. attached as **Attachment A** hereto.
4. **Compensation:** All work performed under this Task Order shall be compensated for on a Lump Sum basis as derived in Exhibit "A" – Scope of Services attached hereto. The Lump Sum fee for these services shall be Four Thousand, Eight Hundred and 00/100 dollars (\$4,800.00) and shall include all job-related travel costs, reprographic costs, printing/plotting costs, telephone/facsimile charges, and mail charges required to perform the work specified.
5. **Schedule:** The project schedule shall be as coordinated mutually between COUNTY and CONSULTANT.
6. **Deliverables:** Deliverables for the work shall as specified in the CHW, Inc. proposal attached as Attachment A hereto.
7. **Other Considerations:** Services of the CONSULTANT shall be under the direction of Ms. Melody Cox.

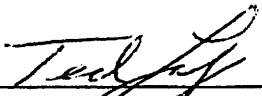
CHW, Inc. shall serve as an authorized subconsultant for work performed under this task order.

As a service to the COUNTY, CONSULTANT shall administer this task order. CONSULTANT shall provide no other services under this task order; the services will be exclusively provided by the authorized subconsultant. The authorized subconsultant shall be solely accountable and liable to the County for satisfactory quality and performance of the work specified in the scope of services.



Accepted by:

**Taylor County Board of  
County Commissioners**

By: 

Printed Name: TIED L. LAYLEY  
County Administrator

Title: Chairperson

Accepted by:

**AVCON, Inc.**

By: 

Printed Name: Virgil C. "Lee" Lewis, P.E.

Title: Regional Manager





August 21, 2017

John Collins, PE, Project Manager  
AVCON  
320 Bayshore Dr, Suite A  
Niceville, FL 32578

Re: Boundary Survey  
Tax Parcel 06060-200  
Taylor County, Florida

Dear John:

We appreciate this opportunity to present the following proposal to provide professional land surveying services for the above referenced project. We submit this proposal pursuant to your request on January 24, 2017 to perform a Boundary Survey of the referenced parcel. The following is our understanding of the requested services.

**Project Description:**

Perry Foley Airfield is acquiring the above referenced parcel from Taylor County. The parcel contains 20.57± with scattered trees and open spaces.

**CHW will provide the following Scope of Services:**

CHW will perform the boundary survey. As a part of our field observations, we will recover, locate, flag and/or replace all boundary corners as needed. We will locate and map all visible improvements; such as, fencing, visible utility structures, etc.


All above listed surveying services will be performed in accordance with the Standards & Practices as set forth in Florida Administrative Code 5J-17 adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statute 472.027 as well as all Federal Aviation Administration (FAA) regulations and guidelines for Boundary Survey requirements.

The map will be certified to those entities specified by you or your legal counsel. We will deliver up to five (5) certified hard copies of the survey map.

The above described services will be provided for the lump sum fee of **\$4,500.00**. This fee does not include prints over the above stated amount or overnight fees. Those will be invoiced at 115%.

We trust you find our scope and fee acceptable; otherwise, please do not hesitate to call should you have any questions or comments. As formal notice to proceed, please sign in the space provided on the accompanying Standard Agreement Form and return the signed copy for our files.

Sincerely,  
CHW

  
Michael L. Harbert, PLS  
Senior Project Surveyor

H:\Proposals-ALTA Standards\Perry Foley Airport\AVCON\_TP 06060-200\_Boundary\_180126.docx



## ATTACHMENT A

### AGREEMENT FOR PROFESSIONAL SERVICES

**CONSULTANT:****Causseaux, Hewett & Walpole, Inc.**

11801 Research Dr.

Alachua, FL. 32615

Phone: (352) 331-1976

Email: kevinh@chw-inc.com

**CLIENT:****AVCON**

320 Bayshore Dr, Suite A

Niceville, FL 32578

Phone:

Facsimile:

Email:

**CLIENT** retains and authorizes **CONSULTANT** to perform the following services:

1) **SCOPE:** The specific scope of **CONSULTANT'S** services is as described by that letter proposal dated January 26, 2018, referencing a Boundary Survey of Tax Parcel 06060-200, Taylor County, FL ("Letter Proposal"), and upon execution by the parties, are incorporated by reference. Reference to this Agreement shall include all provisions of the Letter Proposal. In the event any of the terms or conditions of this Agreement require further interpretation, **CONSULTANT'S** reasonable good faith interpretation of these documents, including this Agreement and the Letter Proposal, shall be presumed correct.

**CONSULTANT** agrees to serve as the **CLIENT's** professional engineer, surveyor, and/or planner and perform professional services to **CLIENT** on the Project described in the Letter Proposal during the performance of **CONSULTANT'S** professional services, but only to the extent described in the Letter Proposal.

2) **COMPENSATION:** **CONSULTANT** shall receive fees and reimbursement of costs as described in the Letter Proposal. When compensation is based on a cost-reimbursable basis, a service charge of 15 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes, if any, shall be added to **CONSULTANT'S** compensation when invoicing **CLIENT**.

3) **OTHER TERMS:** Services to be performed under this Agreement shall be performed in accordance with the **STANDARD PROVISIONS** stated on the back of this form, and any attachments or schedules. This Agreement supersedes all prior agreements and understanding, and may only be changed by a writing executed by both parties.

Agreed to by **CLIENT**:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to by **Causseaux, Hewett & Walpole, Inc.:**

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

Printed Name: Kevin W. Hewett, P.L.S.Title: Vice President

Date: \_\_\_\_\_



## ATTACHMENT A

### STANDARD PROVISIONS

**A. Representation; Authorization to Proceed.** CLIENT and the person signing individually jointly and severally represent and warrant: i) CLIENT is the owner of the property subject to the services to be performed by CONSULTANT; or ii) CLIENT has written authority on behalf of the owner of the property to contract as described in this AGREEMENT and CONSULTANT is authorized to proceed with the professional services described herein. CLIENT shall furnish proof of ownership or authority upon request of CONSULTANT, and the CLIENT and individual signing shall indemnify CONSULTANT and hold CONSULTANT harmless for any and all claims arising from the failure of CLIENT to own or have authority hereunder. CONSULTANT shall have a lien on all real property for services rendered in connection with this Agreement, including reasonable attorney's fees and costs incurred in collection.

**B. Per Diem Rates.** CONSULTANT's Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the Project by CONSULTANT's employees for the indicated classifications. These rates are subject to annual adjustments and include all allowances for salary, overheads, and fees, but do not include allowances for Direct Expenses.

**C. Direct Expenses.** CONSULTANT's Direct Expenses are those necessary costs and charges incurred for the services to be performed under this Agreement including, but not limited to, the direct costs of transportation, meals and lodging, mail, subcontracts and outside services, materials, supplies, and equipment.

**D. Opinions.** CONSULTANT may provide to CLIENT opinions and other economic information based on CONSULTANT's experience and judgment. Nonetheless, CONSULTANT has no control over market conditions, bidding procedures and other variables, and any opinions or evaluations are made by CONSULTANT in good faith only, and shall not constitute any type of warranty as to accuracy. CONSULTANT specifically represents that bids, construction costs and other economic forecasts often differ, and are only probable estimates.

**E. Standard of Care.** The Standard of Care applicable to CONSULTANT's services shall be the degree of skill and diligence normally employed by professional engineers, surveyors, planners or consultants performing the same or similar services at the time CONSULTANT's professional services are performed. CONSULTANT may also rely on actions, opinions and other information provided by others involved in the Project as CONSULTANT performs its professional services. CLIENT shall timely place at CONSULTANT's disposal any and all tests, surveys and other information that may affect the professional services to be provided herein, and shall provide prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect or other matter that may affect CONSULTANT's ability to provide professional services. In the event CONSULTANT reasonably believes an action is required or of need in order for CONSULTANT to timely complete CONSULTANT's professional services under this Agreement, and such action may not be timely completed, CLIENT hereby authorizes and empowers CONSULTANT to take such action, if, and only if, CONSULTANT desires and is able to do so, and CONSULTANT shall bill for the professional services rendered as an additional professional service.

**F. Termination.** This AGREEMENT may be terminated by either party without cause on 30 days written notice. Additionally, if CONSULTANT reasonably determines it is unable to perform its services due to the action or inaction of CLIENT or its agents, CONSULTANT may terminate for cause upon five days notice to CLIENT. In the event of termination other than for cause, CONSULTANT shall be entitled to be paid for services rendered, and if this Agreement is on a fixed or similar type of compensation arrangement, then CONSULTANT shall be entitled to its reasonable estimate of the compensation arrangement. In the event of termination for cause, CONSULTANT shall be paid in full for all professional services contracted for herein, plus any costs associated with termination, including, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

**G. Payments.** Periodic invoices will be submitted by CONSULTANT for services provided under this AGREEMENT. In the event of a fixed fee for any service, the invoice submitted shall represent a reasonable billing installment only. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or the maximum rate permitted by law (if less), shall be charged on all past-due amounts starting 30 days after the date of the invoice. Payment shall first be credited to interest, and then to principal. In the event of a good faith dispute as to the invoice amount, only that portion so disputed shall be withheld from payment, and the undisputed portion shall be paid. No interest shall accrue on any contested portion of the invoice until sixty days after disputed. CONSULTANT is given, as a result of the professional services rendered, all general, possessory or retaining liens, and all special or charging liens, known to the common law, or prescribed by statute, on the project and property, and shall be entitled to reasonable attorney fees and costs incurred in collection.

**H. Limitation of Liability.** To the maximum extent permitted by law, notwithstanding any other provision herein (including the Letter Proposal), CONSULTANT's liability for CLIENT's damages for any cause or combination of causes, including, but not limited to, in tort, strict liability, statutory liability, warranty, contract, or otherwise, shall, in the aggregate, not exceed the compensation received by CONSULTANT under this AGREEMENT. Nonetheless, the limitations described under this paragraph shall not apply to willful, wanton or reckless misconduct or gross negligence of CONSULTANT.

**I. Severability and Survival.** If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of all remaining provisions shall not be impaired thereby. Additionally, the limitation of liability, indemnities, and any other express representations described in this Agreement shall survive termination of this AGREEMENT.

**J. Hazardous Substances.** CLIENT shall indemnify and hold harmless CONSULTANT from any and all claims, damages, losses and costs, including attorney's fees, arising out of or relating to the presence of hazardous substances or contaminants in connection with this Agreement, unless said hazardous substance or contaminant relates solely to acts by CONSULTANT.

**K. Interpretation.** The laws of the State of Florida shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it, including, that the appropriate state court in Alachua County, Florida, shall be the sole proper and convenient venue for any legal proceedings arising out of or related to this Agreement and the transactions contemplated by this Agreement. Each party waives any defense, whether asserted by motion or pleadings to a jury trial, and that Alachua County, Florida, is an improper or inconvenient venue. This Agreement shall be construed under and governed by the laws of Florida. For purposes of this Agreement, CONSULTANT shall include any of its employees, agents, officers, directors, owners, affiliated organizations, and subcontractors.

**L. No Third Party Beneficiaries.** This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT, and has no third party beneficiaries.

**M. Complete Agreement.** This is the complete understanding and agreement between the parties associated with the matters contained herein, and supersedes all other agreements between the parties. No waiver or modification of this Agreement, or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. Further, the parties agree that the provisions of this section may not be waived except as herein set forth.

**N. Materials and Samples.** Any items, materials, samples, or substances taken by CONSULTANT for testing, analysis, or other evaluation shall be returned within 60 days of completion of the professional services provided by CONSULTANT, unless otherwise agreed. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee, and at no time assumes title to said items, materials, samples, or substances.

**O. Successors & Assigns.** The parties binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of the other party, in respect to all covenants of this agreement. Neither party shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other party. Nothing shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party to this agreement, nor shall it be construed as giving any rights or benefits to anyone other than the parties to this agreement.

**P. Other,** \_\_\_\_\_



**Michael Lynn Inc.**  
**P.O. Box 813**  
**Perry, Florida 32348**  
**(850) 584-9035 office**  
**850-838-6214 cell**  
**[builder@gtcom.net](mailto:builder@gtcom.net)**

To: Taylor County Board of County Commissioners

Ref: Shady Grove Community Center

**Proposed change orders**

1. Install 1x8 lap and gap pine siding, installed horizontally in the main hall, stage area and both hallways in lieu of drywall.

\$8,250.00


2. Labor and materials to form and pour 10' wide sidewalk connecting front steps to existing sidewalk and 5' wide sidewalk on left side steps to existing sidewalk.

\$4,000.00

\*\*\*Right side will have handicap ramp to connect to existing sidewalk\*\*\*

*NO CHARGE*



TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	COMMISSIONERS TO RECEIVE AND APPROVE AN AMENDMENT TO THE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 361 CYPRESS CREEK BRIDGE NO. 380038
<b>MEETING DATE REQUESTED:</b>	March 5, 2018

**Statement of Issue:**

The Florida Department of Transportation (FDOT) is proposing to replace CR 361 Cypress Creek Bridge No. 380038 under the terms and conditions of a Construction & Maintenance Agreement using Federal funds. An amendment to that agreement has been determined necessary.

**Recommended Action:** Staff recommends that the Commission approve the Construction & Maintenance Agreement Amendment including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

**Fiscal Impact:** FISCAL YR 2017/18 - N/A

**Budgeted Expense:** FUNDING AVAILABLE

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Bridge No. 380038 crosses over Cypress Creek on the Beach Road (CR 361) just south of Dead Man's Curve. This project will work to replace the existing 75 year old 60 ft concrete bridge with a new structure meeting current traffic and load rating requirements.

The previously approved Construction & Maintenance Agreement (1/4/2016) provides for FDOT to fund, design, manage, and construct the bridge replacement at no expense to Taylor County. Since its approval, FDOT was informed that specific language regarding "Federal non-participating" items requested by the local agency needed to be included within the agreement to limit its financial liability for additions to project scope. More specifically, the language states that any request by the County to include items that are federal non-participating would be at the expense of the County. Items such as these might include additional mowing cycles, litter pickup, etc. FDOT is committed to delivering the project today as it's currently approved design. Any modifications to these plans or the project by Taylor County that are outside the current scope and considered federally non-participating would only be included at Taylor County's expense.

An additional component to the proposed Amendment addresses Public Records, Recital 3. That provision requires Taylor County to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by FDOT perform the Construction & Maintenance Agreement,



2) Upon request from FDOT's custodian of public records, provide FDOT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law,

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Taylor County does not transfer the records to FDOT,

4) Upon completion of this Agreement, transfer, at no cost, to FDOT all public records in possession of Applicant, as the case may be, or keep and maintain public records required by FDOT to perform this Agreement. If Taylor County transfers all public records to the public Agency upon completion of this Agreement, Taylor County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Taylor County keep and maintain public records upon completion of this Agreement, Taylor County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FDOT, upon request from FDOT's custodian of public records, in a format that is compatible with the information technology systems of FDOT.

FDOT is requesting the BOCC to execute the attached Construction and Maintenance Agreement Amendment as soon as possible along with a Resolution authorizing its approval by the Chairperson. Nothing within the Amendment alters FDOT's current commitment to delivering the project. Therefore, Staff recommends that the Commission approve the Amendment including adopting a Resolution authorizing the Commission Chair to execute the Amendment on behalf of the Commission.

**Options:**

- 1) Accept and approve the Amended Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Amendment and state reasons for such denial.

**Attachments:**

Authorizing Signature and FDOT Delivery Resolution  
Construction & Maintenance Agreement Amendment



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT AMENDMENT TO REPLACE CR 361 CYPRESS CREEK BRIDGE NO. 380038.**

**WHEREAS,** The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement Amendment to replace CR 361 Cypress Creek Bridge No. 380038, and

**WHEREAS,** the Board agrees that any items requested by the Board to be included in the scope of work for the bridge replacement project, in the Florida Department of Transportation's sole discretion and without limitation in accordance with the Code of Federal Regulations (CFR), deemed to be federal non-participating items, shall be funded at the sole expense of the Board of County Commissioners.

**WHEREAS,** the Board agrees to terms and conditions addressing Public Records within the Amendment;

**WHEREAS,** the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Amendment.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida, hereby authorizes the Chairperson to enter into the CR 361 Cypress Creek Bridge No. 380038 Replacement Construction & Maintenance Agreement Amendment with FDOT.

**PASSED AND ADOPTED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk



## **CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT** ("Amendment") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County, Florida ("Agency").

### **-RECITALS-**

1. The terms and provisions set forth in this Amendment are incorporated into and made part of that certain Construction and Maintenance Agreement ("Original Agreement") for Financial Project Number **212844-3-52-01** ("FIN") entered into by the Parties on January 21, 2016, a copy of which is attached as **Exhibit "A"**; and

2. This Amendment shall be merged into and made part of the Contract and both documents shall be collectively referred to as the ("Agreement"); and

3. The FIN is funded via federal dollars provided to the Department by the Federal Highway Administration ("FHWA"); and

4. Because this FIN is funded by FHWA, only those project items identified as federal participating in accordance with the Federal Highway Administration's Code of Federal Regulations ("CFR"), shall be compensable; and

5. The expense for any project items identified as federal non-participating ("Non-Participating Items") in the sole discretion of the Department will be the sole responsibility of the Agency; and

6. The sole purposes of this Amendment are to amend the Original Agreement to incorporate language establishing the Agency's financial responsibility for any items identified as federal non-participating items and to include newly required public records language; and

7. The Agency, by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, a copy of which is attached as **Exhibit "B"** and made a part of this Agreement, previously authorized its officers to execute the Original Agreement on its behalf.

8. In the event of any conflict or inconsistency between the Original Agreement and this Amendment, the provisions of this Amendment shall control; and

9. All other terms and conditions of the Original Agreement shall remain in full force and effect.

**NOW THEREFORE**, in consideration of the recitals and mutual covenants and conditions in this Amendment, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

### **1. RECITALS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Amendment.

### **2. FEDERAL NON-PARTICIPATING ITEMS**

A. The parties agree that Improvements, as defined in the Original Agreement or as may be added in the future, are only compensable via this FIN if such items are deemed to be federal participating as determined in the sole discretion of the Department, without limitation, in accordance with the CFR.

B. Any such items deemed not to be federal participating items, shall be considered Non-Participating Items and funded only at the sole expense of the Agency.

### **3. PUBLIC RECORDS**



Agency shall:

A. Contact the Department's Custodian of Public Records at (386) 758-3727; D2 [prcustodian@dot.state.fl.us](mailto:prcustodian@dot.state.fl.us); and Public Records Custodian, 1109 South Marion Avenue, MS 2009, Lake City, Florida 32025, if Agency has any questions regarding the application of Chapter 119, Florida Statutes, and Agency's duty to provide public records relating to this Agreement.

B. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

C. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

E. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant, as the case may be, or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the

Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

F. Failure by Agency to act in accordance with the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties execute this Addendum consisting of fifteen (15) pages.

***SIGNATURES ON FOLLOWING PAGE***



**Florida Department of Transportation**

**Attest:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

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

Office of the General Counsel  
Florida Department of Transportation

**TAYLOR COUNTY**

**Attest:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

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

Legal Counsel



**Exhibit A**  
**Original Executed Construction & Maintenance Agreement**



Financial Project Id. No. 212844-3-52-01

Federal Id. No. (if applicable) \_\_\_\_\_

Project Description Bridge Replacement of the CR 361 / Cypress Creek Bridge # 380038 from MP 11.735 to EMP 11.747

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### **CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement")** is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

#### **-RECITALS-**

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as the bridge replacement of the CR 361 / Cypress Creek Bridge #380038 from MP 11.735 to 11.747, as shown in attached Exhibit "A"; and
2. The term "Improvement" means and shall refer to bridge replacement, as more particularly shown in attached Exhibit "A"; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution N/A dated 1/4/16, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "B".

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

#### **1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

#### **2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

#### **3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

#### **4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

#### **5. E-VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract, and (B)



shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

#### **9. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.



Financial Project Id. No. 212844-3-52-01

Federal Id. No. (if applicable) \_\_\_\_\_

Project Description Bridge Replacement of the CR 361 / Cypress Creek Bridge # 380038 from MP 11.735 to EMP 11.747

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#### **10. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **11. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **12. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **13. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2014).

#### **15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:



Financial Project Id. No. 212844-3-52-01

Federal Id. No. (if applicable) \_\_\_\_\_

Project Description Bridge Replacement of the CR 361 / Cypress Creek Bridge # 380038 from MP 11.735 to EMP 11.747

Off System Department Construct Agency Maintain

Department: Florida Department of Transportation  
Attention: Janet Jones, P.E.  
Perry Maintenance  
657 Plantation Road  
Perry, Florida 32347  
850-838-5808

Agency: Taylor County Engineer  
Attention: Kenneth Dudley, P.E.  
201 E. Green Street  
Perry, Florida 32347

#### **16. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **17. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **18. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **19. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

#### **20. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

#### **21. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

#### **22. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have



Financial Project Id. No. 212844-3-52-01  
Federal Id. No. (if applicable) \_\_\_\_\_  
Project Description Bridge Replacement of the CR 351 / Cypress Creek Bridge # 380038 from MP 11.735 to EMP 11.747  
Off System Department Construct Agency Maintain

independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

### **23. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

### **24. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

### **25. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

### **26. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

### **27. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

### **28. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

### **29. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

### **30. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

### **31. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

### **32. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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



Financial Project Id. No. 212844-3-52-01

Federal Id. No. (if applicable) \_\_\_\_\_

Project Description Bridge Replacement of the CR 361 / Cypress Creek Bridge # 380038 from MP 11.735 to EMP 11.747

Off System Department Construct Agency Maintain

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."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of nine (9) pages.

**Florida Department of Transportation**

By: [Signature]  
Printed Name: GREG EVANS  
Title: DIST. 2 SEC.  
Date: 01/21/16

**Legal Review:**

By: [Signature]  
Office of the General Counsel  
Florida Department of Transportation

**Taylor County**

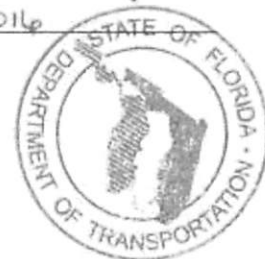
By: [Signature]  
Printed Name: Jody DeVane  
Title: Chair, BOCC  
Date: 1-4-16

**Legal Review:**

By: [Signature]  
Legal Counsel for Agency  
Conrad C Bishop Jr

**Attest:**

By: [Signature]  
Printed Name: Lisa Lambert  
Title: Executive Secretary  
Date: Jan. 21, 2016



**Attest:**

By: [Signature]  
Printed Name: Annie Mae Murphy  
Title: Clerk to Board  
Date: 1-4-16





Financial Project Id. No. 212844-3-52-01

Federal Id. No. (if applicable)

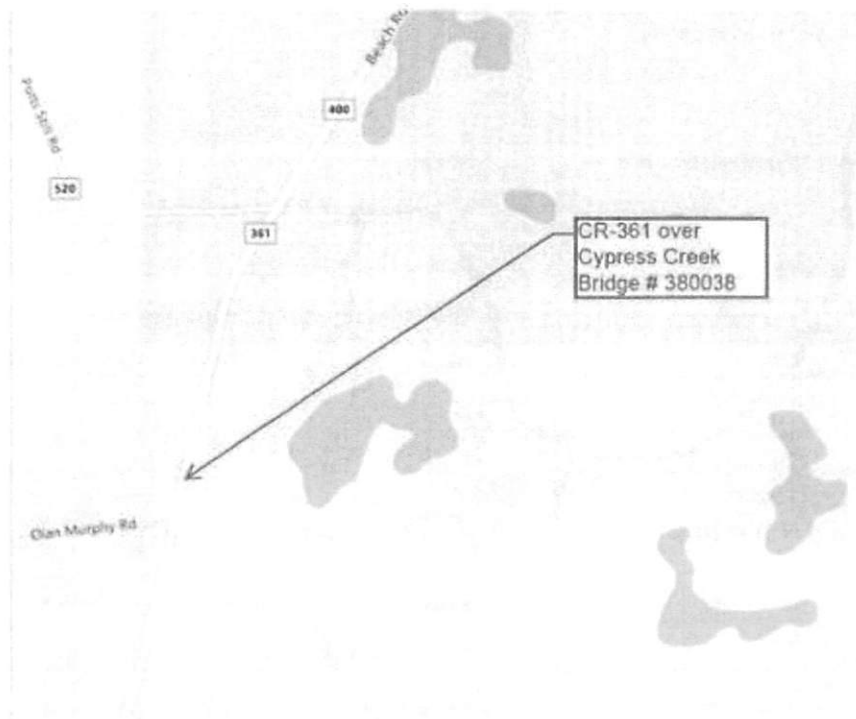
Project Description Bridge Replacement of the CR 361 / Cypress Creek Bridge # 380038 from MP 11.735 to EMP 11.747

Off System Department Construct Agency Maintain

**EXHIBIT "A"**

**(PROPERTY DESCRIPTION)**

**CR 361 over Cypress Creek Bridge Replacement # 380038 from BMP 11.735 to EMP 11.747**





Financial Project Id. No. 212844-3-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement of the CR 361 / Cypress Creek Bridge # 380038 from MP 11.735 to EMP 11.747

Off System Department Construct Agency Maintain



**EXHIBIT "B"**  
**(RESOLUTION)**



**RESOLUTION NO. N/A**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361 CYPRESS CREEK BRIDGE NO. 380038.**

**WHEREAS,** The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement to replace CR 361 Cypress Creek Bridge No. 380038, and

**WHEREAS,** the said above mentioned Agreement will allow the Florida Department of Transportation (FDOT) to replace CR 361 Cypress Creek Bridge No. 380038, and

**WHEREAS,** the FDOT will use Federal funds to replace CR 361 Cypress Creek Bridge No. 380038, and

**WHEREAS,** said above mentioned Agreement will require no financial, project oversight or administrative obligations on Taylor County, and

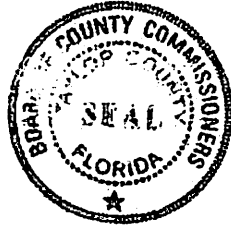
**WHEREAS,** the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

**WHEREAS,** the Board as a Local Agency believes that the FDOT can deliver the CR 361 Cypress Creek Bridge No. 380038 Replacement with greater efficiency, timing and savings than self-administration.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 361 Cypress Creek Bridge No. 380038 Replacement Construction & Maintenance Agreement with FDOT.



PASSED AND ADOPTED in regular session this 4th day of January, 2016.



BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: Jody Devane

JODY DEVANE, Chairperson

ATTEST:

Annie Mae Murphy  
ANNIE MAE MURPHY, Clerk



**Exhibit B  
Resolution**



# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



COMMISSIONERS TO RECEIVE AND APPROVE AN AMENDMENT TO THE FDOT CONSTRUCTION & MAINTENANCE AGREEMENT TO REPLACE CR 361 FISH CREEK BRIDGE NO. 380068

### MEETING DATE REQUESTED:

March 5, 2018

### Statement of Issue:

The Florida Department of Transportation (FDOT) is proposing to replace CR 361 Fish Creek Bridge No. 380068 under the terms and conditions of a Construction & Maintenance Agreement using Federal funds. An amendment to that agreement has been determined necessary.

**Recommended Action:** Staff recommends that the Commission approve the Construction & Maintenance Agreement Amendment including adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

**Fiscal Impact:** FISCAL YR 2017/18 - N/A

**Budgeted Expense:** FUNDING AVAILABLE

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

Bridge No. 380068 crosses over Fish Creek on the Beach Rd (CR 361) just north of the entrance to Hagan's Cove. This project will work to replace the existing 65 year old 12 ft W x 4 ft H concrete double box culvert bridge with a new structure meeting current traffic and load rating requirements.

The previously approved Construction & Maintenance Agreement (1/4/2016) provides for FDOT to fund, design, manage, and construct the bridge replacement at no expense to Taylor County. Since its approval, FDOT was informed that specific language regarding "Federal non-participating" items requested by the local agency needed to be included within the agreement to limit its financial liability for additions to project scope. More specifically, the language states that any request by the County to include items that are federal non-participating would be at the expense of the County. Items such as these might include additional mowing cycles, litter pickup, etc. FDOT is committed to delivering the project today as it's currently approved design. Any modifications to these plans or the project by Taylor County that are outside the current scope and considered federally non-participating would only be included at Taylor County's expense.

An additional component to the proposed Amendment addresses Public Records, Recital 3. That provision requires Taylor County to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by FDOT perform the Construction & Maintenance Agreement,



2) Upon request from FDOT's custodian of public records, provide FDOT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law,

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Taylor County does not transfer the records to FDOT,

4) Upon completion of this Agreement, transfer, at no cost, to FDOT all public records in possession of Applicant, as the case may be, or keep and maintain public records required by FDOT to perform this Agreement. If Taylor County transfers all public records to the public Agency upon completion of this Agreement, Taylor County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Taylor County keep and maintain public records upon completion of this Agreement, Taylor County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FDOT, upon request from FDOT's custodian of public records, in a format that is compatible with the information technology systems of FDOT.

The final component to the proposed Amendment addresses a TIIFT Easement, Recital 4. The Original Agreement defined the term Property as being owned by the Taylor County; however, it was since determined that a portion of the Property needed to be acquired by FDOT from the Trustees of the Internal Improvement Trust Fund first, with the intention of the same being transferred ("TIIFT Easement") to Taylor County upon completion of the project.

The Trustees of the Internal Improvement Trust Fund Easement was neither properly identified nor was there a means of conveyance of the TIIFT Easement from FDOT to Taylor County provided for in the Original Agreement. The Construction and Maintenance Agreement Amendment addresses this issue and further requires after completion of the project, Taylor County must make every good faith effort to cause the TIIFT Easement and all Improvements contained therein to be transferred or assigned from FDOT to Taylor County by the TIIFT. Once this is accomplished, Taylor County will own and be responsible to operate, maintain and repair the TIIFT Easement and any Improvements therein at its sole cost and expense, in accordance with the Original Agreement. If for some reason the TIIFT Easement is unable to be transferred to Taylor County, Taylor County is required to agree that it will perpetually operate, maintain, and repair the same and enter into and execute FDOT's standard on-system agreement for maintenance responsibilities as soon as practicable.

FDOT is requesting the BOCC to execute the attached Construction and Maintenance Agreement Amendment as soon as possible along with a Resolution authorizing its approval by the Chairperson. Nothing within the Amendment alters FDOT's current commitment to delivering the project. Therefore, Staff recommends that the Commission approve the Amendment including adopting a Resolution authorizing the Commission Chair to execute the Amendment on behalf of the Commission.

**Options:**

- 1) Accept and approve the Amended Construction & Maintenance Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Amendment and state reasons for such denial.

**Attachments:**

Authorizing Signature and FDOT Delivery Resolution  
Construction & Maintenance Agreement Amendment



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT AMENDMENT TO REPLACE CR 361 FISH CREEK BRIDGE NO. 380068.**

**WHEREAS,** The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement Amendment to replace CR 361 Fish Creek Bridge No. 380068, and

**WHEREAS,** the Board agrees that any items requested by the Board to be included in the scope of work for the bridge replacement project, in the Florida Department of Transportation's sole discretion and without limitation in accordance with the Code of Federal Regulations (CFR), deemed to be federal non-participating items, shall be funded at the sole expense of the Board of County Commissioners.

**WHEREAS,** the Board agrees to terms and conditions addressing Public Records within the Amendment;

**WHEREAS,** the Board agrees to terms and conditions addressing the Trustees of the Internal Improvement Trust Fund Easement within the Amendment;

**WHEREAS,** the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Amendment.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida, hereby authorizes the Chairperson to enter into the CR 361 Fish Creek Bridge No. 380068 Replacement Construction & Maintenance Agreement Amendment with FDOT.



**PASSED AND ADOPTED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk



## **CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT** ("Amendment") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County, Florida ("Agency").

### **-RECITALS-**

1. The terms and provisions set forth in this Amendment are incorporated into and made part of that certain Construction and Maintenance Agreement ("Original Agreement") for Financial Project Number **415248-1-52-01** ("FIN") entered into by the parties on January 22, 2016, a copy of which is attached as **Exhibit "A"**; and

2. This Amendment shall be merged into and made part of the Original Agreement and both documents shall be collectively referred to as the ("Agreement"); and

3. The FIN is funded via federal dollars provided to the Department by the Federal Highway Administration ("FHWA"); and

4. Because this FIN is funded by FHWA, only those project items identified as federal participating in accordance with the Federal Highway Administration's Code of Federal Regulations ("CFR"), shall be compensable; and

5. The expense for any project items identified as federal non-participating ("Non-Participating Items") in the sole discretion of the Department will be the sole responsibility of the Agency; and

6. The Original Agreement included defined the term Property as being owned by the Agency; however, a portion of the Property actually had to be acquired by the Department from Trustees of the Internal Improvement Trust Fund first, with the intention of the same being transferred ("TIITF Easement") to the Agency upon completion of the FIN construction, the TIITF Easement is identified in attached **Exhibit "B"**; and

7. The TIITF Easement was neither properly identified nor was a means of conveyance of the TIITF Easement from the Department to the Agency provided for in the Original Agreement; and

8. The sole purposes of this Amendment are to amend the Original Agreement to incorporate language establishing the Agency's financial responsibility for any items identified as Non-Participating Items, to include newly required public records language, and to provide a means by which the TIITF Easement will be transferred to the Agency; and

9. The Agency, by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, a copy of which is attached as **Exhibit "C"** and made a part of this Agreement, previously authorized its officers to execute the Original Agreement on its behalf.

10. In the event of any conflict or inconsistency between the Original Agreement and this Amendment, the provisions of this Amendment shall control; and

11. All other terms and conditions of the Original Agreement shall remain in full force and effect.

**NOW THEREFORE**, in consideration of the recitals and mutual covenants and conditions in this Amendment, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

### **1. RECITALS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Amendment.



## **2. FEDERAL NON-PARTICIPATING ITEMS**

A. The parties agree that Improvements, as defined in the Original Agreement or as may be added in the future, are only compensable via this FIN if such items are deemed to be federal participating as determined in the sole discretion of the Department, without limitation, in accordance with the CFR.

B. Any such items deemed not to be federal participating items, shall be considered Non-Participating Items and funded only at the sole expense of the Agency.

## **3. PUBLIC RECORDS**

Agency shall:

A. Contact the Department's Custodian of Public Records at (386) 758-3727; [D2prcustodian@dot.state.fl.us](mailto:D2prcustodian@dot.state.fl.us); and Public Records Custodian, 1109 South Marion Avenue, MS 2009, Lake City, Florida 32025, if Agency has any questions regarding the application of Chapter 119, Florida Statutes, and Agency's duty to provide public records relating to this Agreement.

B. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

C. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

E. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant, as the case may be, or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the

Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

F. Failure by Agency to act in accordance with the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

## **4. TIITF EASEMENT**

A. The Department acquired certain real property, known as the TIITF Easement and identified in **Exhibit B**, from the Trustees of the Internal Improvement Trust Fund with the sole intent of transferring the same to the Agency upon completion of construction.

B. Upon completion of construction, the Agency agrees to make every good faith effort to cause the TIITF Easement and all Improvements contained therein to be transferred or assigned from the Department to the Agency by the TIITF.



C. Upon conveyance of the TIITF Easement to the Agency, the Agency agrees that it shall own, operate, maintain and repair the TIITF Easement and any Improvements therein at its sole cost and expense, in accordance with the Original Agreement.

D. In the event the TIITF Easement is unable to be transferred to the Agency and remains with the Department, the Agency agrees that it will perpetually operate, maintain, and repair the same and enter into and execute the Department's standard on-system agreement for maintenance responsibilities as soon as practicable in the event the TIITF decision is not to convey the TIITF Easement from the Department to the Agency.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties execute this Addendum consisting of seventeen (17) pages.

**Florida Department of Transportation**

**Attest:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

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

Office of the General Counsel  
Florida Department of Transportation

**TAYLOR COUNTY**

**Attest:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

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

Legal Counsel



**Exhibit A**  
**Original Executed Construction & Maintenance Agreement**



Financial Project Id. No. 415248-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement of the CR 361 / Fish Creek Bridge # 380068 from BMP 13.417 to EMP 13.421

Off System Department Construct Agency Maintain

2/2/16  
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in  
PSEE

### **CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement")** is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County ("Agency").

#### **-RECITALS-**

1. The term "Property" shall refer to certain real property located in Taylor County, Florida, owned by the Agency and more particularly described as the bridge replacement of the CR 361 / Fish Creek Bridge #380068 from BMP 13.417 to EMP 13.421, as shown in attached Exhibit "A"; and
2. The term "Improvement" means and shall refer to bridge replacement, as more particularly shown in attached Exhibit "A"; and
3. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
4. The Department shall construct the Improvement on the Property; and
5. A date for the commencement of construction of the Improvement has not been established; and
6. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and
7. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and
8. By Resolution N/A dated 1/4/16, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "B".

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

#### **1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

#### **2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

#### **3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

#### **4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

#### **5. E-VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B)



Financial Project Id. No. 415248-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement of the CR 381 / Fish Creek Bridge # 380068 from BMP 13.417 to EMP 13.421

Off System Department Construct Agency Maintain

shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

#### **9. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.



#### **10. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **11. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **12. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **13. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2014).

#### **15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:



Financial Project Id. No. 415248-1-52-01  
Federal Id. No. (if applicable)  
Project Description Bridge Replacement of the CR 361 / Fish Creek Bridge # 380068 from BMP 13.417 to EMP 13.421  
Off System Department Construct Agency Maintain

Department: Florida Department of Transportation  
Attention: Janet Jones, P.E.  
Perry Maintenance  
657 Plantation Road  
Perry, Florida 32347  
850-838-5808

Agency: Taylor County Engineer  
Attention: Kenneth Dudley, P.E.  
201 E. Green Street  
Perry, Florida 32347

#### **16. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **17. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **18. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **19. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

#### **20. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

#### **21. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

#### **22. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

#### **23. ENTIRE AGREEMENT**



This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

**24. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

**25. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

**26. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**27. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**28. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**29. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

**30. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**31. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

**32. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"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



Financial Project Id. No. 415248-1-52-01

Federal Id. No. (if applicable)

Project Description Bridge Replacement of the CR 361 / Fish Creek Bridge # 380068 from BMP 13.417 to EMP 13.421

Off System Department Construct Agency Maintain

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."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of nine (9) pages.

**Florida Department of Transportation**

By: [Signature]  
Printed Name: Greg Evans  
Title: District Area Secretary  
Date: 01/22/16

**Legal Review:**

By: [Signature] 1-15-16  
Office of the General Counsel  
Florida Department of Transportation

**Taylor County**

By: [Signature]  
Printed Name: Jody De Vane  
Title: Chair, BOCC  
Date: 1-4-16

**Legal Review:**

By: [Signature]  
Legal Counsel for Agency  
Conrad C Bishop Jr

**Attest:**

By: [Signature]  
Printed Name: Lisa Lambert  
Title: Executive Secretary  
Date: Jan. 22, 2016



**Attest:**

By: [Signature]  
Printed Name: Annie Mae Murphy  
Title: Clerk to Board  
Date: 1-4-16





Financial Project Id. No. 415248-1-52-01

Federal Id. No. (if applicable)

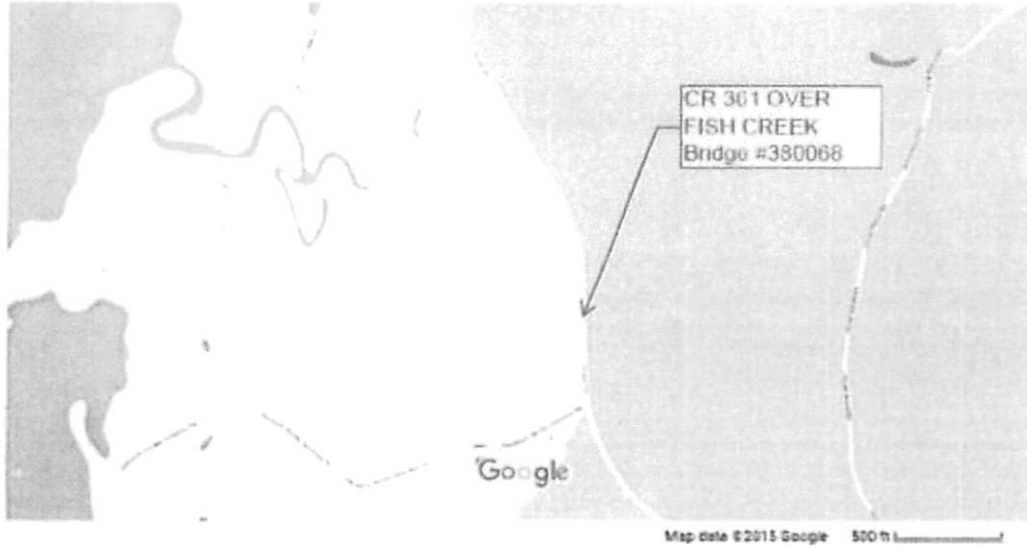
Project Description Bridge Replacement of the CR 361 / Fish Creek Bridge # 380068 from BMP 13.417 to EMP 13.421

Off System Department Construct Agency Maintain

### EXHIBIT "A"

(PROPERTY DESCRIPTION)

CR 361 over Fish Creek Bridge Replacement # 380068 from BMP 13.417 to EMP 13.421





Financial Project Id. No. 415248-1-52-01  
Federal Id. No. (if applicable) \_\_\_\_\_  
Project Description Bridge Replacement of the CR 361 / Fish Creek Bridge # 380068 from BMP 13.417 to EMP  
13.421  
Off System Department Construct Agency Maintain

**EXHIBIT "B"**  
**(RESOLUTION)**



**RESOLUTION NO. N/A**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, WHICH AUTHORIZES THE CHAIRPERSON TO EXECUTE A CONSTRUCTION AND MAINTENANCE AGREEMENT TO REPLACE CR 361 FISH CREEK BRIDGE NO. 380068.**

**WHEREAS,** The Board of County Commissioners of Taylor County, Florida have been informed that a Resolution is necessary to authorize the Chairperson to execute the Construction & Maintenance Agreement to replace CR 361 Fish Creek Bridge No. 380068, and

**WHEREAS,** the said above mentioned Agreement will allow the Florida Department of Transportation (FDOT) to replace CR 361 Fish Creek Bridge No. 380068, and

**WHEREAS,** the FDOT will use Federal funds to replace CR 361 Fish Creek Bridge No. 380068, and

**WHEREAS,** said above mentioned Agreement will require no financial. project oversight or administrative obligations on Taylor County, and

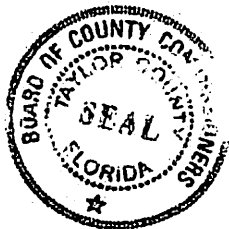
**WHEREAS,** the Board has determined that it is in the best interest of Taylor County to execute said above mentioned Agreement; and further, that FDOT's delivery of the project is a preferred method over self-administration, and

**WHEREAS,** the Board as a Local Agency believes that the FDOT can deliver the CR 361 Fish Creek Bridge No. 380068 Replacement with greater efficiency, timing and savings than self-administration.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida, hereby authorize the Chairperson to enter into the CR 361 Fish Creek Bridge No. 380068 Replacement Construction & Maintenance Agreement with FDOT.



PASSED AND ADOPTED in regular session this 4th day of January, 2016.



BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

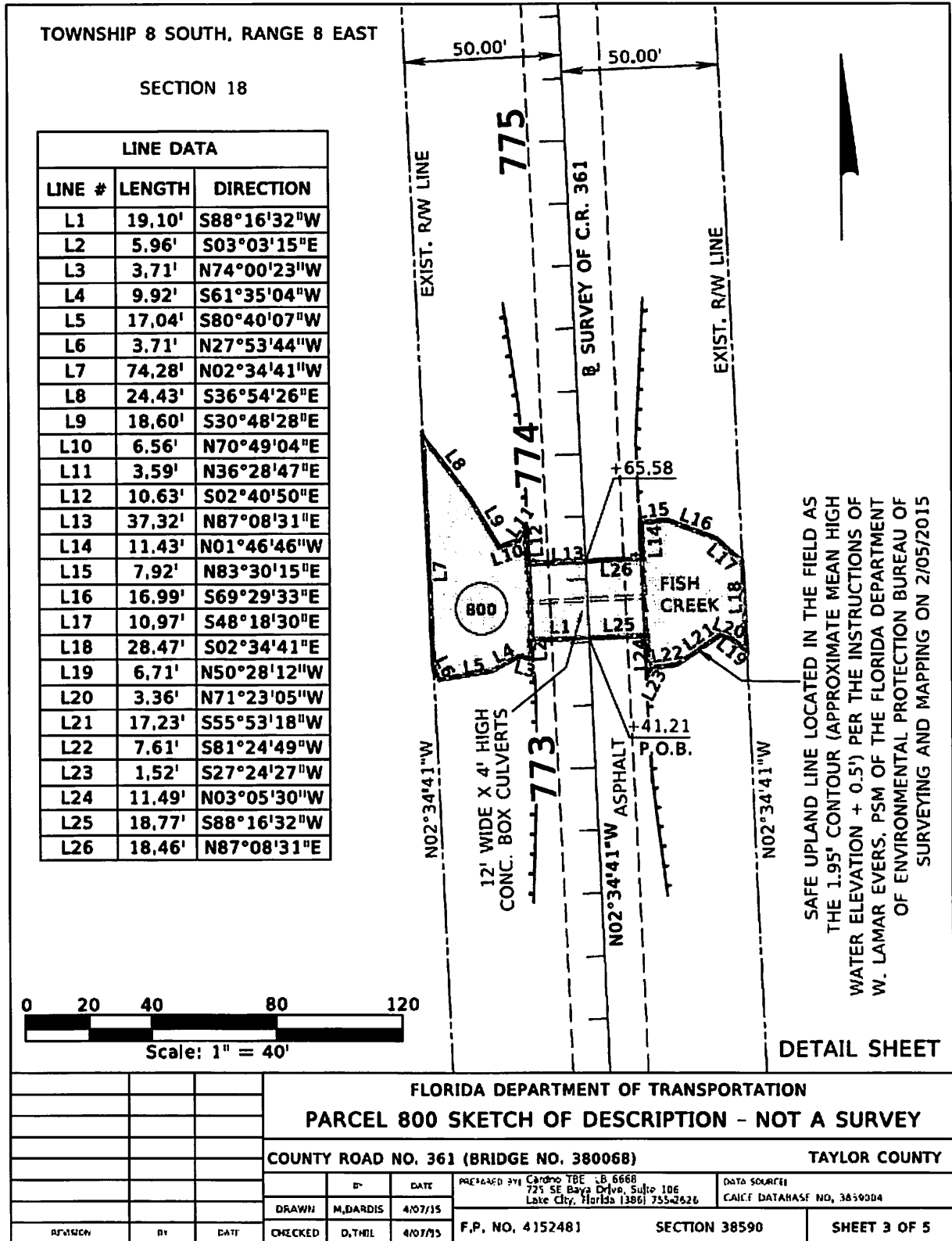
BY: [Signature]  
JOE DEVANE, Chairperson

ATTEST:

Annie Mae Murphy  
ANNIE MAE MURPHY, Clerk



# **Exhibit B** **TIITF EASEMENT**





**Exhibit C  
RESOLUTION**



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Tourism Development Council  
Dawn Taylor  
PO Box 892  
Perry, FL 32348

**MEETING DATE REQUESTED:**

March 5, 2018

**Statement of Issue:** TDC

**Recommended Action:** Appoint TDC Board Member

**Fiscal Impact:**

**Budgeted Expense:** N/A

**Submitted By:** Dawn V. Taylor

**Contact:** Dawn V. Taylor

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** None

**Options:** N/A

**Attachments:** Letter





February 10, 2018

Taylor County Board of County Commission  
Attention: Chairperson Pam Feagle  
PO Box 620  
Perry, FL 32348

Chairperson Feagle:

On behalf of the Tourism Development Council Board of Directors, with the current vacant at TDC Board position open and available, I would like to submit the following name for consideration by the board to fill this position:

- Mr. Ben Sessions - Walter B's

Thank you for your consideration of appointing this individual to serve on the TDC Board. He is the only person that submitted his name to be considered at this time. This position was advertised for the required time in the Perry News Herald and the TACO Times.

If you have any questions in regards to these individual, please contact the Tourism Development Office at 584-5366. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn Taylor", written in a cursive style.

Dawn V. Taylor  
Tourism Development Director



## LaWanda Pemberton

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**From:** Dawn Taylor <taylorchamber@fairpoint.net>  
**Sent:** Monday, February 19, 2018 11:47 AM  
**To:** LaWanda Pemberton  
**Subject:** FW: TDC Position  
**Attachments:** TDC board members 2x3 11-8-17.pdf; Untitled attachment 00461.htm

This ran in November (two editions)  
We did not meet in December.

Dawn V. Taylor, President  
Taylor County Chamber of Commerce & Tourism Development  
PO Box 892 Perry, FL 32348  
850-584-5366  
[taylorchamber@gtcom.net](mailto:taylorchamber@gtcom.net)  
[www.taylorcountychamber.com](http://www.taylorcountychamber.com)

**From:** publisher@perrynewspapers.com [mailto:publisher@perrynewspapers.com]  
**Sent:** Monday, February 19, 2018 10:50 AM  
**To:** Dawn Taylor  
**Subject:** TDC Position

Begin forwarded message:

**From:** "[ads@perrynewspapers.com](mailto:ads@perrynewspapers.com)" <[ads@perrynewspapers.com](mailto:ads@perrynewspapers.com)>  
**Subject:** Re: TDC Position  
**Date:** February 19, 2018 at 8:42:42 AM EST  
**To:** Aaron Portwood <[publisher@perrynewspapers.com](mailto:publisher@perrynewspapers.com)>

Is this the one? It is last dated 11-7-17





**The Tourism Development Council  
Is seeking a  
motel/hotel owner/manager  
to serve on the  
Tourism Development Council.**

**If interested please call the  
Chamber of Commerce office at  
(850) 584-5366 and ask for Dawn Taylor.**



- Sandy Beach – Motel/Hotel - Term Ends 12-19
- Aaron Portwood – Interested party - Term Ends 12-20
- Bob Erdman – Interested party - Term Ends 12-18
- VACANCY – Motel/Hotel (Advertising for fill)
- Jim Hunt – Hotel/Motel - Term Ends 12-19
- City Appointed – Mike Deming
- City Appointed – Alan Hall
- County Appointed – Frank Russell



12

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



REQUEST FOR THE TAYLOR COUNTY BOARD OF COMMISSIONERS TO APPOINT ROGER WESTE, MD TO THE TAYLOR WATER AND SEWER DISTRICTS COMMISSIONER BOARD.

**Meeting Date:**

MARCH 5, 2018

**Statement of Issue:** THE DISTRICT HAS 2 OPENINGS ON ITS GOVERNING BOARD. MR WESTE HAS EXPRESSED HIS INTEREST IN SERVING THE DISTRICT AS A COMMISSION BOARD MEMBER. IF APPOINTED HE WOULD BE APPOINTED TO THE POSITION VACATED BY JOEL SINGLETARY IN APRIL OF 2016. THE POSITION HAS BEEN VACANT SINCE. THE POSITION WAS ADVERTISED IN 2016. THE DISTRICT HAD NO APPLICATIONS SUBMITTED. THE DISTRICT CONTINUED TO ADVERTISE BY PLACING THE OPEN POSITION ON OUR WEB-SITE, ON TAYLOR COUNTY'S WEB SITE AND BY PLACING POSTERS ON COMMERCIAL ESTABLISHMENTS WITHIN THE DISTRICT.

THE TERM OF THIS POSITION BEGAN ON MAY 3, 2016 AND WILL END ON MAY 3, 20120.

**Recommendation:** APPROVE THE REQUEST

**Fiscal Impact:** \$ 0

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** M. DIANE C CARLTON-OFFICE MANAGER, TAYLOR COASTAL WATER AND SEWER DISTRICT

**Contact:** TAYLOR COASTAL WATER AND SEWER DISTRICT OFFICE- 850-578-3043 e-mail tcwsd@fairpoint.net

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

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**Options:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**Attachments:**

1. APPLICATION
2. COPY OF TAYLOR COUNTY FL PROPERTY APPRAISER INFORMATION VERIFYING OWNERSHIP OF PROPERTY WITHIN THE DISTRICTS BOUNDARIES



TAYLOR COASTAL WATER AND SEWER DISTRICT  
COMMISSIONER APPLICATION

NAME: Roger Wrote MD  
MAILING ADDRESS: 21567 Beach Rd  
CITY: Perry STATE: FL ZIP CODE: 32348  
HOME PHONE: 850 843 6508 (cell)

ALTERNATE PHONE: \_\_\_\_\_

EMAIL: 1

EMPLOYER: retired

JOB TITLE: \_\_\_\_\_

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 3

ARE YOU A REGISTERED VOTER IN TAYLOR COUNTY? ☒ YES ☐ NO

DO YOU OWN HOMESTEAD PROPERTY IN THE TCSWD SERVICES AREA? ☒ YES ☐ NO

EXPLAIN WHAT KNOWLEDGE OR INTEREST QUALIFIES YOU FOR CONSIDERATION FOR APPOINTMENT TO THIS BOARD.  
ATTACH ADDITIONAL SHEETS IF NEEDED.

<u>Medical Doctor with background in chemistry</u>

"I do solemnly swear or affirm that I am a registered voter with the State of Florida and that I own real property within the boundaries of the Taylor Coastal Water and Sewer District as designated in Taylor County Ordinance No. 2000-10."

Signature: 

Received by TCWSD:	Received by BCC: <u>2/9/18</u>	Action Taken:
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## Taylor County, FL

## Summary

Tax District CO Millage Rate: 16.2199  
 Site Location 21567 BEACH RD  
 Section Township Range 01-08-07  
 ParcelID 07047-050  
 Exemptions VET DISABILITY  
 Property Usage SINGLE FAMILY ELEV  
 Legal Description LEG 0000.14 ACRES - CEDAR ISLAND BAHIA UNIT - LOT 2 - SUBJ TO ESMT IN OR 601-410 - OR 724-298 HW - OR 745-779  
 (Note: Not to be used on legal documents)

## Owner

WESTE ROGER K  
 3750 YATES CREEK RD  
 PERRY FL 32348

## Land

Land Use 0102R  
 Number of Units 1  
 Unit Type LT  
 Assessed Value \$29,750

## Building Data

Building# 1  
 Actual Year Built 2006  
 Base (Heated/Cooled) Area 1590 (gross base sq ft)  
 Gross Area 5594 (total gross sq ft for all subareas)  
 Description SFR PILING  
 Occupancy SINGLE FAMILY ELEV  
 Construction Class N/A  
 Exterior Walls 100% HARDIE BOARD  
 Roof Structure 100% GABLE/HIP  
 Roof Cover 100% PAINTED METAL  
 Floor Cover 100% FLOATING FLOOR  
 Interior Walls 100% DRYWALL  
 Heating Type 100% FORCED AIR DUCTED  
 Cooling Type 100% CENTRAL  
 Frame Type  
 Ceiling Finish  
 Plumbing 2 BATHS  
 Wall Height Standard  
 Floors 0  
 Plumbing Fixtures 0  
 Avg. Rooms Per Floor

## Miscellaneous Features

Description	Year	Length	Width	Area
DRIVE-A CONC	2006	17	30	510

## Sales History

Sales Date	Type of Document	Book/Page	Amount
05-18-2016	WARRANTY DEED	745/779	\$265,000
01-01-2015	WARRANTY DEED	724/298	\$165,000
01-01-2015	QUIT-CLAIM DEED	724/296	\$100
08-01-2014	CERTIFICATE OF TITLE	717/945	\$100
04-01-2014	QUIT-CLAIM DEED	713/384	\$100
03-01-2014	QUIT-CLAIM DEED	711/922	\$100
03-01-2014	QUIT-CLAIM DEED	710/838	\$100
03-01-2014	QUIT-CLAIM DEED	710/836	\$100
03-01-2014	QUIT-CLAIM DEED	710/834	\$100
03-01-2014	QUIT-CLAIM DEED	710/832	\$100
09-01-2010	WARRANTY DEED	658/949	\$100
07-01-2005	WARRANTY DEED	553/228	\$350,000
03-01-1995	WARRANTY DEED	352/303	\$8,000





## Taylor County, FL

## Summary

Tax District	CO Millage Rate: 16.2199
Site Location	Unassigned Location RE
Section Township Range	01-08-07
ParcelID	07047-000
Exemptions	N/A
Property Usage	VACANT
Legal Description	LEG 0000.14 ACRES - CEDAR ISLAND BAHIA UNIT - LOT 1 - OR 724-299 HW - SUBJ TO ESMT IN OR 601-410 - OR 745-779

(Note: Not to be used on legal documents)

## Owner

WESTE ROGER K  
3750 YATES CREEK RD  
PERRY FL 32348

## Land

Land Use	0000V
Number of Units	1
Unit Type	LT
Assessed Value	\$29,750

## Building Data

Building #	1
Actual Year Built	0
Base (Heated/Cooled) Area	0 (gross base sq ft)
Gross Area	0 (total gross sq ft for all subareas)
Description	VACANT LAND
Occupancy	VACANT
Construction Class	N/A
Exterior Walls	
Roof Structure	
Roof Cover	
Floor Cover	
Interior Walls	
Heating Type	
Cooling Type	
Frame Type	
Ceiling Finish	
Plumbing	
Wall Height	Standard
Floors	0
Plumbing Fixtures	0
Avg. Rooms Per Floor	

## Sales History

Sales Date	Type of Document	Book/Page	Amount
05-18-2016	WARRANTY DEED	745/779	\$265,000
01-01-2015	WARRANTY DEED	724/299	\$100
01-01-2015	QUIT-CLAIM DEED	724/296	\$100
08-01-2014	CERTIFICATE OF TITLE	717/945	\$100
03-01-2014	QUIT-CLAIM DEED	710/832	\$100
03-01-2014	QUIT-CLAIM DEED	711/922	\$100
03-01-2014	QUIT-CLAIM DEED	710/838	\$100
03-01-2014	QUIT-CLAIM DEED	710/836	\$100
03-01-2014	QUIT-CLAIM DEED	710/834	\$100
01-01-1900		0/0	\$0





Taylor County, FL

**Summary**

Tax District	CO Millage Rate: 16.2199
Site Location	3750 YATES CREEK RD
Section Township Range	04-07-07
ParcelID	06560-516
Exemptions	N/A
Property Usage	HUNTING CAMP/NON CONF
Legal Description	LEG 0001.00 ACRES - GULFVIEW SUB - LOT 54 - OR 698-320 HW OR 730-899

(Note: Not to be used on legal documents)

**Owner**

WESTE ROGER K  
3750 YATES CREEK RD  
PERRY FL 32348

**Land**

Land Use	0115R
Number of Units	1
Unit Type	LT
Assessed Value	\$10,400

**Building Data**

Building #	1
Actual Year Built	2015
Base (Heated/Cooled) Area	288 (gross base sq ft)
Gross Area	288 (total gross sq ft for all subareas)
Description	NON CONFORMING
Occupancy	HUNTING CAMP/NON CONF
Construction Class	
Exterior Walls	100% T-111
Roof Structure	100% GABLE/HIP
Roof Cover	100% PAINTED METAL
Floor Cover	100% 20% VINYL, 80% CARPET
Interior Walls	100% DRYWALL
Heating Type	100% CONVECTION
Cooling Type	100% WINDOW UNIT
Frame Type	
Ceiling Finish	
Plumbing	1 BATH
Wall Height	Standard
Floors	0
Plumbing Fixtures	0
Avg. Rooms Per Floor	

**Miscellaneous Features**

Description	Year	Length	Width	Area
POWER POLE	2015	0	0	1
DU-3-A GOOD	2000	8	12	96

**Sales History**

Sales Date	Type of Document	Book/Page	Amount
07-01-2015	WARRANTY DEED	730/899	\$14,000
05-01-2013	WARRANTY DEED	698/320	\$12,500
04-01-2005	QUIT-CLAIM DEED	546/79	\$0
11-01-2003	QUIT-CLAIM DEED	516/137	\$0
01-01-1988	WARRANTY DEED	241/61	\$6,500



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF A PROCLAMATION DECLARING APRIL AS WATER CONSERVATION MONTH IN TAYLOR COUNTY, AS REQUESTED BY THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT.

**MEETING DATE REQUESTED:**

MARCH 5, 2018

**Statement of Issue:**

**2018 MARKS THE 20-YEAR ANNIVERSARY SINCE APRIL WAS FIRST ESTABLISHED AS WATER CONSERVATION MONTH IN FLORIDA. THIS PROCLAMATION PROVIDES AN OPPORTUNITY TO INCREASE PUBLIC AWARENESS ABOUT THE IMPORTANCE OF WATER CONSERVATION THUS PROTECTING AND PRESERVING OUR STATE AND LOCAL WATER RESOURCES.**

**Recommended Action:**

APPROVE THE PROCLAMATION

**Fiscal Impact:**

N/A

**Budgeted Expense:**

**Submitted By:**

COUNTY ADMINISTRATOR, TED LAKEY

**Contact:**

838-3500 X7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

PROCLAMATION



## **Proclamation**

### **Taylor County, Florida**

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, The State of Florida, Water Management Districts and Taylor County are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, Taylor County and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS**, Taylor County has always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE**, be it resolved that by the Board of County Commissioners in Taylor County, Florida, this 5<sup>th</sup> day of March, 2018, that we do hereby the month of April, 2018 as

### **Water Conservation Month**

Taylor County, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

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Pam Feagle, Chair, District Four  
Board of County Commissioners

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Malcolm V. Page, District One  
Board of County Commissioners

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Jim Moody, District Two  
Board of County Commissioners

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Thomas Demps, District Five  
Board of County Commissioners

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Annie Mae Murphy  
Clerk of Courts



# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

## ***County Commission Agenda Item***

**SUBJECT/TITLE:**


Board to approve proposed SHIP recipients, Work Writes Up/Bid Forms, and Invitation To Bid for the demolition and reconstruction of one (1) home and the rehabilitation of two (2) homes.

**MEETING DATE REQUESTED:**

March 5, 2017

**Statement of Issue:** Board to approve the below listed individuals who are qualified and their homes are eligible to receive assistance through the SHIP Program.

**Demolition and New Construction**

**Samuel R. Holden , 3799 McLean Street, Greenville**

**Rehabilitation**

**Frankie D. Edwards, 109 W. Armstrong Street, Perry**  
**Joseph Gillyard, 211 W. Folsom Street, Perry**

**Recommended Action:** Approve proposed SHIP recipients, Work Write Up/Bid Forms, and Invitation To Bid

**Fiscal Impact:** Not applicable. The projects are 100% funded through the SHIP Program

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The proposed recipients and their home have been qualified for demolition and new construction or rehabilitation through the SHIP Program.

**Attachments:** Proposed recipient Work Write-Up/ Bid Forms and Invitation To Bid





**\*\*The bid committee will be Jay Moseley with Government Services Group,  
LaWanda Pemberton, Jami Boothby, and Melody Cox.**



## **PUBLIC NOTICE**

### **INVITATION TO BID**

#### **Housing Rehabilitation State Housing Initiatives Partnership Program (SHIP)**

Taylor County Board of County Commissioners invites interested residential contractors to submit bids for the replacement of one (1) single family home and the rehabilitation of two (2) homes in the SHIP program.

**SEALED Bids (Please submit one original and two copies) are to be submitted on or before March 30, 2018 at 4:00 PM to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be identified as SHIP 2018 ITB-001.**

Hand Delivery:           Annie Mae Murphy  
Fed – X or UPS           Clerk of the Court  
                                  108 North Jefferson Street, Suite 102  
                                  Perry, FL. 32347

Mail Delivery:           Annie Mae Murphy  
                                  Clerk of the Court  
                                  108 North Jefferson Street, Suite 102  
                                  Perry, FL. 32347

A Public Opening of the Bids is scheduled for April 2, 2018 at 6:00 PM at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

A **MANDATORY** meeting to provide contractor orientation materials and visit the scheduled project will be held on March 12, 2018 at 10:30 am, located at 401 Industrial Drive, Perry, 32348. The meeting will take place in the airport terminal conference room. You must attend this meeting to receive the bid documents and attend the review of the project. The visit to the projects will immediately follow the orientation meeting.

For contractors that have not been pre-approved, you may obtain a contractor application package by calling Government Services Group, Inc. at (352) 381-1975. Please bring your completed application package to the mandatory meeting on March 12, 2018.

WBE/MBE/DBE Firms are encouraged to participate. Taylor County is an Equal Opportunity Employer.

The Taylor County Board of Commissioners reserves the right to accept or reject any and/or all bids in the best interest of Taylor County.

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**  
Pam Feagle, Chair



**TAYLOR COUNTY  
HOUSING REHABILITATION PROGRAM  
WORK WRITE-UP/BID FORM**

**Owner:** Samuel R. Holden

**Address:** 3799 McLean Street - Greenville, FL

**Mailing Address:** Same

**Phone #:** 850-584-6711

**Alternate:**

**Parcel #** 01826-200

**Inspected By:** Jay Moseley

**Date:** 2-16-2018

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.  
This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials and clean-up of job site for the construction of the new house.	All	
002	SITWORK	Provide mandatory boundary, site survey and plan. Preparation of site for new construction shall include 24 inches of fill dirt for bidding purposes, any additional fill will be addressed through a change order, grading, compacting, and testing necessary for this house including handicap accessible concrete ramp and parking apron. Sod is to be installed from the exterior of the home out to 20 feet unless more is required by current code. If driveways and curb cuts are required by code, they shall be installed at no additional cost. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	Site built home shall consist of the following: Minimum 1000 sq. ft. 2-bedroom, 1 bath, and kitchen – living room combination. Materials shall be slab on grade, wood frame with Hardie Plank siding, and shingled hip roof with aluminum vented soffits and roof vents. All plans and permitting shall be the responsibility of the contractor. Any impact fees required due to the increased size of the unit are	All	

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Co-Owners Signature

\_\_\_\_\_  
Contractor's Signature

Taylor County SHIP WWU Bid form



		<p>also the responsibility of the contractor.</p> <p>Plans shall include a 20' X 14' parking pad with wheelchair ramp to front door.</p> <p>Exterior shall be painted with one main color and one trim color.</p>		
004	ELECTRICAL, APPLIANCES, AND HVAC	<p>Minimum 200-amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</p> <p>New 4 burner electric stove, new electric water heater, range hood, all <i>Energy Star Rated</i> electrical fixtures, switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star Rated</i> refrigerator.</p> <p>HVAC system shall be new central electric <i>minimum 15 SEER, Energy Star Rated</i> heating and air conditioning system with service to all habitable rooms. Include all ductwork, air handler closet, piping, electrical and other items necessary for a complete system.</p>	All	
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new vinyl or carpet (Homeowner Choice) in living room, bedrooms, and hall, and vinyl flooring in kitchen and bathroom. All walls and ceilings to be painted one color.</p> <p>Insulate walls to minimum R-11, and ceilings to R-30.</p> <p>Include all handicap accessible interior and exterior doors, screen doors, and closet doors necessary. Exterior doors shall be <i>Energy Star Rated</i> and include deadbolts, keyed alike.</p>	All	
006	SEPTIC SYSTEM	<p>Provide pump out and pump report for existing septic system. If existing system cannot be used, a new system will be installed by change order using pricing as needed from alternate bid items.</p>	All	
007	PLUMBING	<p>New plumbing fixtures shall include toilet with grab bars, walk in shower with built in seat (tile construction or pre-fabricated unit – homeowner to select type) and three grab bars (homeowner to select location), bathroom vanity and kitchen sink. Install washer and dryer hook-ups in enclosed space sized for full size washer and dryer with louvered</p>	All	

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County SHIP WWU Bid form



		doors and utility shelving, and 2 exterior hose bibs. Install <i>Energy Star Rated</i> electric water heater. Connect to existing well – have well checked for function and pressure.		
008	WINDOWS	Windows shall be <i>double pane Energy Star Rated</i> . Number, size, and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.	All	
009	CABINETS	Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom with light above mirror.	Kitchen/ Bathroom	
010	MISC.	Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower rod, and minimum 5' X 5' concrete pad at rear exterior entrance. Install 911 addressing as required.	Various	

TOTAL SITE BUILT BID \$ \_\_\_\_\_

Spell out like Check: \_\_\_\_\_

**ALTERNATE BID ITEMS (Please provide unit prices)**

- (A) Price for standard septic tank and standard drainfield \_\_\_\_\_
- (B) Price for lift station tank, pump and electrical \_\_\_\_\_
- (C) Price for excavation and discarding of unsuitable soil (per ft.) \_\_\_\_\_
- (D) Price for elevated drainfield per foot of fill \_\_\_\_\_
- (E) Price for 4"well, tank and pump \_\_\_\_\_

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Co-Owners Signature

\_\_\_\_\_  
Contractor's Signature

Taylor County SHIP WWU Bid form



**THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID**

All work to be performed in a workman-like manner, in accordance with the Housing Program Specifications, State/local codes, Section 8 minimum housing standards and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein.

All items must be cost itemized in the space provided, each page of the Work Write-Up, signed by the contractor and received before deadline or the bid will be rejected. Each contractor can submit only one bid per house. Include a copy of your insurances with each bid.

Contractor will have 10 days from contract signing to apply for permits. The Notice to Proceed will be issued after permits are received. Work must be completed and approved within 150 days of the issuance of the Notice to Proceed. This house is to be vacant for 150 days. If you cannot fulfill the time requirements of the project, please do not submit a Bid.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the Taylor County Housing program. I also agree that change orders above the original contract amount shall only be paid for with Housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

Contractor's Signature: \_\_\_\_\_

Contractor's Name (Print): \_\_\_\_\_

Company Name (Print) \_\_\_\_\_

Contractor's Full Address: \_\_\_\_\_

Contractor's Phone Number: \_\_\_\_\_

Contractor's Fax Number: \_\_\_\_\_

Contractor's License Number(s): \_\_\_\_\_

Contractor's E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Co-Owners Signature

\_\_\_\_\_  
Contractor's Signature



**TAYLOR COUNTY  
HOUSING REHABILITATION PROGRAM  
WORK WRITE-UP/BID FORM**

**Owner:** Frankie D. Edwards

**Address:** 109 W. Armstrong St. – Perry, FL

**Mailing Address:** Same

**Phone #:** 850-584-  
7354

**Alternate Phone #:**

**Parcel #** 05321-  
000

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Roof	Replace shingles, including all deteriorated roof decking and support members.	Roof	
002	Large Tree	Remove large tree endangering house.	Back Yard	
003	Plumbing	Replace bathtub and tile surround with new tile walk in shower with built in seat. Replace toilet with new Handicap toilet. Install 3 grab bars in bathroom at locations selected by homeowner. Replace kitchen sink, and bathroom sink/vanity.	Various	
004	Electrical	Install GFIC protected receptacles in kitchen, bathroom and exterior. Install smoke detectors in hallways and bedrooms, hardwired in sequence with battery backup.	Various	
005	HVAC	Replace existing system with new electric HVAC system with service to all habitable rooms – except for front entryway and rear addition. Include all ductwork in attic, piping, electrical, return air vent, and registers for a complete new system. Air	All	

Owner Signature \_\_\_\_\_

Co-Owner Signature \_\_\_\_\_

Contractor's Signature \_\_\_\_\_



		handler to be installed inside at location agreed upon by homeowner. System must be Energy Star rated, minimum 15 SEER system.		
006	Window	Replace broken front window.	Front	
007	Cabinets	Replace base kitchen cabinets with same footage, including new countertops. Existing island and upper cabinets to remain.	Kitchen	

**TOTAL BID** > > > > > > > > > > > > > > > > \_\_\_\_\_

Owner Signature \_\_\_\_\_

Co-Owner Signature \_\_\_\_\_

Contractor's Signature \_\_\_\_\_



THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. **All items must be cost itemized in the space provided or the bid will be rejected.** Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be   X   occupied;            vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name

Contractor's Name (Print Name)

Contractor's Signature

Contractor's Address

Contractor's License #

Contractor's Phone Number

Contractor's E-Mail Address

Owner Signature

Co-Owner Signature

Contractor's Signature



**TAYLOR COUNTY  
HOUSING REHABILITATION PROGRAM  
WORK WRITE-UP/BID FORM**

**Owner:** Joseph Gillyard

**Address:** 211 W. Folsom Street – Perry, FL

**Mailing Address:** Same

**Phone #:** 850-838-  
1550

**Alternate Phone #:** 850-838-  
9289

**Parcel #** 05720-  
000

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.
---

Item #	System	Description of Work	Location	Price
001	Roof	Replace shingles, including all deteriorated roof decking and support members. Repair any deteriorated soffit and fascia. Paint to match existing.	Roof	
002	Electrical	Install GFIC protected receptacles in kitchen, bathrooms and exterior. Install smoke detectors in hallways and bedrooms, hardwired in sequence with battery backup.	Various	
003	HVAC	Replace existing system with new Gas HVAC system with service to all habitable rooms. Include all ductwork, piping, electrical, return air vent, and registers for a complete new system. System must be Energy Star rated, minimum 15 SEER system.	All	
004	Insulation	Insulate attic to minimum R-30.	Attic	
005	Windows	Replace all windows.	All	
006	Columns	Replace porch/carport columns with new	Porch/Carport	

Owner Signature \_\_\_\_\_

Co-Owner Signature \_\_\_\_\_

Contractor's Signature \_\_\_\_\_



		PT wood 4" X 4" columns.		
--	--	--------------------------	--	--

**TOTAL BID** > > > > > > > > > > > > > > > \_\_\_\_\_

Owner Signature

\_\_\_\_\_

Co-Owner Signature

\_\_\_\_\_

Contractor's Signature

\_\_\_\_\_



**THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID**

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Company Name \_\_\_\_\_  
Contractor's Name (Print Name) \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_  
Contractor's Address \_\_\_\_\_  
Contractor's License # \_\_\_\_\_  
Contractor's Phone Number \_\_\_\_\_  
Contractor's E-Mail Address \_\_\_\_\_

Owner Signature \_\_\_\_\_  
Co-Owner Signature \_\_\_\_\_  
Contractor's Signature \_\_\_\_\_



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve the Request For Qualifications (RFQ) for Grant Writing And Program Administration Services for RESTORE Act and other applicable grants associated with the completion of canal dredging projects as approved and outlined in the County's Multi Year Implementation Plan (MYIP) which has been submitted for approval to the U. S. Department of Treasury.

**MEETING DATE REQUESTED:**

March 5, 2018

**Statement of Issue:** Board to review and approve RFQ to receive statements of qualifications to assist the County with grant writing services and the administration of RESTORE Act funding. If the Board approves the RFQ, the statements of qualification will be received and opened by the Board at the April 17, 2018 at 9:00 a.m.

**Recommended Action:** Approve RFQ and move forward with advertising and receiving statements of qualifications.

**Fiscal Impact:** The professional services for the MYIP would be funded 100% with RESTORE Act funds.

**Budgeted Expense:** Y/N Not Applicable- see above item.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County has submitted the MYIP to the U. S. Department of Treasury for approval and when approved, the County will be able to move forward immediately with writing the grant for Phase 1 of the canal dredging as previously approved by the Board. Having a firm under contract, experienced with Restore Act and U. S. Department of Treasury grants and funding will streamline the process and enable staff to continue to work on other projects currently underway or pending.

**Attachments:** Request For Qualifications For Restore Act Grant Writing Consultant And Program Administration Services





# **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

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

TED LAKEY, 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

## **REQUEST FOR QUALIFICATIONS FOR RESTORE ACT GRANT WRITING CONSULTANT AND PROGRAM ADMINISTRATION SERVICES**

Taylor County hereby requests and invites qualified individuals and or firms to submit statements of qualifications and proposals in response to advertised RFQ to participate in a competitive process in which Taylor County will select a RESTORE Act Grant Consultant.

Determination of consultant qualifications will be through a selection process and will be based on the consultant's proposal which is to be completed and submitted in accordance with the RFQ specifications and firm's ability to provide the services outlined in the specifications. The RFQ seeks consultant services and technical assistance associated with general guidance and support to Taylor County staff and to advise the Board of Commissioners and staff regarding the various grant programs and processes related to the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economics of the Gulf Coast (RESTORE) Act of 2012. The County, at its sole discretion, intends to award a contract to the party deemed to offer the best qualifications specific to Taylor County, and the County deems best to assist in preparation and the administration of grants related to the RESTORE Act and meet the United States Treasury regulations and compliance requirements.

### **SECTION 1 INTRODUCTION**

Taylor County requires the services of an individual and/or firm to provide consultant services associated with grant writing, grant administration, technical support, and program and post-grant requirements of Federal, State, Non-profit, and other applicable sources of funding on behalf of Taylor County for projects the County has selected to complete in full or in part with RESTORE Act funds. The qualified individual and/or firm must be able to identify possible grant opportunities for RESTORE Act Projects as approved in the Multi Year Implementation Plan (MYIP), coordinate with County staff the assimilation and compilation of information and data required to put forth a concise and complete grant application, prepare the grant application, respond to questions and/or requests from the grant making organization and monitor on behalf of Taylor County the progression of the submitted application until such time the application is awarded or denied. The selected individual and/or firm will be required to abide by all applicable federal, state and local laws and ordinances which may be required in the conduct of performing such services.

### **SECTION 2 SCOPE OF WORK AND SERVICES TO BE PROVIDED BY CONSULTANT**

- A. Taylor County recognizes that obtaining grant funding is a critical and important function in leveraging local funding sources to ensure proposed Restore Act Projects have sufficient



funding to complete. The County is seeking an experienced professional grant writer(s) and/or firm to work closely with the County Administrator, County Grants Department, and other applicable departments, to provide grant assistance including, but not limited to: identify possible grant opportunities (i.e. Federal, State, Non-profit, etc.); coordinate with County staff to assimilate and compile information and data required to put forth a concise and complete grant application; conduct any required environmental review(s); coordinate with funding agencies where appropriate; respond to questions and/or requests from the grant making organization(s); monitor, develop and administer agency contract(s); request, track and manage program funds in compliance with program guidelines; develop required public records; and prepare and assist with agency audits on behalf of Taylor County.

- B.** The selected firm will provide general program guidance, grant writing and application services, administration, monitoring and support to Taylor County staff and Board of Commissioners. Mandatory tasks shall include research of all current and available grant programs, examination of Taylor County's applicability and eligibility, development, grant application and monitoring of Taylor County's various RESTORE Act Grant applications that seek and secure requested funding from the Gulf Coast Ecosystem Restoration Trust Fund (Trust Fund) under the RESTORE Act.

The selected firm will work under the direction of the County Administrator and the County Grants Department, which serves as the Taylor County Restore Coordinator and advise the Commission and staff to facilitate tasks and best management practices in grant writing, application and monitoring for these grant programs and projects. The selected firm will ensure consistency between all deliverables including, but not limited to, grant applications and agree to meet all conditions required by the RESTORE Act (31 CFR 34), U.S. Treasury, audit regulations and County regulations and policies. In addition, the firm must demonstrate fluency and understanding of relevant federal, state and local laws and ordinances required for grant project implementation including, but not limited to US Department of Treasury Regulations (audit requirements and rules and regulations related to the Gulf Coast Restoration Trust Fund which was established in the Treasury of the United States by the RESTORE Act).

The selected firm must demonstrate expertise in grant management and grant-making processes. Applicants must demonstrate extensive knowledge of local environmental and economic factors which impact Taylor County.

Upon contracting with Taylor County, the selected firm shall be required to perform tasks with grant writing assistance and administration of the Restore Act Grant applications with Taylor County staff and officials and its strict compliance with the RESTORE Act ("Act") guidelines (31 CFR 34) and final U.S. Department of Treasury Regulations ("Rule"); and those tasks include but are not limited to:

- Provide support to Taylor County in its development, writing, application, pre and post monitoring of the Taylor County grants associated with the RESTORE Act,
- Investigate all grant funding sources available under the RESTORE Act for proposed projects, as well as, available leveraging opportunities not provided by the RESTORE Act to ensure selected projects have sufficient funding. The selected firm must demonstrate in-depth knowledge of all components available for funding under the Act,



- Regularly report on progress, provide updates to County Administrator and Grants Staff/RESTORE Act Coordinator and other applicable staff as requested, provide presentations and materials to County as requested,
- Represent Taylor County and interact with federal, state, local and public entities on issues pertaining to RESTORE activities, programs and processes, as directed by the County,
- Travel to Taylor County, when necessary, to meet with the Board and County staff for the development review, and implementation of RESTORE Act related issues,
- Request such other RESTORE-related assistance as deemed necessary by the County.

### **Grant Writing Tasks**

- Registration with grantsolutions.gov
- Preparation of Federal forms including:
  - SF-424, Cover Sheet
  - SF-424A OR SF-424C Budget Form
  - SF-424D, Assurances
  - Direct Component Financial Assistance application template
  - Restore Act Direct Component Applicant Certifications template
  - SF-LLL (Lobbying)
- Development of application narratives including:
  - Project Narrative
    - Activity name and number from Multiyear Implementation Plan (MYIP)
    - Detailed description of proposed activity, funding sources, tasks, and timeframes
    - Best available science
  - Detailed budget justification including how costs are determined, cost justification, and allocable
- Development of Attachments including:
  - Direct Component Activity Milestones Report
  - Environmental Checklist
  - Direct Component Activity Status of Performance Report template
  - Indirect Cost Rate Agreement of election to use the de minimis rate if applicable
  - Map of project area
  - FEMA floodplain map of area
  - Proposed Estimated Useful Life for infrastructure statement and method used
  - Site control documents
- Submission of grant application through grantsolutions.gov
- Application revisions as requested by Treasury staff
- Assist with execution of grant agreement if so needed

### **Grant Administration Tasks**

- Ensure compliance with County procedures and policies, including but not limited to, the Grants Administration Handbook and 2CFR 200 Subpart E Cost Principles, 200.317-326 Procurement Policies and Contract Provisions and 200.302 and 200.305 Financial Manager
- Financial Controls which include Invoice Review, Payments, Disbursement of Funds and Program Income



- Reporting which includes Financial Reporting (including SF-425), Programmatic Performance Reporting (including SF-PPR), Federal Compliance Reporting (Section 3, Davis Bacon, MBE, etc.), Subrecipient Reporting, and Closeout Reporting
- Assist with record keeping to include Access to Records and Record Retention
- Assist with procurement which will include pre-award and post award assistance to County to ensure local, state, and federal compliance standards are adhered to
- Preparation of Amendments/Modification to Grant Award, including but not limited to, timelines, adjustments to the scope of work, and budget changes
- Project Closeout and Final Reporting

### **SECTION 3     SUBMITTAL INFORMATION**

**A. Eight (8) copies** of the Statement of Qualifications must be submitted by mail or hand-delivered to **Taylor County Clerk of Courts at 108 N. Jefferson Street (P.O. Box 620), Perry, Florida 32347**. Submittals must be received no later than **4:00 p.m. EDT (local time) on Friday, April 13, 2018**. Submittals must be sealed and clearly marked on the outside “Restore Act Grant Writing Consultant and Program Administration Services”. Submittals not clearly marked on the outside will be rejected. The firms name and address must also be clearly marked on the outside of the envelope. **The RFQ’s will be opened at the regularly scheduled Board of County Commissioners meeting on Tuesday, April 17, 2018 at 9:00 a.m.**

Questions regarding this RFQ should be addressed in writing at least ten (10) days prior to the specified submittal date to:

Ms. Melody Cox  
Grants Director  
401 Industrial Park Drive  
Perry, FL 32348  
(850) 838-3553 or at [melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)

If there are any corrections, or any ambiguity, inconsistency, errors or clarification of an interpretation, it will be issued as addenda. Addenda’s will be posted at [www.taylorcountygov.com](http://www.taylorcountygov.com) a minimum of seven (7) days prior to the submittal deadline. County will not be responsible for any oral clarifications. No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with County employees prior to the opening of the qualifications. Only those communications which are in writing from the County may be considered as a duly authorized expression on behalf of the Board of Commissioners.

No response will be considered unless received on or before the date and time listed above. The delivery of the response to the County prior to the deadline is solely and strictly the responsibility of the responder. **Submittals received after the closing time will be returned unopened to sender.**

It is the responsibility of each responder to examine this RFQ carefully and to judge all of the circumstances and conditions which may affect its response to ensure that their response clearly and directly responds to each of the requirements listed. Any data furnished by the County is for informational purposed only. Responses submitted early by responders may be withdrawn or modified prior to the response deadline. Such requests must be in writing. Modifications received after the response deadline may or may not be considered.



The County reserves the right to request any supplementary information and/or clarification of information it deems necessary in order to effectively evaluate the responder's experience, qualifications, or substantiate any information contained in the responder's response.

**B. Drug Free Workplace**

**Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below will be complied with and will be incorporated as terms of a Restore Act Grant Writing Consultant and Program Administration Services entered with Taylor County:

**287.087. Preference to business with drug-free workplace programs:**

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the products or contractual services that are under proposal a copy of statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED IN THE PROPOSAL.**



**C. Public Entity Crimes**

**287.133. Public entity crime; denial or revocation of the right to transact business with public entities:**

(2)(a) A person or affiliate who has been placed in the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. 287.134. Discrimination; denial or revocation of the right to transact business with public entities:**

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

**E. Insurance**

1. Professional Liability Insurance: Policy in the amount of \$1,000,000 per claim for consultant services.
2. Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
3. Commercial General Liability: Occurrence Form Required: (Consultant) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL Insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
4. Commercial Automobile Liability Insurance: (Consultant) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto



(including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

5. Special Requirements/Evidence of Insurance:

- a. A copy of the Consultant's current certificate of insurance MUST be provided with the response to this RFQ. A formal certificate shall be provided upon announcement that a Consultant has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

1. "Taylor County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as "Additional Insured" on all policies except Worker's Compensation.

**F. Submittal Requirements**

Proposals shall be limited to not more than fifty (50) single-sided pages, excluding the table of contents, Drug Free Workplace Certification, Certificate of Insurance, and Public Entity Crimes Documents and any section dividers. The proposal shall address the following:

- **(1) Transmittal Letter:** Introduction to firm and team and other information that should be considered.
- **(2) Company Overview:** Proposer shall include a comprehensive description of the business history and number of years in operation, number of employees, when firm was established, principals of firm and any other related information. The proposer shall include any experience in Restore Act, federal and/or state grant writing and program administration consulting services, specifically in the state of Florida. Provide a statement that the firm is properly licensed to practice in the State of Florida.
- **(3) Project Manager and Project Team:** Provide a narrative describing the role and qualifications of the Project Manager/Engineer and primary point-of-contact to be assigned to the County under this role. In addition, provide the role and qualifications for each key individual staff member for this assignment. The Proposer shall provide five (5) Restore Act and federal grant experience references (contact and telephone number required) for the Project Manager and a federal grant experience reference for each key staff listed. In addition, list all supporting team members and their office locations. Provide and organization chart showing the lines of communication, authority and assigned responsibility. For each individual shown on the organization chart, identify their company affiliation and provide a summary of their respective qualifications.
- **(4) Representative Projects:** Identify and describe relevant projects that the firm has completed and the year in which they were completed. Include references for each of the projects (contact and telephone number required). Relevant project experience shall be



assignments undertaken as part of the Restore Act and the Department of Treasury. Projects involving canal dredging will also be considered relevant.

- **(5) Environmental/Permitting Experience:** Describe the firm's experience with environmental resource permits, environmental studies, permitting and mitigation. Include a list of the specific regulatory agencies with whom the firm has worked.
- **(6) Regulatory Compliance Experience:** Describe the firm's experience with regulatory compliance including but not limited to: Part 200 Code of Federal Regulations, Florida Single Audit Act requirements, Davis-Bacon Act recordkeeping, Federal Fair Labor Standard Acts, Copeland Anti-Kickback Act, and all applicable federal and state reporting and compliance standards with an emphasis on Restore Act and the Department of Treasury.
- **(7) Proof of Insurance:** Provide evidence of professional liability insurance for the primary firm, Worker's Compensation, Workers' Compensation, Commercial General Liability, and Commercial Automobile Liability Insurance as outlined in Section 3 Item D.
- **(8) Drug Free Workplace Certification:** Firm must complete and sign Drug Free Workplace Certification which is part of the RFQ package and as outlined in Section 3 Item B.
- **(9) Public Entity Crimes Statement:** Firm must complete and sign as per Section 3 Item C.
- **(10) Summary:** Provide a summary of your organization and identify unique strengths, special equipment, specialized knowledge, or other factors that you feel may be important to the selection process.

The County will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

- G. There shall be no dollar units of total costs included in the statement of qualifications.**
- H. Respondents, their agents and associated shall refrain from contacting or soliciting any County Official and that contact may be made ONLY with the individual(s) in this document for additional information and clarification.**
- I. Responding to this RFQ will in no way be construed as a commitment on the part of the County. The County reserves the right to reject any or all responses. The County is not responsible for any costs incurred during the preparation and submittal of a response to this RFQ.**
- J. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and Taylor County. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.**



- K. The County reserves the right to reject any and all submitted responses and to waive any informalities or irregularities in the submittal process which are in the best interest of the County.**
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. The successful respondents shall be required to demonstrate experience or knowledge of completing federal reporting requirements through federal agencies, such as the U.S. Department of Treasury (including SF-425 Federal Financial Report, SF-PPR Status of Performance Report and Milestones Form, and Operation Self-Assessment Form).
- N. The successful respondents shall be required to demonstrate experience in conducting monitoring of local government and sub-recipients internal controls (according to 2 CFR 200 requirements) and performance.
- O. The successful respondents shall be required to demonstrate experience in completing financial management controls both internally and through federal agencies (ex. U.S. Department of Treasury ASAP Payment System).
- P. The successful respondents shall hold harmless, indemnify, and defend the County, its commissioners, employees, representatives, and agents, against any claim, action, loss damage, injury, liability, costs and expense of whatsoever kind or nature arising out of or incidental to this work.
- Q. The successful respondents shall not be allowed to substitute project team members and or consultants named in this response without the prior written permission of the County.
- R. The successful respondent/contractor shall acknowledge and accept contract language that affirms the resulting contract will be funded exclusively by RESTORE Act federal grant awards and shall be strictly subject to those terms and conditions of any grant award(s).
- S. The successful respondent/contractor as well as all subcontractors (if permitted by Taylor County) and to be utilized by this Grant Consultant, shall be required to comply with 2 CFR 200.321 requirements for contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- T. In the event of any legal action resulting from this RFQ, the venue will be Taylor County, Florida.

#### **SECTION 4 SELECTION PROCEDURE**

A Consultant Selection Committee will be established to review and evaluate all qualification statements submitted. The evaluation of the responses to the RFQ will be made on the basis of comparative fulfillment of the above criteria. Total scoring is a mathematical summation of the criteria scores from each evaluator.



A firm may be selected from the qualifications statements, upon recommendation of the Consultant Selection Committee, or if deemed necessary, the County may short-list up to three firms for formal presentations and further consideration by the Board of Commissioners. Firms not short-listed will be notified. The format and date of the presentation will be established at the time of short-listing, if applicable.

If desired by the Consultant Selection Committee or the Board of Commissioners, the short-listed firms will make personal presentations to the Taylor County Board of Commissioners and staff. Presentations by each firm will be limited to the proposed Project Manager and Principle in Charge. Presentations may take up to 20 minutes and should focus on the firms understanding of the qualifications required to successfully assist the County with grant writing and the administration of RESTORE Act/Department of Treasury funding.

Qualification Statements will be evaluated and scored according to the following point system:

<b>Section</b>	<b>Points Possible</b>
1. Transmittal letter	5
2. Company Overview	15
3. Project Manager and Project Team	15
4. Representative Projects	20
5. Environmental/Permitting Experience	10
6. Regulatory Compliance Experience	10
7. Restore Act and Related Grant Experience	5
8. Drug Free Work Place Certification	5
9. Proof of Required Insurance	5
10. Summary	10
<b>Total Points</b>	<b>100</b>

Following final approval ranking of the firms by the County, contract negotiations will be conducted by staff with the highest ranked firm. If satisfactory negotiations with the highest ranked firm are not possible, staff will begin negotiations with the second ranked firm and continue, as such, until satisfactory negotiations are completed. **All contracts will be executed by the Taylor County Board of Commissioners.**

## **SECTION 5 ADDITIONAL CONSIDERATIONS**

- A. The County reserves the right to waive informalities or irregularities and to accept or reject any and all submittals with or without cause. The County intends to accept the proposal that, in its sole judgement, represents the best interest of the County. The County reserves the right to solicit additional engineering services for any projects, should the County deem it to be in their best interest.
- B. Respondents agree that contracts and negotiations shall be governed by the laws of the State of Florida and the venue for any legal action will be Taylor County, Florida.



- C. Any material submitted in response to this RFQ will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proponent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.
- D. No Contingency Fees: By responding to this solicitation, each Respondent warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

**Taylor County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility. Taylor County strictly enforces open and fair competition.**

End of RFQ Instructions





**DRUG FREE WORKPLACE CERTIFICATION**  
**(This form must be completed and attached to proposal)**

Preference shall be given to businesses with drug-free work place programs. In order to have a drug-free work place program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.
4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Federal I.D. Number or SSN

\_\_\_\_\_  
Printed Name



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

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

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



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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



**Request for Proposals for the Buckeye Artificial Reef Module Construction and Deployment**

**Meeting Date:**

March 5, 2018

**Statement of Issue:** Approve the Grant Proposal of the Buckeye Reef Enhancement, Construction and Deployment for \$60,000 for fiscal year 2018-2019 to be submitted to the Fish and Wildlife Conservation Commission (FWC).

**Recommendation:** Approve the submission of the Grant Proposals to FWC.

**Fiscal Impact:** \$ 60,000 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** UF Taylor County Extension

**Contact:** Clay Olson or Victor Blanco

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Several deployments of artificial reef materials have occurred off the Taylor County coastline (Buckeye reef and Steinhatchee reef). Artificial reefs increase fish habitat and populations, as well as the species diversity of important sportfish.

Taylor County has been very supportive of artificial reefs due to the positive economic and environmental returns. The Florida Fish and Wildlife Commission has previously approved this applications. We are asking the Board to approve the Grant Proposals to construct and deploy reef materials.

**Options:** 1. Approve and get the grant funds and improve Taylor County economy

2. Deny approval and

**Attachments:** 1. Proposal

2.





# FWC DIVISION OF MARINE FISHERIES MANAGEMENT

## ARTIFICIAL REEF CONSTRUCTION GRANT APPLICATION

Applicant			Project Manager		
Name of local coastal government, university, or eligible not-for-profit corporation TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS			Printed Name, Title VICTOR BLANCO		
Mailing Address 201 EAST GREEN STREET			Mailing Address 203 FOREST PARK DR.		
Physical Address, for courier service, with zip code (if different than mailing address) N/A			Physical Address, for courier service, with zip code (if different than mailing address) N/A		
City PERRY	State FL	Zip Code 32347	City PERRY	State FL	Zip Code 32348
Telephone (850 ) 838-3500	Fax ( 850 ) 838-3501		Telephone ( 850 ) 838-3508	Fax ( 850 ) 838-3546	
FEID Number 59-6000879	DUNS Number		Email address victorblancomar@ufl.edu		

I hereby certify that all information submitted with this application is true and complete to the best of my knowledge.

Signature of Applicant

Date

Printed Name and Title

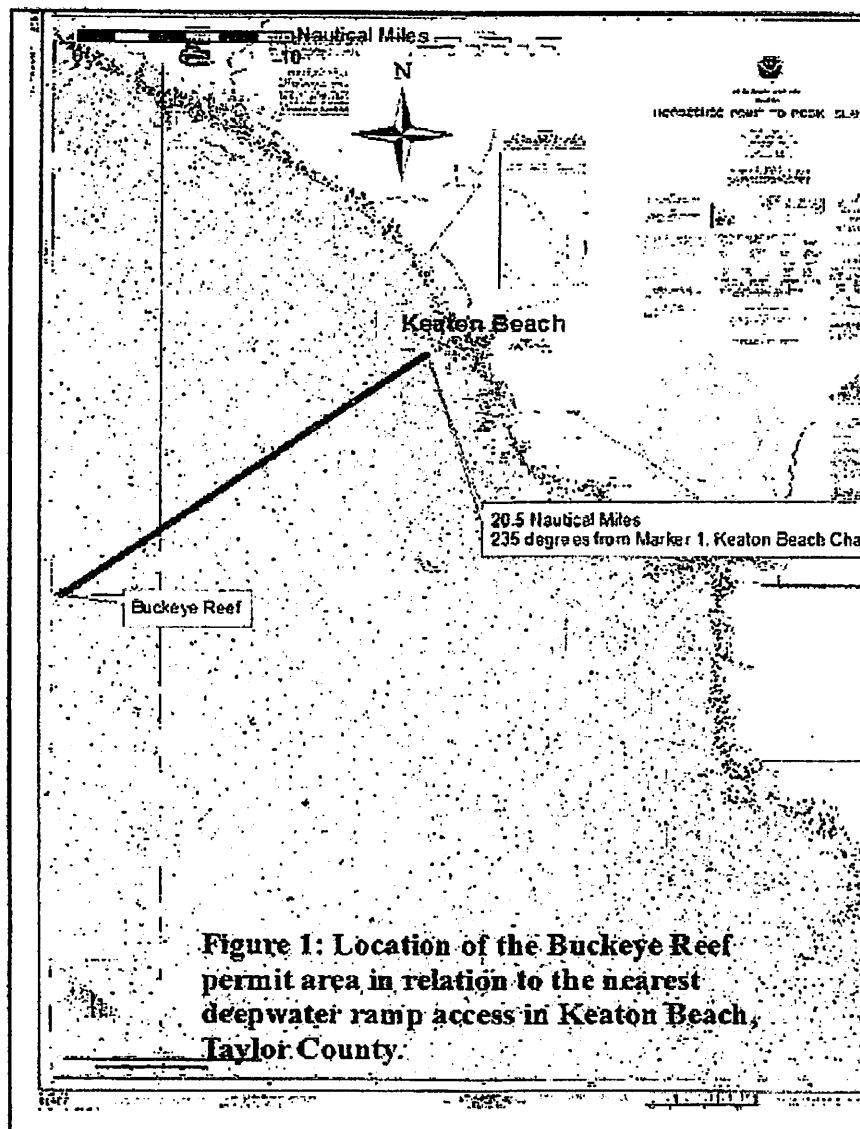
Project Description		
Name of Proposed Reef Project: <u>Buckeye Reef</u>		
Types of Material Proposed for Deployment: <u>Prefabricated Concrete Modules</u>		
Amount of Material (tons), and/or Number of Module Units Proposed for Deployment: <u>48 Units, Minimum One (1) Ton each</u>		
Proposed Coordinates LAT/LON decimal minutes: <u>29.651667 N, 83.4000 W</u>		Depth (ft.): <u>50</u>
Grant Funds Requested: <b>\$ 60,000</b>	Matching Funds (Cash Only): \$ (attach letter stating cash match amount)	Total Project Cost: <b>\$ 60,000</b>

Artificial Reef Site Permit Information (to be provided for each permitted site to be used, <i>permits must be active and valid through August 31, 2019</i> )		
Name of Permit Holder: <u>Taylor County Board of County Commissioners</u> (if different than applicant, attach a letter of authorization from the permit holder to use the site)		
Name of Permitted Site: <u>Buckeye Reef</u>		
<input type="checkbox"/> Check here if the permitted site is located in State waters		
USACOE Permit Number: <u>SAJ-1995-05915</u>	Issued: 01 / 20 / 2011	Expires: 09 / 29 / 2020
FDEP Permit Number: <u>N/A</u> (for sites located State waters)	Issued: / /	Expires: / /
<input type="checkbox"/> Check here if information for additional permitted sites is attached.		





**Taylor County Board of Commissioners**  
**Buckeye Reef Enhancement**  
**Artificial Reef Construction Grant Application**



**Submitted to:**  
**Florida Fish & Wildlife Conservation Commission**  
**Division of Marine Fisheries**  
**2018-2019 Funding Request**



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***Appendix E ~ Letters of Support***

***Appendix F ~ County Purchasing Policy***



MALCOLM PAGE  
District 1

JIM MOODY  
District 2

FRANK RUSSELL  
District 3

PAM FEAGLE  
District 4

THOMAS BEMPS  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3306 Phone  
(850) 838-3345 Fax

TED LAKEY, 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 157  
Perry, Florida 32348  
(850) 584-5113 Phone  
(850) 584-2432 Fax

February 26, 2018

Mr. Keith Mille  
Florida Fish and Wildlife Conservation Commission  
Division of Marine Fisheries, Artificial Reef Program

(by mail)  
620 South Meridian Street, Box # 4B2  
Tallahassee, Florida 32399-1600

(by courier)  
2590 Executive Center Circle East, Berkeley Building, Suite 203  
Tallahassee, Florida 32301

Dear Mr. Mille:

Please accept our application entitled, "Buckeye Reef Enhancement". This proposal will expand publicly accessible fishing and diving reefs within the large area artificial reef site (LAARS) permitted by the U.S. Army Corps of Engineers. If funded, high relief concrete reef modules will be placed in multiple locations within the Buckeye Artificial Reef site. This project is proposed with the continued in cooperation with the UF-IFAS Taylor County Extension Service.

I also wanted to thank you, your staff, and all FWC for the continued support of the Taylor County artificial reef program. We are excited about the upcoming 2018-2019 reef enhancements.

Very respectfully,

A handwritten signature in black ink, appearing to read "Victor Blanco", is written over a horizontal line.

Victor Blanco  
University of Florida-IFAS  
Taylor County Extension

Additional information may be obtained from:

Taylor County Extension Office  
203 Forest Park Dr.  
Perry, FL 32347  
(850) 838-3508



**BUCKEYE REEF ENHANCEMENT**  
**A Grant Application for Continued Construction of Public Fishing Reefs**  
**Submitted by the Taylor County Board of County Commissioners to the**  
**Florida Fish and Wildlife Conservation Commission**  
**Division of Marine Fisheries Management**  
**Artificial Reef Program**  
**March 09, 2018**

**Project Site Selection and Environmental Assessment**

**1. A general location map is attached as Figure 1 (Appendix A) at the back of this proposal.**

a. NOAA nautical chart Tampa Bay to Cape San Blas, chart number 11407, 28th edition, 2002, with the perimeter and zones of the Buckeye Reef site indicated as an authorized "Fish Heaven" artificial reef site.

b. The adjacent coastline is as depicted on the NOAA chart.

c. Bearing and distance is shown from the Keaton Beach navigation channel (Marker 1) to the center of the Buckeye Reef site.

**2. A site-specific map is attached as Figure 2 (Appendix A); if funded this proposal is will enhance publicly-known fishing reefs for which new deployment locations will be advertised via news articles, magazines and via online media (UF-IFAS *Solutions for Your Life* website and social media such as Facebook)**

a. North arrow, scale and legend are all included.

b. Name of site: Buckeye Reef

c. Dimensions of the Buckeye Reef permit area are 1 nautical mile.

d. Area encompassed of the Buckeye Reef is 1 square nautical mile.

e. Center and corner coordinates (GPS) of the Buckeye Reef are on the map.

f. Directional orientation of site is shown in relation to north arrow; a compass rose is visible in Figure 1.

g. The most recent NOAA nautical chart was used (see map legend), with no known discrepancies.

h. Within the Buckeye permit area, minimum water depth is 45 ft MLW. Maximum water depth is 51 ft MLW.

i. The corner coordinates of the Buckeye Reef are as follows:

<b>Reef Boundaries: Corner Coordinates</b>	<b>Latitude (North)</b>	<b>Longitude (West)</b>
<b>Northeast Corner</b>	29° 39.60'	83° 54.0'
<b>Southeast Corner</b>	29° 38.14'	83° 54.0'
<b>Southwest Corner</b>	29° 38.14'	83° 55.0'
<b>Northwest Corner</b>	29° 39.60'	83° 55.0'
<b>Center</b>	29° 38.87'	83° 54.5'



j. Table 1 provides a listing by reference number of the deployment date, type, amount of materials, and coordinates in latitude and longitude for the previous reef construction using FWC funding.

**Table 1: Previous material deployments with FWC Funding.**

Deploy No	Deploy Date	Materials	North	West	North (DD)	West (DD)	Depth
Buckeye Reef	06/29/1996	56 Pieces of Large Scrap Metal From Buckeye Paper Mill	29° 39.003'	83° 54.245'	29.65004442	-83.90407948	47
Buckeye Reef Addition-02	06/26/2002	25 Fh Towers + 25 Fh Modules, 13 Patch Reefs	29° 38.400'	83° 54.310'	29.63999442	-83.90516281	48
Buckeye Reef Addition-03	05/01/2003	27 Patch Reefs of 2 Towers, 2 Fh Units And 2 Juniors	29° 38.190'	83° 54.706'	29.63649442	-83.91176615	51
Buckeye Reef Addition-04	09/07/2012	21 Pieces of Large Scrap Metal From Buckeye Paper Mill	29° 39.037'	83° 54.269'	29.65062442	-83.90447615	51
Buckeye Reef Addition-13	08/28/2013	120 Concrete Cubes	29° 38.879'	83° 54.767'	29.64797775	-83.91277948	48
Buckeye Reef Addition 2015	08/28/2015	Large Pieces of Scrap Metal From Buckeye Paper Mill	29° 38.860'	83° 54.276'	29.64767342	-83.90460515	ND
Dasher Memorial Reef	08/28/2015	Replica Boat 4'x8'x3'	29° 38.601'	83° 54.795'	29.64335242	-83.91324714	ND

k. Some gradient or density of “hard bottom” is found in Buckeye site. See Appendix B for side scan imagery.

### 3. Bottom Surveys.

Specific sites were selected for the deployment of reefs by using side scan images provided by FWC. The most recent of these surveys was performed by FWC in November 2017. This survey located suitable sites for enhancement over soft sandy bottom locations at the Southeast and Southwest corners of the permitted area (Table 1).

The side scan sonar is towed behind a survey vessel and is equipped with two side-facing transducers that generate and receive sound signals. When a signal is generated it propagates through the water column and reflects off the seafloor and then back to the transducer. The intensity at which the return signal is received is interpreted into an image that is deciphered by



a trained survey technician. As the survey vessel moves through the water, a streaming image of the seafloor is generated.

There are many other areas within the permit area that have been identified as potential locations for further reef additions. **Figure 2 (Appendix A)** has proposed deployment sites indicated, which would require further study (see below). FWC had provided side scan sonar support to aid in locating sand bottom areas prior to additional SCUBA surveys (**Appendix B**).

Proposed locations are as follows (from Figure 2, Appendix A):

New Reef Deployment Site	Latitude N	Longitude W
Buckeye 2018-1	29.64058	-83.90323
Buckeye 2018-2	29.64183	-83.90419
Buckeye 2018-3	29.63959	-83.90233
Buckeye 2018-4	29.64125	-83.90211
Buckeye 2018-5	29.63787	-83.91595
Buckeye 2018-6	29.63789	-83.91438
Buckeye 2018-7	29.63914	-83.91606
Buckeye 2018-8	29.63918	-83.91445

#### **4. Environmental assessment justifying the site based upon minimum environmental impact.**

Vegetation- Overall for Florida, seagrass species are limited by light availability and color in the water depths of the Buckeye Reef (45-50'). No seagrass beds are known within the Buckeye Reef perimeter. Macro algae do occur attached to hard substrate, but hard substrate will be avoided, thereby also avoiding colonial sessile invertebrates that may be associated.

#### Sand communities

Infaunal and epifaunal soft bottom communities are sometimes overlooked when assessing environmental considerations for placement of artificial reef materials. These communities have resource value and in many ways support the productivity of the overall community structure located within them. The placement of artificial reefs in sand plain habitats will directly impact some of the benthic fauna within and on the surface of sediments, particularly for those areas directly underneath placed reef materials. Benthic predators (both vertebrates and invertebrates) will also impact these soft bottom communities out to some distance from the reef materials.

Threatened or endangered species- Endangered or threatened species (ETS) which may occur in the area include but are not limited to: smalltooth sawfish, Florida Manatee, green sea turtle, loggerhead sea turtle, leatherback sea turtle, Kemp's Ridley sea turtle, hawksbill sea turtle, and Gulf sturgeon. The proposed project may provide increased habitat availability for one prohibited species (*Epinephelus itajara*- Goliath grouper). Goliath grouper are often found on artificial structures and have been regularly observed in the project area. The project construction will have no expected impact on vulnerable, threatened or endangered species.



There may be some impact from unintended hook-and line mortality on Goliath grouper through catch and release, but is expected to be minimal.

Fisheries- Impacts to regulated fisheries species is not anticipated only through enhancement of reefs already present in the Buckeye site. The main goal of the reef construction is, however, to increase fishing and diving opportunities. One species may be of concern based on current stock assessments, gag grouper. Under current gag grouper regulations in federal jurisdiction, fish (22" minimum TL) will only be able to be harvested in July through October. At other times of the year, these reefs will serve as a habitat refuge utilized during growth, development and sexual maturation as juvenile gag move offshore from inshore nursery grounds. At these depths other fishery impacts in the region are not anticipated.

Wildlife- The installation of additional artificial reef materials is anticipated to create a benthic environment mimicking natural hard bottom areas in the region, thus enhancing and promoting benthic wildlife. Observations on the current Buckeye materials suggest that sponges, zoanthids, macro algae, octocorals, and small stony corals will colonize the new materials. This colonization will provide additional habitat for small site-attached fishes such as gobies, blennies and small seabass species. It will also be inhabited by shrimp, crabs, urchins, sea stars, brittle stars, and many groups of mollusks including gastropods, bivalves and octopus.

Water quality- The proposed project will have no effect on water quality other than slightly elevated turbidity during material deployment. Hard bottom areas will be avoided during deployment so impacts to attached invertebrate species are not anticipated.

Cultural resources- The proposed project will have no effect on existing cultural resources in the region. No known submerged historic sites (e.g., ship wrecks or paleo-indian sites) are known in the proposed area.

#### **5. Availability of other relevant prior biological or environmental data associated with the proposed reef site.**

Biological surveys in the northeastern Gulf of Mexico have included historic cruises for biological inventory (see *Memoirs of the Hourglass Cruises* published by FWC-FMRI, <http://research.myfwc.com/publications/>). These studies, although they did not perform directed sampling in the specific area where Buckeye Reef is located, do address the broader study area of the eastern Gulf of Mexico. On a more local scale, several peer-reviewed publications address reef ecology, reef fish biology and benthic habitat linkages in the Big Bend region (Posey et al., 1992, 1996, 1998; Lindberg et al., 2006). These studies resulted from research on the Suwannee Regional Reef System located south of the proposed enhancement site.



## **6. Oceanographic factors that may affect the project.**

There are no clear cut oceanographic events that will have direct effects on the project, other than short term weather events including passage of frontal systems or tropical weather systems. Cold fronts are the major forcing system affecting wind and sea conditions from approximately September-June. After the passage of cold fronts strong northerly winds may blow the water away from shore ("blow down tides"). These events are short-lived and would not normally affect the project other than causing difficulties proceeding to and from port. There are no prevailing winds or sea current patterns that produce conditions adverse to the installation, maintenance and monitoring, or longevity of the reef modules. In general, winds are more southerly in the summer and more northerly in the winter, but there are no clear "prevailing winds". Tropical weather systems (June-November) are not predictable other than peaking in formation from mid-August to mid-September.

Wind strength mainly controls wave height, regardless of the forcing factor (e.g., tropical front, winter cold front). High winds usually cause increased wave height in the region, but may be moderated by the fetch in particular locations for winds "offshore" or coming off land. Seas subside quickly after such events due to the aforementioned lack of prevailing sustained air currents, and friction from the broad, shallow continental shelf.

In this region of the Gulf of Mexico, water currents involve a strong tidal component, which in this area follows the bathymetric profile (decreasing depth from SW to NE). Although circulation rings may spin off the Gulf Loop Current, there are no prevailing hydrological currents close to shore that influence this region. Because the primary currents affecting the Big Bend are tidal, they vary in magnitude and duration with lunar period and season.

Water temperatures range from 30°C (85°F) in the summer to 10°C (50°F) in the winter. Salinity in the region is fairly stable at 35.5-37.5 parts per thousand. Heavy rainfall on land within the watersheds for Big Bend river systems can have impacts on surface salinities when vertical stratification sometimes occurs, which can be evident miles offshore. These occasional large freshwater influxes to nearshore environments may be associated with terrestrial flooding and result in short periods of decreased salinity, increased color (tannins and lignins) and increased levels of suspended solids. Larger scale weather forcing also occurs during El Nino and La Nina events but is not expected to affect the project other than short term changes in water quality. Horizontal visibility in the region is highly variable, ranging from 0-50 ft. Meteorological events (fronts, storms), freshwater riverine input and water depth control horizontal visibility.

Tides are mixed semi-diurnal in this region of Florida with a maximum range of approximately 1.25 m (4.1 ft). Only tidal-driven currents will affect the site proposed for enhancement, due to its location in a subtidal portion of the shelf (30-40 ft).



## **7. Material Placement Reports.**

There are no previously unsubmitted non-FWC funded public reef projects completed during the last calendar year. All projects in the Buckeye site were constructed under FWC contracts (see above). As instructed the material placement reports are not included in this application because they were filed as part of the completion process for previous FWC contracts. All deployment information is recorded in the FWC artificial reef database available online, from which Table 1 information was extracted.

## **8. Existing artificial reefs within 0.25 nautical miles of proposed project.**

Previous deployments within the Buckeye reef site are located in multiple locations. There are no other permitted artificial reef sites within 0.25 nautical miles of the Buckeye reef site. The closest known artificial reef (not permitted) is the wreck of a crane & barge is 6.83 nautical miles west of the Buckeye site (29° 38.765'N, 83° 52.889'W). This wreck is a popular dive and fishing destination that supports an abundant reef fish and epifaunal community.

## **PROJECT OBJECTIVES**

### **9. Specific, measurable objectives to gauge the success of the project.**

Materials will be deployed in their planned locations within the Buckeye Reef site. Materials will be deployed so as not to exceed the maximum relief (12') and a minimum clearance of 24'. Specific locations for deployment will be selected based on the depth of overlying sand to the rocky substrate as determined by using a metal probe. Ideally this depth of sand veneer will be 10-20 cm or less, which will prevent materials from subsiding too deeply into the sediments.

### **10. Plan to measure the success of project objective achievement.**

A. The first objective for this reef construction project will be to deploy reef materials within the permitted artificial reef boundaries.

- To ensure reefs are deployed where intended, a minimum of two GPS units will be used to ensure all reef materials are within the within the permit area. After final site marking occurs just before reef construction begins, information logged in the field will be input into GIS software to verify geositions. Points along the boundary perimeters will be used with GPS mapping systems (DGPS or WAAS) to ensure that all deployments are within the permitted area.

B. The second objective is to make certain that the minimum navigation clearance is not exceeded.

- Materials will be deployed so that the maximum relief of 12' stated in the USACE permit is not exceeded. Mean Low Water in the Buckeye reef permit area ranges from approximately 45 – 50 feet, leaving a minimum navigation clearance of 32 feet.
- To ensure that the deployed materials do not, in fact, exceed minimum navigation clearance, the highest point of all patch reefs will be measured with SCUBA and



documented during follow up inspections that occur shortly after construction. During these field dives, sonar will also be used to determine approximate relief height.

C. The third objective is to ensure that no reef modules are damaged after deployment and that the positioning of the materials is acceptable.

- A complete survey using divers and/or side-scan sonar of all reef modules in all patch reefs will be performed within one year of the date of final deployment. Side scan sonar will also be used to determine acceptable bottom types with diver ground trothing.

D. The fourth objective is to build a reef that is both durable and stable.

- Monitoring by the Taylor County Reef Research Team, and FWC site visits by Division of Marine Fisheries, have shown all materials deployed in the Buckeye site have remained stable and have not subsided into the sediments. Prefabricated concrete modules have proved durable and have not deteriorated over time.
- Regarding durability, i.e. how long the reef materials will last in the marine environment in a form that will maintain its function, good site selection is key to success. If sediments are too soft, over long time periods the cube reef modules have subsided in reef locations, but in most cases placing materials in sand-limited systems (sand veneer over rock) has proved effective. Ideally reefs will last 20 years or more. The initial deployment at Steinhatchee Fisheries Management Area in 2007 has now lasted 10 years, surviving through several tropical systems.

E. The fifth objective is to develop increased tourism, boater activity, and enhance economic factors in Taylor County.

- Artificial reef development acts as an attractant for boaters. Economic studies show dollars invested often results in a multiplier for the dollars returned to a local area, which based on these studies may vary considering depending on the location in Florida. Conservatively, the State has directly invested more than \$350,000 dollars in artificial reef development in Taylor County coastal waters. This does not include any in-kind or cash match provided by local sources. In one Florida Panhandle study, the benefit-to-cost-ratio was estimated to be 131 (Bell et al., 1998). In several Florida studies reviewed by Adams et al. (2009), all resulted in benefits that exceeded costs. This could be particularly important for rural, economically depressed counties that rely heavily on tourism. A recent comprehensive study was completed for six southwest Florida counties (Swett et al., 2011). This study found that in 2009, an estimated \$253.35M was spent in artificial reef trip related activities in a six county area, resulting in \$16.6M in business taxes and 2,595 full or part-time jobs. More local to the project area, Florida Sea Grant, University of Florida Cooperative Extension Service, and Taylor County Extension recently completed a needs study of coastal access points and boat ramps. Boat trips from selected marine facilities in Taylor County generated in excess of \$10M dollars in annual revenue (Sidman et al., 2011), with fishing as the highest-ranked activity reported by boaters completing mail surveys. Other components of the Taylor County Artificial Reef Program have secondary objective to enhance economic development in the area, through several mechanisms including increased boating opportunities in the public fishing reefs, and increased sport diver locations. In addition to the stated objectives, see Section 15 related to other monitoring objectives in development including period surveys for fish and reef stability.



## **PROJECT DESIGN**

### **11. Reef design and configuration.**

Due to the good performance and durability of the types of materials that are currently on the site, the design proposed is to supplement additional locations within the Buckeye Reef permit area with similar materials.

Enhancement proposed includes additional high relief concrete modules with a minimum height of 3'. There are several known manufacturers that provide bids on fabrication and marine operations for reef placement. TCRRT members have experience with prefabricated concrete modules already deployed on the Buckeye site (Table 1), and with other products that have been used in Florida waters. The consensus of the Taylor County Marine Advisory Committee (Extension Planning) and current TCRRT members is to place prefabricated reef modules (square or reef balls) with a minimum height of 3' and the largest surface area for attachment of hard bottom organisms. Units would be placed in 4 groups of 4 units spaced minimum of 5m apart. Depending on the results of the bid project we expect to develop 8 groupings of 6 concrete modules for a total of 48 modules (Figure 2, Appendix A).

### **12. Durability and stability of reef materials.**

In general, the current requirement from FWC is to have individual reef modules or individual pieces of secondary use with a minimum weight of 500 lbs. This is in part to ensure that materials are heavy enough to remain in place during major wave action. This would normally only occur during tropical weather systems or severe winter storms (e.g., March 13, 1993 Storm of the Century). Observational information from long-term volunteer divers indicates the Buckeye site has weathered several tropical systems with no ill effects or losses of materials from deployed locations. Over the longer term, sites with deeper sand deposits in shallower areas located in State waters (e.g., the Steinhatchee Artificial Reef in 20' of water) have not fared as well with partial burial of some materials over periods of decades. That said, even with low relief the "Steinhatchee Reef" is a very popular fishing spot, particularly during winter months when sheepshead and Gulf flounder aggregate at the site during spawning activity. The "Andree Reef", part of the Big Bend Regional Reef System, is another shallow site built in State waters in 27' depths, similar to the "Steinhatchee Reef". The Andree Reefs 1 & 2 have remained a popular diving and fishing destination since 1995, with stable materials and little movement of individual reef modules.

The Suwannee Regional Reef System (SRRS) was constructed of reef modules like those used in the public fishing reef zone of the SFMA. The SRRS is composed of 23 reef arrays, each comprised of either 24 or 96 cubes, and all in 12 m (40 ft) of water. Installation of the reefs started in 1990. Since 1990 the reefs have been exposed to direct hits multiple tropical storms and hurricanes, and one severe winter low system. The cubes have weathered these storms with no displacement and minimal shifting from their original positions. The time that has



passed since the reefs were deployed (almost 3 decades) demonstrates the structural integrity and stability of the materials proposed here for use at depths comparable to the SRRS.

## Project Planning and Management

### 13. Project Timeline and Construction Schedule

Task	2017				2018	
	Q1	Q2	Q3	Q4	Q1	Q2
FWC-Taylor Co. grant proposal evaluation						
FWC-Taylor Co. contract processing						
Project Start Date						
Prepare bid specifications						
Issue RFP for bids						
Receive and evaluate bids						
Select & authorize contractor						
Fabrication of reef cubes						
Taylor Co. inspection of reef modules						
Transportation & barge loading						
Taylor Co. site marking						
Reef construction activities						
Mid-project update report						
Final project report						

### 14. Number of staff and percentage of time available for project tasks

Victor Blanco (Marine & Natural Resources Extension Agent): 15% of available time

Clay Olson (County Extension Director): 3% of available time

2 Artificial Reef Program Volunteers, Marine Advisory Committee Members, Taylor County Reef Research Team Members: 1% of available time

### 15. Artificial reef monitoring and assessment plan

A formal monitoring and assessment plan is being developed, but the main initiatives are presented in this section. Monitoring will be performed by a volunteer diver team that needs to be recruited.

Taylor County has a history of active volunteers serving on a Marine Advisory Committee and as members of the Taylor County Reef Research Team (TCRRT). The Marine Advisory Committee serves to guide the direction of the development of new reef priorities and initiatives, while also serving as a marine advisory board for Taylor County Extension (see Section 17 for more detail). The Marine & Natural Resource Agent in the UF-IFAS Cooperative Extension Program



relies on feedback from citizens for program guidance. The TCRRT was inactive for several years but was reorganized in 2010 and resumed actively meeting on a monthly basis in 2011. Currently, the volunteer group has recruited past members to re-join, and has been successful in finding new members. The TCRRT efforts has been strongly supported by local businesses and business partners including Buckeye Technologies Inc., Scuba7 Dive Shop, Sea Hag Marina, Woods N' Water Magazine and the WNW Fishing Team, the Steinhatchee River Chamber of Commerce, Perry-Taylor Chamber of Commerce, Taylor County Tourism Development Council, Steinhatchee Projects Board, and many others.

The University of Florida, Program of Fisheries and Aquatic Sciences, is also partnered with the Taylor County Artificial Reef Program. Support provided by Dr. Bill Lindberg's research program has allowed for side-scan sonar work to be completed for other Taylor County Reef program projects, which including diving support, photodocumentation , and GIS analysis of side scan data collected. The UF research program stores a research boat in a local marine facility in Steinhatchee.

A grant for Buckeye Reef monitoring was approved in 2017 and right now is going to the contracting administrative procedures. Taylor County has plans to start the monitoring process by April 2018, including fish census and video/photo identification.

#### Mapping of Deployment Locations

Following deployment of new materials, post-deployment dives will collect information required for required reports to FWC. Divers will examine the materials to ensure proper vertical orientation and to determine that all the permit requirements are met with respect to the acceptable bottom types, maximum allowable relief, and minimum clearance to the sea surface. Standard depth sounding equipment will verify approximate relief and clearance, and both handheld and mounted GPS receivers will be used to verify positional data for the post-deployment reports.

#### Documentation of the Benthic Reef Fauna

We will use photography to record the development of flora and fauna that colonize the surface of the reef material. Many of the TCRRT divers are photographers, and both digital still and video cameras are available for use on the monitoring dives. Taylor County Extension also has one digital still camera in a waterproof housing which be used to document the development of the benthic community. Images collected as part of the volunteer diver monitoring efforts will be made available through postings to the UF *Solutions for Your Life* website (<http://taylor.ifas.ufl.edu> ) or through the Facebook page administered by the Taylor County Reef Team (<http://www.facebook.com/TaCoReefTeam/>).

#### Monitoring Reports

Data collected as part of the monitoring and assessment will be entered into electronic format and archived at the UF-IFAS Taylor County Extension office. Brief summary reports for each monitoring event will be prepared and also made available through the websites listed in this section. The reports at a minimum will include general observation on the reef sites, physical



observations (current, visibility, water temperature, weather conditions) for the site, any mapping information collected and GIS map products when produced.

#### **16. Local artificial reef management plan**

The 2018-2022 local 5-year artificial reef management plan focuses on additional deployments to the existing artificial reef permit area and the re-issued **Buckeye Reef permit (ACOE Permit SAJ-1995-05915)**, and includes:

- Propose an expansion zone for the Buckeye reef site, including areas to the south and west of the current permitted area.
- Re-permit Buckeye reef site in 2020 as stated in the permit.
- Integral monitoring process of the Artificial Reef sites in Taylor County waters.
- Side scan and, if pertinent, re-permitting of the Andree Reef site, for future new deployments.
- Identification, assessment and permitting of a shallow water artificial reef site in Taylor County state waters.
- Artificial reef enhancement in new and re-permitted artificial reef sites in Taylor County waters.

The plan doesn't include actions in the Public Fishing Zone portion of the Steinhatchee Fisheries Management Area or SFMA (ACOE Permit SAJ-2002-4178), considering UF is the permit holder and according to Bill Lindberg it is to its full capacity for the research purposes it was designed.

Any additions to the Buckeye Reef site will also be according to the permit specifications, which allow for clean concrete rubble, limestone boulders, pre-fabricated artificial reef modules, heavy gauge steel materials. An example of the heavy gauge steel materials stated in the permit is surplus military tanks.

The Taylor County Reef Committee and Taylor County Reef Research Team support the additions of secondary use materials to the Buckeye Reef as funding becomes available to deploy materials. The minimum clearance depth of materials at this site may be up to 24 feet at mean low water.

An earlier 5-10 year artificial reef management plan (last drafted in November 2017) is a work in progress that will be reviewed in 2018. A current draft is included in this section for reference. This plan must be approved by the Taylor County Reef Committee in 2018.



**Taylor County Artificial Reef Management Plan 2018-2022**  
**DRAFTED November 2017**

**Preface**

Taylor County's first artificial reef was deployed in 1965 (Steinhatchee Reef). The current FWC artificial reef data file lists a total of 42 records. Taylor County waters have two permitted artificial reefs sites: 1) The Steinhatchee Fisheries Management Area (SFMA), whose permit holder is University of Florida (Dr. Bill Lindberg) as part of a long term research proposal; and 2) the Buckeye reef, whose permit holder is the Taylor County Board of County Commissioners. The purpose of this document is to summarize Taylor County's artificial reef program and to establish a framework for the future deployment and management of artificial reefs along Taylor County's coastline. This document is a draft of a working document of the Taylor County Artificial Reef Plan to be revised by the Taylor County Artificial Reef Committee in the coming meeting in 2018.

**Introduction**

Taylor County, located in the primarily undeveloped Big Bend of Florida, has some of Florida's most untouched and beautiful marine, estuarine and freshwater resources. Much of the coastal area, approximately 80% of the linear coastline, is in protection through public ownership. Taylor County has one of the longest coastlines of any Florida county (approximately 50 miles), abundant coastal islands, four riverine systems (Aucilla, Econfina, Fenholloway, and Steinhatchee rivers), and 42 published offshore artificial reef sites.

The Aucilla River is designated in a list of "Special Waters" of **Outstanding Florida Waters** (OFWs). National Wildlife Refuges and Aquatic Preserves are also included in the OFW designation. The St. Marks National Wildlife Refuge (NWR) extends into a portion of western Taylor County, spanning the mouth of the Aucilla River. The Aucilla River Unit in the St. Marks NWR is cooperatively managed by the U.S. Fish and Wildlife Service with Taylor County. Other public areas include submerged land managed by Florida Department of Environmental Protection (FDEP), part of the **Big Bend Seagrasses Aquatic Preserve** that spans along a large section of west Florida from Taylor to Citrus Counties and is managed by the Coastal and Aquatic Managed Areas Program-CAMA. Additional public lands are managed by the Florida Fish and Wildlife Conservation Commission (FWC), and the Florida Division of Forestry (FDOF) in the multiple subunits of the Big Bend Wildlife Management Areas (WMAs). These Big Bend WMAs include Hickory Mound, Snipe Island, Spring Creek, and Tide Swamp. The fifth Big Bend unit, Jena WMA, is located across the Steinhatchee River in neighboring Dixie County.

The Econfina River system winds through Econfina State Park also managed by the FDEP, (Florida Park Service). The Big Bend Saltwater Paddling trail also hugs the Coast of Taylor County for nearly 50 miles. Unlike many coastal counties of Florida, this coastal environment is not under as much increasing pressure related to population growth, storm water runoff, declining water quality and conflicting use issues. In order to protect and manage these resources the citizens of and visitors to Taylor County must have an understanding and



appreciation of our marine and coastal systems. Increased ocean and environmental literacy is imperative to involve citizens and visitors in stewardship of Taylor County and Florida waters in general. Taylor County has a natural resource based economy, and is designated by the Governor's Office of Tourism, Trade and Economic Development as one of the North-Central counties in the list of rural areas of critical economic concern. Taylor County exhibits many of the economic distress factors (e.g., low per capita income with 23% below poverty level, low housing values compared to state average, low per capita taxable values) which coupled with its low population level (21,400 in 2009 estimate from U.S. Census Bureau), makes it very vulnerable during economic downturns.

One of the main industries in Taylor County include silviculture, and related timber industries including the manufacture of wood products. Foley Timber and Land is one of the largest landowners in the state, managing more than 560,000 acres of Florida forest. Foley is the largest private landowner in Taylor County. Foley's timberland is managed through a number of public-private partnerships, but more recently Foley has removed all of its land from participation in the FWC Wildlife Management Area program.

Buckeye, Inc. (BTI) is also one of the largest employers in Taylor County (approximately 580 employees) with another 1,400 full-time jobs that are created by their operation and are filled by contractors or suppliers. BTI produces chemical cellulose from wood that is used in a wide variety of products. University of Florida-IFAS is partnered with BTI in the development of the Stan Mayfield Bio Refinery Plant which will convert biomass into cellulosic ethanol, and use biomass to manufacture other petroleum replacements. UF-IFAS will own and manage the pilot plant which began construction in 2010.

Government is another significant employer; Taylor Correctional Institute (Florida Department of Corrections) employed a staff of 337 in 2008.

Due to the nature-based economy, and the great importance of recreational activities and ecotourism to sustain businesses in the Big Bend of Florida, it is very important to have an informed and well-educated population to be good stewards of the environment. Further development of recreational opportunities in Taylor County would occur through further artificial reef construction, particularly in areas closer to shore and more accessible to small boats.

### **Taylor County Artificial Reef Program**

Taylor County's artificial reef program is spearheaded by two main citizen bodies: the Taylor County Artificial Reef Committee (Reef Committee) and the Taylor County Reef Research Team (TCRRT, see <http://www.facebook.com/TaCoReefTeam/>).

**Artificial Reef Committee** – The purpose of the Reef Committee is to provide guidance and direction to the artificial reef program. This committee is responsible for establishing the short-term and long term goals of the artificial reef program. Members are chosen based on their



interest in artificial reefs and willingness to devote time to meetings and planning activities, as well as direct involvement as users. The Reef Committee strives for diversity in order to conduct an artificial reef program that serves the interest of all of Taylor County's citizens. Examples of possible members include marine operators, commercial fishermen, recreational fishermen, divers, environmentalists, and educators.

Taylor County Reef Research Team (TCRRT) is a volunteer-based non-profit organization that is closely tied to the Reef Committee. TCRRT is funded by the Taylor County Board of County Commissioners (BOCC) and dues paid by its members. Duties of the TCRRT include: applying for artificial reef permits, communicating with local, state and federal agencies, performing predevelopment and post-deployment site surveys, monitoring existing artificial reefs, fulfilling the requirements of artificial reef grants secured by the BOCC, and educating the public about artificial reefs and marine fisheries issues. Both the TCRRT and the Reef Committee are operated in close contact with the University of Florida- IFAS, Taylor County Extension.

It is important to mention that the permit holder of the Steinhatchee Fisheries Management Area is the University of Florida, and the main purpose is a long term research on fisheries dynamics, specially about gag grouper, and as all planed and designed deployment had already been done, no more actions will be done towards artificial reef enhancements or new deployments (Lindberg, com pers. 2017), reason why the SFMA is not considered for the 2018-2022 Taylor County Artificial Reef Management Plan. Only Buckeye reef, whose permit holder is the Taylor County Board of County Commissioners and re-permitted or new reef sites will be considered for this plan.

## **Goals of the Artificial Reef Program**

### **Short-term (< 5 years)**

1. Renew ACOE permit for the Buckeye Reef site (expiring in 2020)
2. Perform periodic site surveys of all reef sites under active federal or state permits
3. Apply for external grants funds
4. Solicit donations of funds and materials of opportunity (secondary use)
5. Educate the public on responsible angling, angling ethics, catch-and-release techniques.
6. Establish monitoring programs of at least 1 year in duration for each newly deployed reef.
7. Assessment and, if viable, re-permitting of Andree Reef site.
8. Identification, evaluation and permitting of a shallow water artificial reef site.
9. Evaluate the economic impact of artificial reefs in Taylor County.
10. Join forces with neighboring Counties and other partners to standardize Artificial Reef efforts in the Big Bend Region.
11. Conduct Resident and Boaters Survey for Taylor County (through Florida Sea Grant College Program)
12. Establish priority list for the placement of new artificial reefs or other structures ("bird racks")



**Long-term (> 5 years)**

1. Maintain an active volunteer organization (TCRRT).
2. Construct or enhance one artificial reef site at least every other year (pending funding)
3. Establish partnership with the scientific research community (University of Florida), and the recreational fishing and scuba diving industries.

**Materials to be used:**

Materials of Opportunity- It is recognized that materials of opportunity, or secondary-use materials, will be one source for future new site construction or enhancement of existing sites. Before any materials of opportunity are accepted for donation, the County Attorney will be consulted concerning liability issues. Only materials that are currently approved for the particular active permit will be accepted, pending consultation with the appropriate state or federal authorities. The materials must be stable, clean, and not pose any environmental risk. The public will be educated about materials of opportunity and be discouraged from pursuing materials prior to consulting with the Artificial Reef Committee, and local, state, and federal agencies.

Prefabricated Artificial Reef Modules- Prefabricated modules must be approved by pertinent funding and permitting agencies. The latest scientific knowledge will be used when selecting specific material and module types. The modules must be stable and not pose any environmental risk.

**Current Priority Sites for Reef Development (permitted):**

- (1) Buckeye Reef Site (Taylor County is the permit holder)

**17. Marine Advisory Board activities with input on artificial reef issues**

The Taylor County Extension Office relies on public input and feedback in developing programs that meet the local needs of the community. This is a requirement of the University of Florida Cooperative Extension Service. The Marine Advisory Committee meets at least once annually, with the last meeting held in December of 2011.

Since 2017 the Taylor County UF/IFAS Marine Extension Agent is in contact with the Marine Advisory Committee members some of whom are also TCRRT members. This group helps set priorities for the artificial reef program. For example, we have pre-discussed re-permitting shallower sites, such as the Scott Andree (Big Bend Regional Reefs) due to increased requests from the public for sites closer to shore or identify new potential shallow water site for new artificial reefs deployments.

Current members are G.W. Pridgeon, Earle Greene, Catherine Bethea, Mike McKinney, Charlie Norwood, Jason Pecknold, and Jamie Pecknold. Before the end of first semester 2018 a new board meeting will be held and new board members will be selected to reactivate the advisory



group. Documentation of previous meeting summaries and minutes from marine advisory meetings (Marine Advisory Committee, Taylor County Reef Research Team) are included in **Appendix C**.

**18. One complete copy of the active ACOE permit with accompanying permit conditions applicable to the project.**

A copy of the current U.S. Army Corps of Engineers permit is attached in **Appendix D**.

#### **Local Demand and Public Access**

**19. Demonstration of public support for the proposed artificial reef project.**

Resolutions and letters of public support are included in **Appendix E**.

**20. The presence of navigable inlet access points within 20 nautical miles of the project site.**

Steinhatchee Boat Ramp (Old Ideal Marina) is a port within 17.5 NM of the eastern margin of the proposed reef enhancement site (Figure 1) and Keaton Beach canal marker is 20.5 miles. Steinhatchee has a USCG maintained channels and several access points for boat launching, storage, dockage and fueling. Taylor County operates and maintains public access facilities in multiple locations, including Keaton Beach public boat ramp. The Buckeye is due west of the Steinhatchee River mouth.

#### **Material Transport and Ownership**

**21. Plan to address logistics, coordination, staging area availability, material location, and material transport and handling.**

The marine contractor selected for this project will be responsible to Taylor County for all aspects of reef material fabrication, storage and staging, transportation and handling both by land and by sea, and direct placement of the pre-fabricated modules on the seafloor at locations specified and temporarily buoyed by a dive team. The Taylor County Cooperative Extension project representative will inspect reef materials prior to their departure from port. A Taylor County dive team representative and the Cooperative Extension project representative, coordinating volunteer divers, will be present to oversee material deployment and perform post-deployment inspections.

The bid specifications will be specific in requiring a turn-key operation for all aspects of the reef construction. Taylor County will oversee the construction operation on site to ensure compliance with the ACOE permit as a responsibility to the permit holder.

**22. Assurance of the availability of reef material for the propose project, with an itemized list describing materials proposed to be deployed.**



As secondary use materials will not be used in the proposed project, the section is not applicable. All reef modules will be fabricated under contract with the selected marine contractor. A standard commercially available concrete mix will be used which has proven durability and effectiveness based on past reef performance in the Gulf of Mexico. Typically a concrete mix would have a minimum test strength of 3,000 PSI and not allow for use of end-of-day pours.

### **23. Proof of ownership.**

Taylor County will use the requested grant funds from FWC to purchase the reef modules in accordance with terms negotiated through the competitive bidding and contracting process. The contractor winning the award will be entirely responsible for fabrication, transportation, and placement of the reef modules.

### **Project Practicality**

#### **24. An approximate estimate of handling and transportation costs for secondary use materials, and/or purchase, handling, and transportation cost per unit for prefabricated materials.**

This project will not employ secondary use materials, only pre-fabricated concrete modules specified designed for deployment as artificial fish habitat. The proposed budget for the enhancement to the Buckeye Reef Site is detailed in Table 3.

Table 3: Buckeye Reef Construction/Enhancement

<b>Budget Item</b>	<b>Amount</b>
<b><i>Construction Costs</i></b>	
<b>Artificial Reef Contractor - 48 Prefab concrete modules estimated @ \$1,200 deployed</b>	<b>57,600</b>
<b><i>Taylor County Budget for Project Oversight</i></b>	
<b>Equipment, repairs, field supplies</b>	<b>600</b>
<b>Diving expenses</b>	<b>300</b>
<b>Fuel &amp; oil</b>	<b>1,500</b>
<b>TOTAL COST TO FWC</b>	<b>60,000</b>

### **25. Percentage of financial match of the project.**

Taylor County will not cash match for the total project cost. However, The Perry-Taylor County Chamber of Commerce will donate \$2,000 for this project.



**26. The applicant's total artificial reef construction/monitoring budget for the current calendar year including a description and amounts of additional funding by funding source.**

N.A.

#### **Non-profit Eligibility Verification**

**27. Documentation of 501(c)(3) tax status from the Internal Revenue Service.**

This section is not applicable to this grant application. Taylor County is submitting the grant application to the FWC and if funded will manage and administer all aspects of the proposed reef construction project.

**28. Documentation of the corporation's by-laws and/or articles of incorporation which include artificial reef monitoring and/or development as an objective.**

This section is not applicable to this grant application. Taylor County is submitting the grant application to the FWC and if funded will manage and administer all aspects of the proposed reef construction project.

#### **Procurement of Commodities or Contractual Services Verification**

**29. Documentation of the intended means which commodities or contractual services will be procured, pursuant to the requirements of Section 287.057, Florida Statutes.**

Taylor County will conduct procurement following all State requirements per Section 287.057, Florida Statutes. A copy of the Taylor County Purchasing Policy is attached in **Appendix F**. A contract for the construction, handling, transportation, and deployment of the prefabricated concrete modules will be awarded by a competitive bid process.

#### **References**

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- Bell, F. W., M.A. Bonn, and V.R. Leeworthy. 1998. Economic impact and importance of artificial reefs in northwest Florida. Office of Fisheries Management and Assistance Services, Florida Department of Environmental Protection, Tallahassee, FL, 389 pp. + Appendices.
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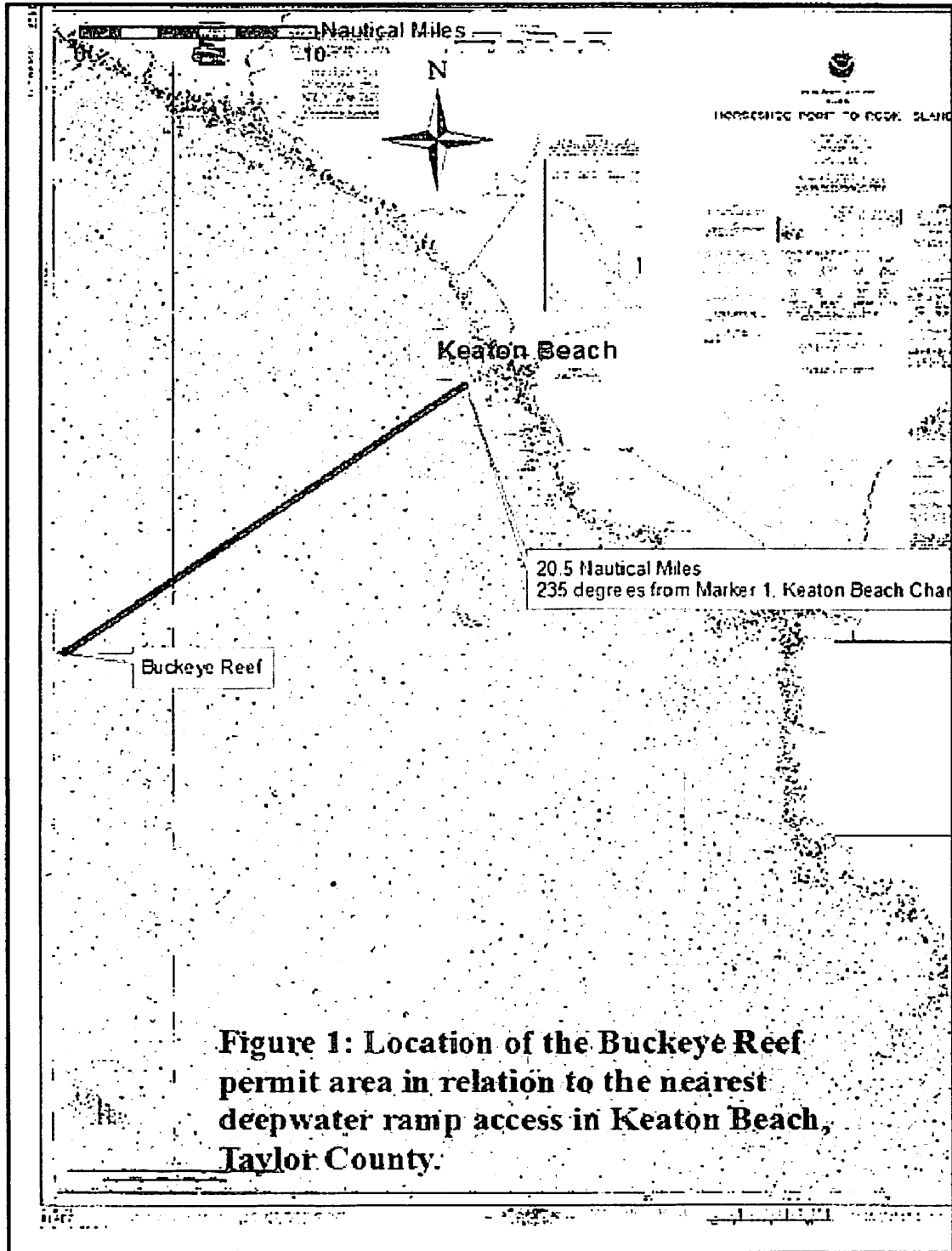


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- Posey, M. W. Lindberg, T. Alphin and F. Vose. 1996. Influence of a storm disturbance on an offshore benthic community. *Bulletin of Marine Science* 59(3): 523-529.
- Posey, M.H., T.D. Alphin, S. Banner, F. Vose and W. Lindberg. 1998. Temporal variability, diversity and guild structure of a benthic community in the northeastern Gulf of Mexico. *Bulletin of Marine Science*, 63(1): 143- 155.
- Sidman, C., T. Fik, G. Davidson, A. Hodges, R. Swett and F. Vose. 2011. "Planning for Waterway Access in Taylor County, Florida: Residents and Users Speak", Florida Sea Grant Program, TP-177, dated June 2011, 44 pp.
- Swett, R.A., C. Adams, S. Larkin, A.W. Hodges, T.J. Stevens. 2011. Economic Impacts of Artificial Reefs for Six Southwest Florida Counties: Pinellas, Hillsborough, Manatee, Sarasota, Charlotte, Lee. Florida Sea Grant Program, TP-178, dated July 2011, 147pp.



## APPENDIX A

Figures 1 and 2 show the general location and site detail of the project area, the Buckeye Reef Site.





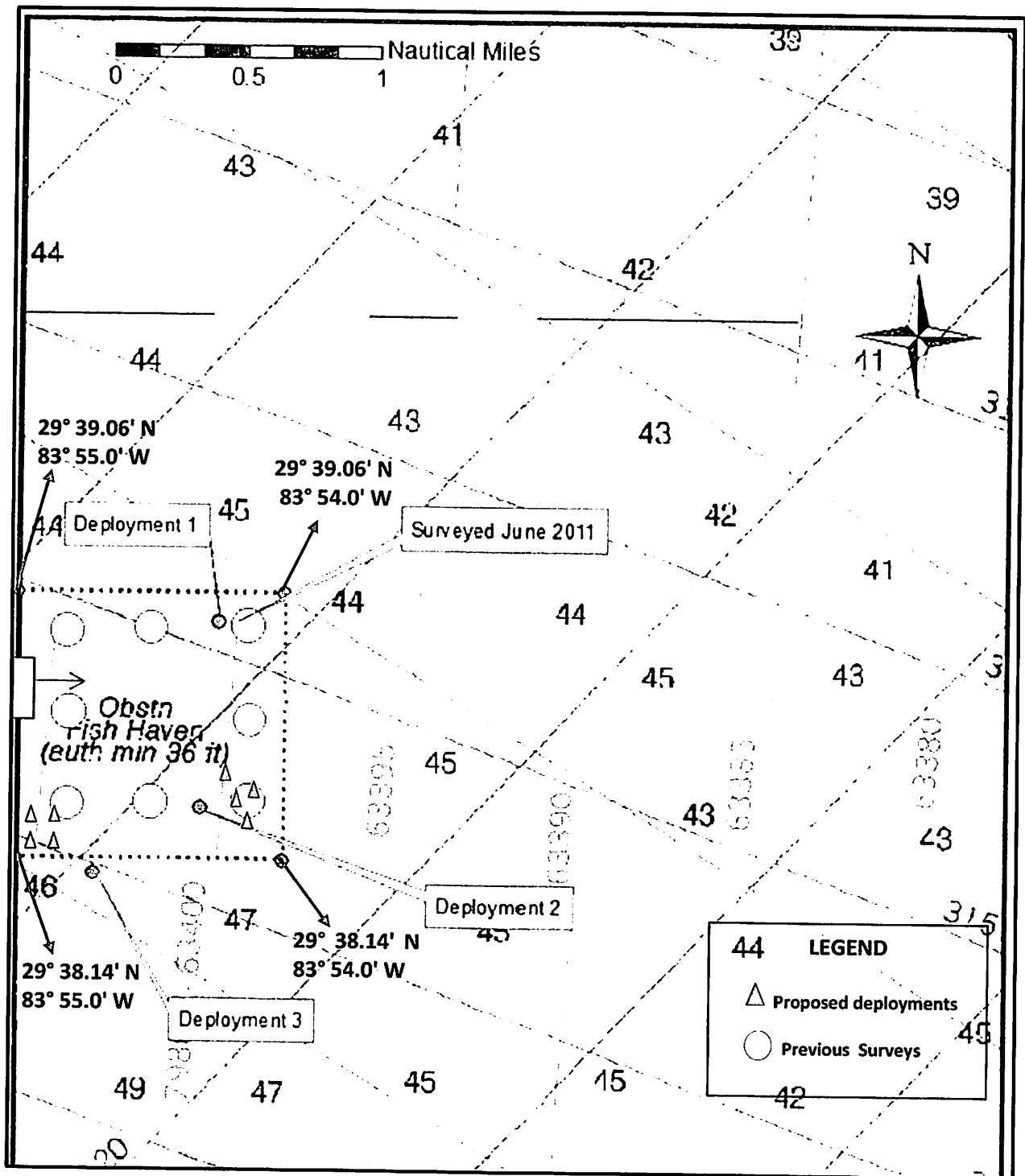


Figure 2 (Appendix A). Site-specific map on the Buckeye Reef Site.



**Proposed locations are as follows (from Figure 2 and 4, Appendix A):**

<b>New Reef Deployment Site</b>	<b>Latitude N</b>	<b>Longitude W</b>
<b>Buckeye 2018-1</b>	29.64058	-83.90323
<b>Buckeye 2018-2</b>	29.64183	-83.90419
<b>Buckeye 2018-3</b>	29.63959	-83.90233
<b>Buckeye 2018-4</b>	29.64125	-83.90211
<b>Buckeye 2018-5</b>	29.63787	-83.91595
<b>Buckeye 2018-6</b>	29.63789	-83.91438
<b>Buckeye 2018-7</b>	29.63914	-83.91606
<b>Buckeye 2018-8</b>	29.63918	-83.91445



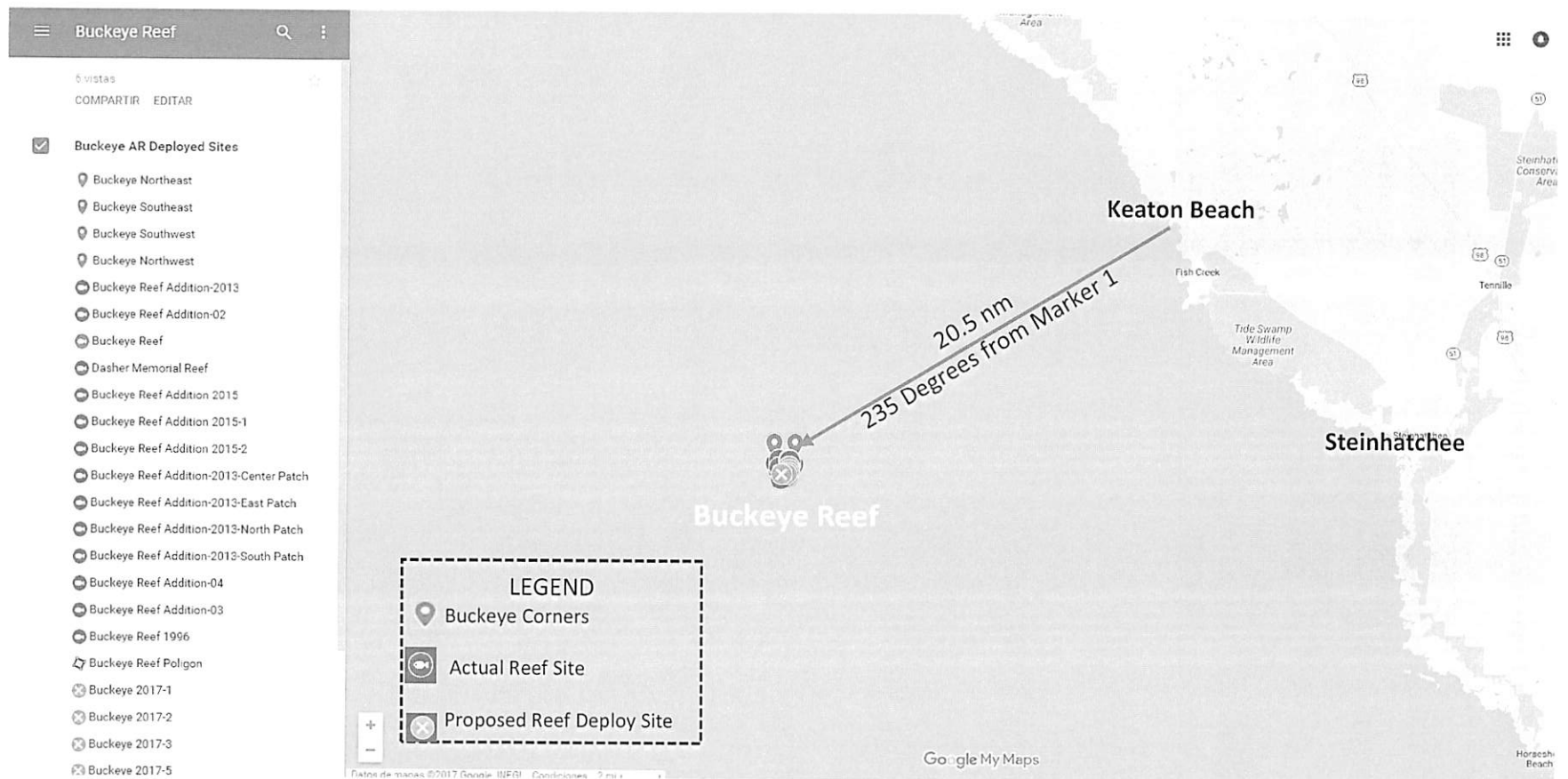


Figure 3. Taylor County Buckeye Permitted Artificial Reef Sites. (Google Map base).



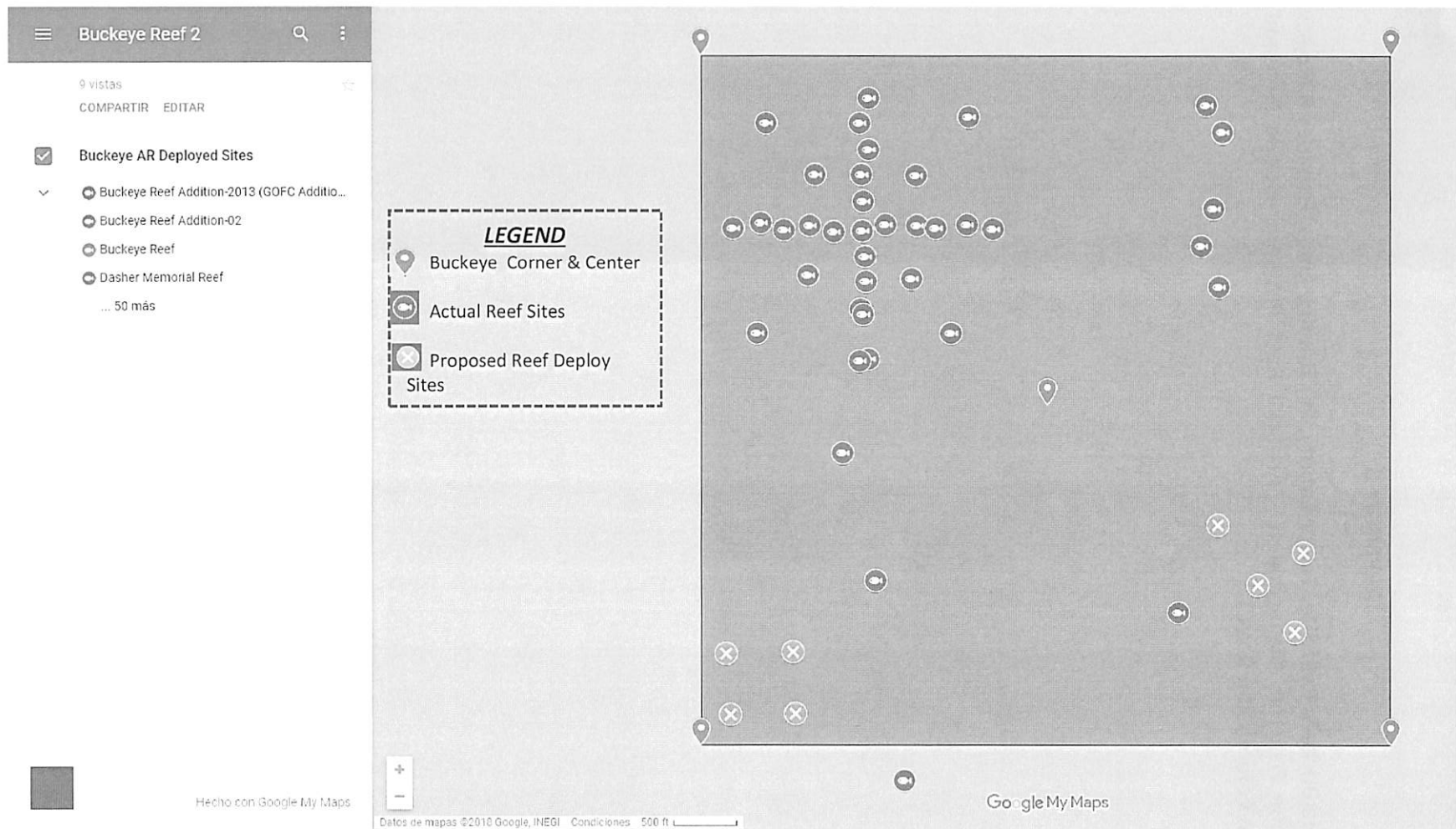


Figure 4. Taylor County Proposed Artificial Reef Deployments at the Buckeye Permitted Artificial Reef Sites. (Google Map base).



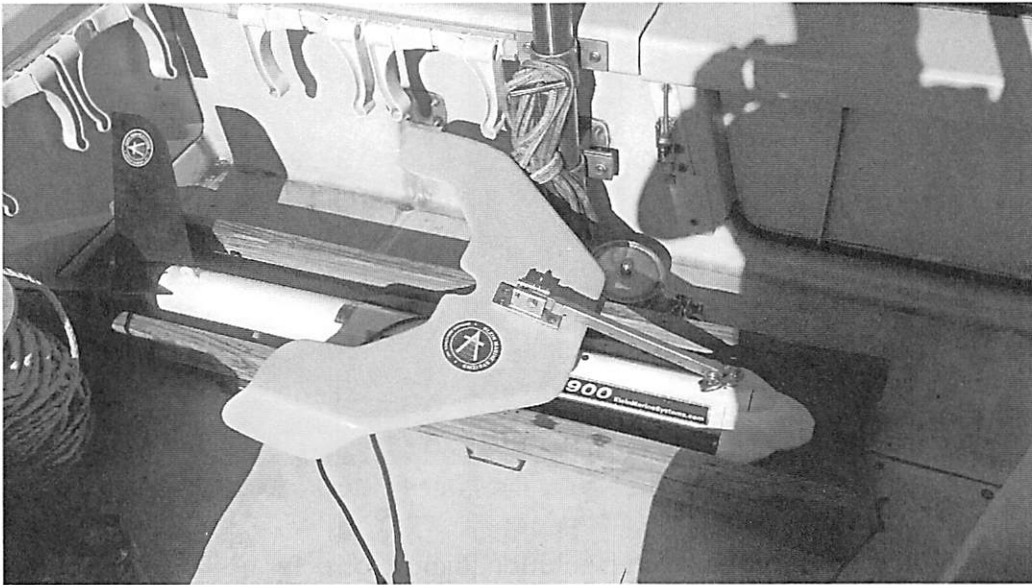
## **APPENDIX B**

**"2017 Side Scan of the Buckeye Reef Site, Taylor County, FL". Bradley Ennis, Fisheries Biologist IV, Division of Marine Fisheries Management - Artificial Reef Program, Florida Fish and Wildlife Conservation Commission (FWC)**

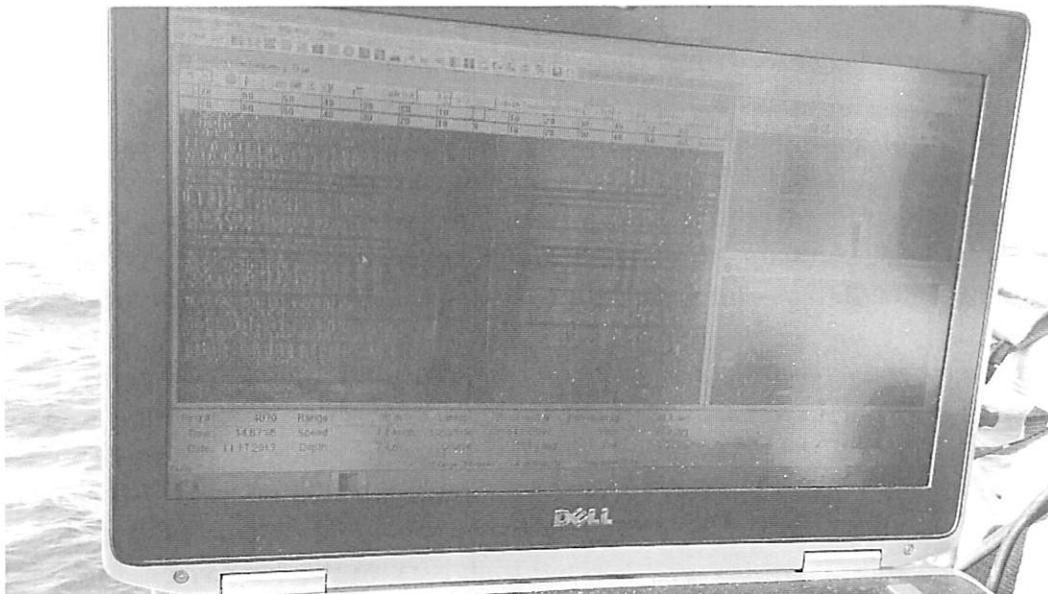


### **System 3900 Digital Side Scan Sonar**

Designed to address the demanding requirements for search and recovery operations, The Klein System 3900 is heavily utilized by police, fire departments, port authorities and surveyors across the globe. This solution utilizes Klein's high frequency 455/900 kHz transducers for optimal range and image performance.

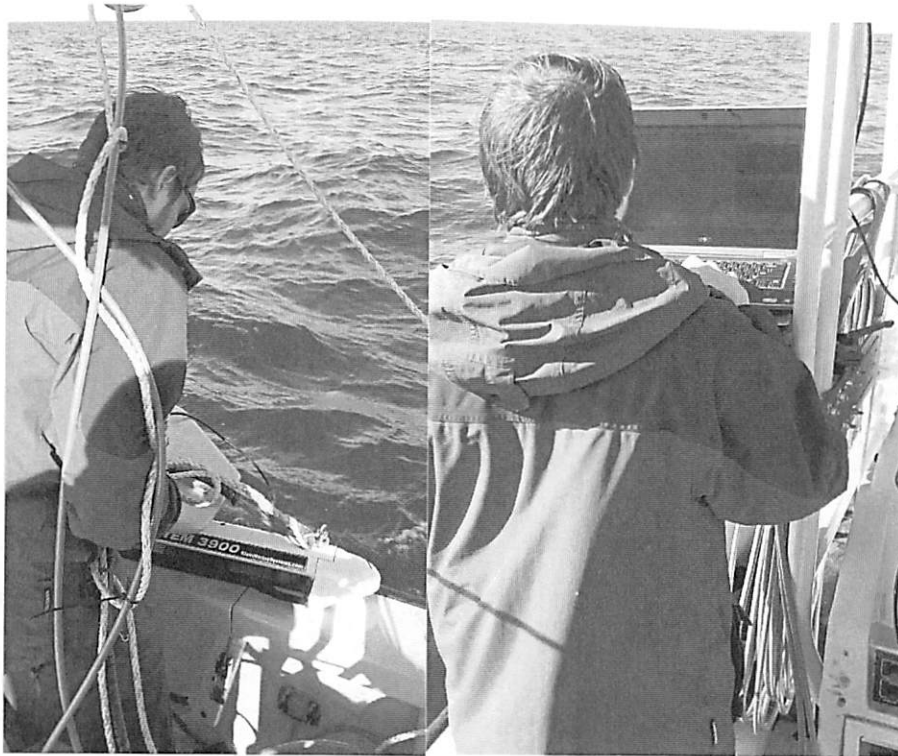


**Side scan system at FWC vessel during Buckeye Reef survey.**



**Preliminary images received from the Side scan system during Buckeye Reef survey.**





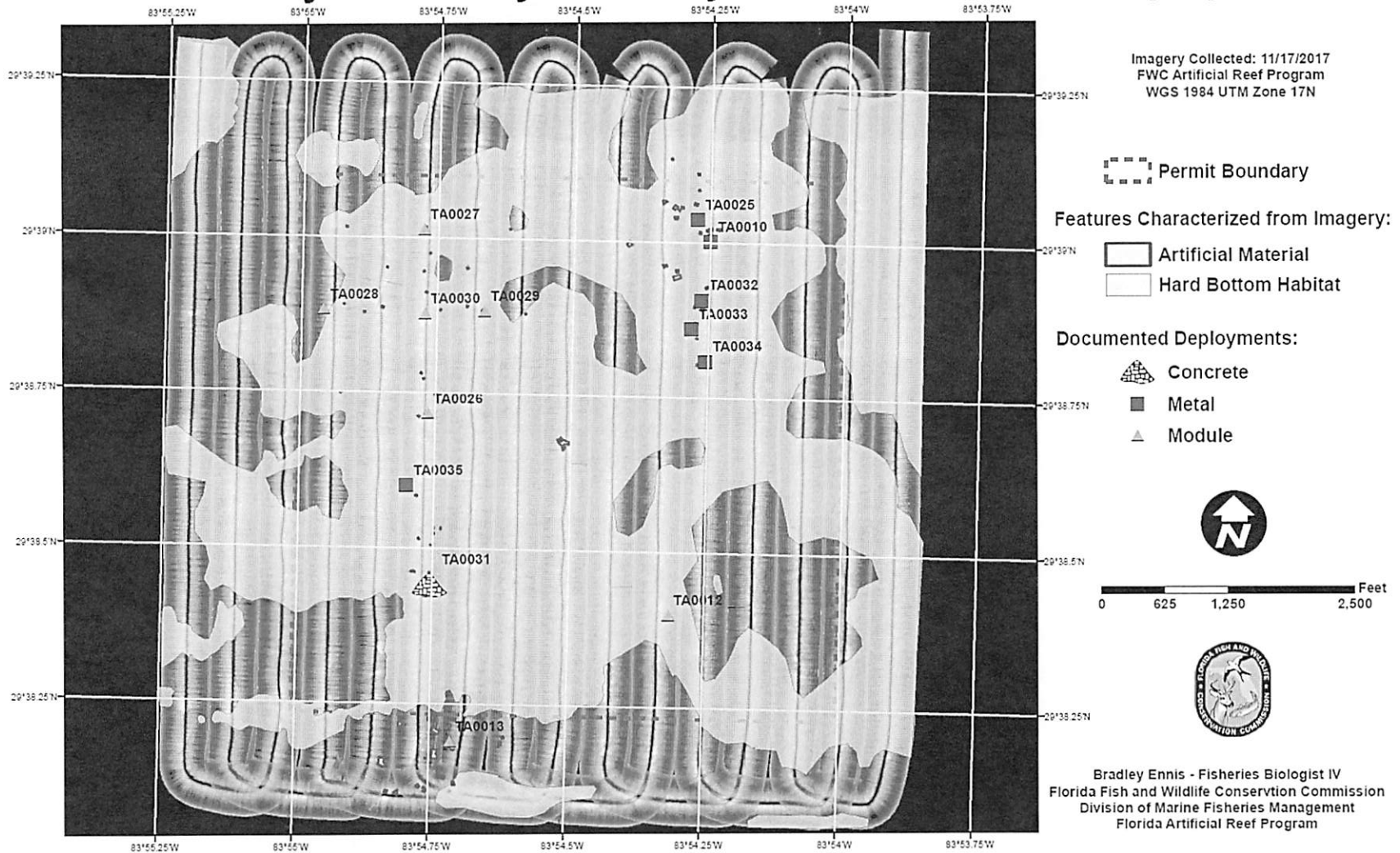
**Side scan system set up at FWC vessel during Buckeye Reef survey.**

Klein's System 3900 is an extremely high resolution, digital sonar for use in search and recovery missions that require a portable side scan system. The model is a selectable, dual-frequency system with 445 kHz, which offers excellent range and resolution, and 900 kHz, which offers higher resolution of identified targets. The system configured to be operated by one person from a small boat in shallow water. The standard system configuration comes complete with a splash-proof Transceiver Processing Unit (TPU), custom-configured laptop and 50 m of lightweight tow cable. The system 3900 towfish electronics are housed in a stainless steel body with phosphorescent finish. Klein's System 3900 employs the same advanced signal processing and core electronics capabilities found in our popular multi-beam, side scan systems, producing the finest possible side scan sonar imagery available today. Coupled with Klein's world-renowned SonarPro® software, the System 3900 makes survey acquisition fast, easy and provides the operator with powerful tools for the most professional data analysis possible.

On Friday November 17th, 2017, a commission of FWC agent Bradley Ennis and Taylor County Marine Extension Agent, Victor Blanco, went to Buckeye reef site to do a side scan in a FWC vessel. The following image shows the results of the side scan in Buckeye reef. The side scan sonar is towed behind a survey vessel and is equipped with two side-facing transducers that generate and receive sound signals. When a signal is generated it propagates through the water column and reflects off the seafloor and then back to the transducer. The intensity at which the return signal is received is interpreted into an image that is deciphered by a trained survey technician. As the survey vessel moves through the water, a streaming image of the seafloor is generated.



# Taylor County - Buckeye Reef Sidescan Imagery





## **APPENDIX C**

### **Documentation of the activities and involvement of a Marine Advisory Board with Taylor County Extension Artificial Reef Program, as referred to in Section 17.**

#### **Minutes-Artificial Reef Advisory Committee 1/4/2017 (5:00 – 6:30 PM)**

Attendees- Clay Olson, William Jody Courtney, Victor Blanco.

#### Agenda

1. Introduction of new marine extension agent
2. 2017 TCRRT plan
3. TCRRT meetings
4. TCRRT account auditing?
5. Paul Angel Family Foundation funding opportunity
6. Reef monitoring plan
7. Diving certification
8. 2017 FWC artificial reef program grant application
9. New deployments (site selection)
10. Shallow water artificial reef (sites identification and preliminary survey)
11. Fundraising strategy
12. Others

We used the agenda to discuss the programs in development for Taylor County Artificial Reef program for the marine and natural resources extension program. The agenda items have been annotated to capture the key points of the discussions. Materials distributed for the meeting included a fact sheet on the economic impact of artificial reef, and a draft proposal for the Paul Angel Foundation request for proposals.

We agree to have next meeting in 2018 after the marine extension agent is aware and knowledgeable enough about the marine, fishing and artificial reefs issues in the county. A new strategy to enroll new TCRRT member needs to be developed and put into action as soon as possible, especially after preparing and sending funding applications for FWC grants for artificial reef enhancement and monitoring.



**Minutes for Taylor County Reef Team Meeting  
February 28, 2012- 7PM**

**UF-IFAS Extension, Forest Capital Hall**

**Call to order, introduction of guests**

707 PM- Brett Lundy called the meeting to order, with eight in attendance including four officers. Charlie Norwood made his first meeting and will be joining the team with a family membership. Welcome aboard to the Norwood family. Fred Vose motioned to approve the minutes from the January 10th meeting, second by Jason Pecknold, approved.

**Treasury report**

Mike McKinney reported the current balance in the checking account is \$2,631.36 as of the January 31, 2012 statement.

**Executive Board members and committee reports**

Water conditions and dive reports was moved to the beginning of the meeting, to fast track planning for surveys needed for the upcoming SFMA reef deployments. We planned the bottom survey methods at the seven proposed sites for cube reefs in the public fishing area. Jody reported that a few short gag were seen on the southernmost reef (#4) and that the conditions were sand all around the reef material. He also reported seeing another boat fishing one of the sites to the north. Temperatures were in the mid to low 60s, with phenomenal visibility in the last few weeks.

(1)Update on contracting from Fred Vose- SFMA reef enhancement project, bid documents approved & distributed, public notice was in Friday's paper (2/24/2012)

(2)Update on funds from Tourism Development Council- line item amended into the TDC budget Taylor County Finance & Accounting requested new Buckeye reef construction be accomplished by purchase order, which is now supported by the County Administrator Need to get additional quotes for Buckeye enhancements using TDC funds D& L Contracting has vendor registration forms to get approved to perform work for Taylor County

(3) Taylor BOCC approved developing proposal for an enhancement to Buckeye Reef in the 2012/2013 grant cycle.

Grant deadline was extended from March 16 to April 20, 2012.

Need letters of support for reef construction proposal.

Need detailed donated materials list (number of pieces and individual weights).

FWC is suggesting a minimum of 1000 tons for a full \$60,000 proposal.

Fred to check into potential costs for pre-fab units as alternative to the use of donated materials.

Charlie Norwood was going to approach someone from Anderson Columbia about materials and potential support for deployments.

Discussed artificial reef planning document updates. Longer term planning should include a push for shallower reef permit areas. We discussed re-permitting of the Big Bend reef site (Andree reefs), the old Steinhatchee reef site, and possible site off Econfinia River. Impact to



seagrass communities would have to be addressed/avoided when considering sites closer to shore, particularly if within the Big Bend Seagrasses Aquatic Preserve.

**New business**

We discussed election of officers 2012, which will be done as part of the March regular meeting (Nominations) and April Annual meeting.

Fred moved to renew corporate status submit annual report, second by Jason, approved. This needs to be completed by May 1st and has to be submitted electronically by the registered agent by May 1st.

Jason and Jaime Pecknold resigned as TCRRT Directors. The team recognizes their contributions to the team efforts and in support of recreational diving in Taylor County. We wish them well in their relocation to Texas.

Motion to adjourn at 8:25 PM.



**Minutes-Marine & Natural Resources Advisory Committee**  
**11/10/2011 (12:00 – 1:30PM)**

**Attendees-** Mike McKinney, GW Pridgeon, Catherine Bethea, Earle Greene, Jason Pecknold, Fred Vose.

We used the agenda below to discuss the programs in development for Taylor County for the marine and natural resources extension program. The agenda items have been annotated to capture the key points of the discussions. Materials distributed for the meeting included a fact sheet on the economic impact of artificial reef related activities in six southwest Florida Counties, copies of the revised Recreational Scalloping brochure (Citrus County), and an information packet on the FWC Coastal Wildlife Conservation Initiative.

**PROGRAM 1- Boating and Waterways-**

Artificial Reef Program

-Two funding awards pending (\$172,000 from FWC, \$10,000 from TDC)

Contract from FWC to Taylor County BOCC is under preparation for enhancement to the public and conservation portions of the Steinhatchee Fisheries Management Area. Taylor County will manage the contract for the now combined University of Florida and Taylor County construction grants in 2012.

The Tourism Development Council granted a request for \$10,000 for enhancement of artificial reef sites (Buckeye Reef) to promote increased visitors and ecotourism. The TDC was presented an invoice from the Taylor County Reef Research Team (TCRRT) in November.

The importance of continuing to support development or enhancement of existing shallow sites was discussed, due to the high use at some of these sites such as the Steinhatchee Reef in 20' of water.

This is reflected as priorities in past artificial reef plan documents. However, because a reef permit is active for the offshore site (Buckeye Reef) and is required, reef construction funds in the 2012 FWC request for proposals will be requested for that site. The Big Bend Seagrasses Preserve may present challenges to developing new permit areas closer to shore. TCRRT is proposing to use donated materials (Buckeye scrap steel and secondary use concrete-FDOT has culverts available in Perry). Several bottom areas were surveyed on the Buckeye reef permit using reef volunteer team divers to locate a suitable deployment location.

-Developed partnerships with local industry and seeking private donations/support.

Buckeye Technologies Inc. is holding scrap steel materials committed for donation to Taylor County for enhancing the Buckeye artificial reef site. Scuba 7 graciously donated \$500 cash to the team this fall. The TCRRT is seeking donations from other private donors, adding to the success of \$1100 netted from a fundraiser event selling smoked pork butts. Details on the TCRRT activities are available in the minutes distributed from the monthly meetings.

Boating and waterways management (with Florida Sea Grant and other partners)

-Regional workshop held in Santa Rosa County August 2011

Fred Vose served as a steering committee member for the Northwest Regional Meeting held in Milton, Florida. Charles Sidman presented the results of the Taylor County Boating Access study released in June 2011.



- Member of steering committee for large, statewide conference in May 2012 (St. Pete) Vose works cooperatively with the FSG Boating and Waterways Planning Program in Gainesville, and spends one day weekly in their Gainesville office on the UF main campus (Dr. Bob Swett's lab).
- Service to County for maintenance of uniform waterway markers, boating restriction zones and many other marine issues Resolving problems related to the waterway restrictions and uniform water markers in Keaton Beach, Steinhatchee and Econfina rivers is ongoing.
- Boating Access Study completed, working toward providing additional analysis and support to the County for future planning.

Vose presented two talks at the Waterfronts Florida meeting in Steinhatchee (November 2011). Both talks focused on economic impacts of boating-related activities (artificial reefs and boat launch facilities).

## **PROGRAM 2- Ocean & Environmental Literacy**

Fred Vose presented a pre-season scalloping seminar sponsored by the Taylor County Soil and Water Conservation Board (Steinhatchee, June 2011). This event was well attended (approximately 50 attendees). The Soil & Water Board is interested in promoting seagrass protection with informational signs or kiosks at the boating access points (Scallop saying "Keep your prop out of my condo" etc.). Discussed providing incentives for attendance at educational seminars (discounted annual ramp decals).

### Florida-Georgia Extension Wildlife management committee

Held multiple workshops in north Florida and South Georgia (UGA). This works teams with multiple UF, UGA and agency folks (DEP,USDA,FWC, DOF).

### Festival events

- Sunbelt Expo at UF IFAS building (Moultrie, GA)

Worked with Bay County Sea Grant agent and UF Fisheries & Aquatic Sciences student on live mangrove / fish exhibit and clam farming touch (3 days- ~15,000 passed through UF-IFAS building).

- Fiddler Crab Festival (Steinhatchee)

Assisted the Steinhatchee River Chamber of Commerce with their youth fishing clinic, and partnered with FWC in a separate booth (catch and release techniques/venting/circle hook gear).

- Master Gardeners event (Perry)

Used booth to promote Florida Master naturalist program and artificial reef program.

- "Jakes Day" a National Wild Turkey Federation event (Perry)

Coordinated booths with FWC wildlife and outreach and education staff (displays of wildlife specimens, marine touch tank, and angling ethics displays).

### Florida Master Naturalist Program

- Coastal systems Module in April-May 2011

Graduated first class in May 2011 (eight students), with additional classes. The courses are being team-taught with Carolyn Saft (Suwannee County Extension-Live Oak).

- Next Coastal Systems class in Jan-Feb 2012

Go to <http://masternaturalist.org/> for list of schedules and registration.

Youth development activities with schools and 4-H programs



- Several TCHS students are interested in marine or natural resource careers, and our extension office was contacted about volunteering/mentoring.

Two of the students attended the October 13th Taylor County Extension open house. Vose met with Sharon Jandula (TCHS contact/ESE) and one student in early November to discuss potential volunteer activities. A third student is the child of a 4-H volunteer.

- Career Day for 9th graders (TCHS contact- Renee Ratliff).

Teamed with Lori Wiggins (4-H Coordinator) in four 30 minute presentations to four classes (65 students).

- Both student and adult volunteers assist with 4-H programs, including after school clubs, special events, residential summer camps, and summer day camp activities.

One volunteer organized a "Marine Club" that met monthly Fall 2010-Spring 2011. We also received a program development grant from Florida Sea Grant (\$3000) that was used to purchase GPS and compass equipment similar to what is available at the Camp Cherry Lake facility. One summer day camp in 2011 taught orienteering skills at Camp Cherry Lake (6 teen volunteer assisted). We also held the annual "Agriculture and Natural Resources Day" in April 2011 which had a GPS navigation experience, attended by all Taylor County 5th graders (sponsored by an Ag in the Classroom Grant to Lori Wiggins).

### **Highlights of Discussions**

**NOTE: All team advisory committee members contributed to discussions on the various topics brought up by specific members listed below**

Earle Greene suggested that a multi-prong approach to the marine programs was a good direction for the developing programs (artificial reef program leadership, boating and waterways planning/coastal access, and general public education). He indicated that the current Marine Advisory Committee could serve to pick up where the Coastal Committee left off (BOCC appointed committee that no longer meets). He distributed a table that listed eleven coastal issues priorities identified by the Coastal Committee (see attached table). The central part of the county was mentioned as particularly vulnerable to losing public access if privately owned launch facilities change hands or are closed (such as Spring Warrior). Earle supports having a workshop with the BOCC to discuss the results of the Taylor Boating Access Study and set future priorities for new goals (now that the highest priorities such as the Steinhatchee Ramp (completed) and added parking at the (Keaton Beach Ramp & Keaton Beach Coastal Park) construction is soon to be underway.

There was discussion of tactics to increase attendance at educational seminars. Catherine Bethea discussed the annual scallop seminars sponsored by the Soil and Water Board, and past priorities on preservation of coastal habitats important to the Big Bend Area (sea grasses). We discussed providing some incentive to the public if a seagrass awareness workshop was attended (possibly reduced cost of the annual Taylor County Boat Ramp Decal?).

We discussed specific program that could be offered for youth in the school system. Jason Pecknold suggested checking out a program he discovered while attending the DEMA (Diving Equipment Manufacturers Association) annual show (contact Anna Crawley-



<http://diveintoyourimagination.com> ). He also has provided a copy of the "Oceans for Youth" DVD that has good materials for middle and high school age students.

On fundraising, GW Pridgeon proposed creating a sticker that could be used to solicit small donations at local businesses. He has donated numerous times to the organizations that way (get a sticker for a dollar donation).

This could be a way to develop funding for youth education or the artificial reef program (TCRRT logos on stickers).

Mike McKinney discussed challenges with keeping volunteers active in various programs such as the artificial reef team. He also asked questions about covering more freshwater related public education topics that kids would enjoy. He mentioned the films of the late Wes Skiles diving through the aquifer in Alachua County as an example of interesting topics on the importance of our water habitats in Florida.

#### **From Coastal Priorities- 2006 List (Top 14)**

1. Steinhatchee Boat Ramp
2. Dredging / channel markers upstream of bridge on Steinhatchee River
3. Aucilla Ramp Improvements
4. Charter boat dockage/municipal pier in Steinhatchee
5. Dallas Creek ramp improvements and other possible enhancements
6. Maintenance dredging of Keaton channel, Keaton and Cedar Island canals
7. Additional parking for Keaton ramp
8. Dark Island canal dredging
9. Spring Warrior ramp
10. Fenholloway ramp improvements
11. Dredging and/or navigational markers at mouth of Econfinia River
12. Dredging and/or navigational markers at mouth of Aucilla River
13. Channel markers and/or navigational markers at mouth of Spring Warrior Creek
14. Keaton-Steinhatchee Scenic Route



APPENDIX D

Copy of U.S. Army Corps of Engineers permit for the Buckeye Reef site, as referred to in Section 18. Permit SAJ-2002-04178 (MOD-JML)



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
JACKSONVILLE DISTRICT CORPS OF ENGINEERS  
PENSACOLA REGULATORY OFFICE  
41 NORTH JEFFERSON STREET, SUITE 301  
PENSACOLA, FLORIDA 32502

Pensacola Permits Section  
SAJ-1995-05915(IP-SWA)

January 20, 2011

Taylor County Board of County Commissioners  
c/o: Jack Brown, County Administrator  
201 East Green Street  
Perry, FL 32348

Dear Mr. Brown:


The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resumptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Special Projects and Enforcement Branch of the Regulatory Division of the Jacksonville District at 41 North Jefferson Street, Suite 301, Pensacola, Florida 32502. The Special Projects and Enforcement Branch is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

**IT IS NOT LAWFUL TO DEVIATE FROM  
THE APPROVED PLANS ENCLOSED.**

Sincerely,

  
for Donald W. Kinard  
Chief, Regulatory Division



# DEPARTMENT OF THE ARMY PERMIT

Permittee: Taylor County Board of County Commissioners  
201 East Green Street  
Perry, FL 32348

Permit No: SAJ-1995-05915 (IP-SWA)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The project is to reauthorize a previously established offshore artificial reef site that would provide habitat and enhance recreational fishing and diving opportunities for residents of Taylor County. This artificial reef site was previously authorized by General Permit SAJ-50 on 18 September 1995 and expired on 19 January 2000. Material to be deployed on the site would consist of clean concrete rubble, limestone boulders and prefabricated artificial reef modules and heavy gauge steel material, such as surplus military tanks. The maximum profile of any material deployed would be no more than 12 feet with a minimum clearance depth of 32 feet at mean low water.

Project Location: The artificial reef site is located in the Gulf of Mexico, southwest of Taylor County, Florida. The reef site is approximately 17.8 nautical miles southwest (on compass bearing 235.5) of Keaton Beach and is referred to as Buckeye Reef.

Latitude & Longitude:

NE Site Corner: Latitude	29.651667° North
Longitude	83.9000° West
NW Site Corner: Latitude	29.651667° North
Longitude	83.91667° West



PERMIT NUMBER: SAJ-1995-05915 (IP-SWA)  
PERMITTEE: Taylor County Board of County Commissioners  
PAGE 2 of 12

SE Site Corner: Latitude 29.637222° North  
Longitude 83.9000° West

SW Site Corner: Latitude 29.637222° North  
Longitude 83.916667° West

Permit Conditions

General Conditions:

1. The time limit for completing the work authorized ends on September 29, 2020. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions



PERMIT NUMBER: SAJ-1995-05915 (IP-SWA)  
PERMITTEE: Taylor County Board of County Commissioners  
PAGE 3 of 12

specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Special Conditions:**

1. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-1995-05915, on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

- a. (1) For hard copies:  
U.S. Army Corps of Engineers, Regulatory Division,  
Enforcement Section, Terry Wells  
41 N. Jefferson Street, Suite 301  
Pensacola, FL 32502  
(2) For e-mail: CESAJ-ComplyDocs@usace.army.mil
- b. National Oceanic and Atmospheric Administration (NOAA),  
Office of Coast Survey, N/CS26, Sta. 7317, 1315 East-  
West Highway, Silver Springs, MD, 20910-3282
- c. Commander, U.S. Coast Guard (USCG)  
Seventh Coast Guard District  
Brickell Plaza Federal Building  
909 SE 1<sup>st</sup> Avenue  
Miami, FL 33131-3050
- d. Florida Fish and Wildlife Conservation Commission (FWC)  
Artificial Reef Program,  
620 S. Meridian Street, Box 4B2,  
Tallahassee, FL 32399  
Fax: 850-922-0463

Email: Jon.Dodrill@myfwc.com, bill.horn@myfwc.com, and  
keith.mille@myfwc.com



PERMIT NUMBER: SAJ-1995-05915 (IP-SWA)  
PERMITTEE: Taylor County Board of County Commissioners  
PAGE 4 of 12

2. Initial Agency Notification: The Permittee shall provide the Corps, NOAA, and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

3. Authorized Reef Materials: The Permittee shall deploy only the following reef materials: Clean concrete rubble, limestone boulders and prefabricated artificial reef modules and heavy gauge steel material, such as surplus military tanks.

4. Protection of Existing Resources: The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer, depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than one year prior to deployment. The Permittee shall maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

5. Pre-Deployment Notification: No less than 14 days prior to deployment of material on an artificial reef, the Permittee shall transmit by electronic mail ("email") a complete and signed "Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification" form, provided in Attachment 1 of this permit, to the Corps and FWC to allow inspection of the proposed reef materials as deemed necessary by the agencies. Inspection is allowable at the staging area. By signing the Pre-Deployment Notification the Permittee certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Permittee shall not deploy material if



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notified by the Corps or FWC that the material is questionable. The material needs to be evaluated before it is released for deployment. Any material that is deemed unacceptable for reef material will be disposed in an approved upland disposal site.

Deployment of the material shall not occur until after the end of the 14-day inspection period. The Permittee shall ensure both a copy of the Corps permit and the signed "Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form" are maintained aboard the deployment vessel at all times during loading, transit, and deployment.

6. Post-Deployment Placement Report/As-Built Drawing: No less than 30 days after deployment at the reef site, the Permittee shall transmit by email to the Corps and FWC a complete and signed "Florida Artificial Reef Materials Placement Report and Post-Deployment Notification" Form provided in Attachment 2 of this permit. Please note, the Corps requires the latitude and longitude to be accurate within 5 meters horizontal distance on the post-deployment report. Attach to the report, an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. Depth shall be verified utilizing fathometer, depth sounder, or similar device accurate to within 1 meter. Also, include information on the condition of the material at the time of deployment. The report and drawing shall be limited to a few pages per deployment. Representative photographs and/or video, if available, are encouraged to be submitted.

7. Ownership/Maintenance/Liability: By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.

8. Sea Turtle/Sawfish/Sturgeon Guidelines: The Permittee shall comply with the attached National Marine Fisheries Service's "Sea turtle and Smalltooth Sawfish Construction Conditions", which also applies to sturgeon.

9. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United



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States requires removal, relocation , or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required , upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal ort alteration.

**10. Manatee Conditions For In-Water Work:** The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes



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elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) for south Florida. 7) The Permittee shall follow the enclosed standard manatee construction precautions and manatee special conditions.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:



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a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The



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referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

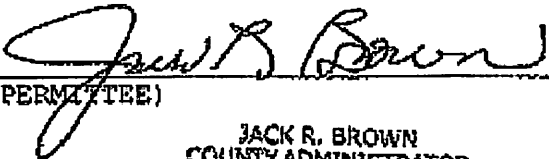


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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

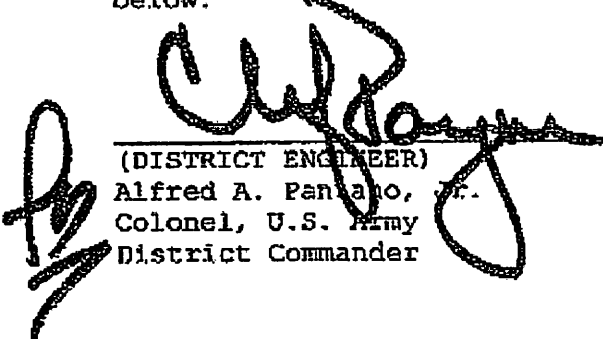
  
(PERMITTEE)

11/16/2010  
(DATE)

JACK R. BROWN  
COUNTY ADMINISTRATOR  
TAYLOR COUNTY, FL  
201 E. GREEN ST.  
PERRY, FL 32247

(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

  
(DISTRICT ENGINEER)

Alfred A. Panfili, Jr.  
Colonel, U.S. Army  
District Commander

18 JAN 2011  
(DATE)



## **APPENDIX E**

**Resolutions and letters of support, as referred to in Section 19.**



## **APPENDIX F**

**Taylor County Purchasing Policy, as referred to in Section 29.**



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER APPROVAL OF DRAFT RESOLUTION TO REQUEST DESIGNATION OF THE U.S. HIGHWAY 98 BRIDGE OVER THE ECONFINA RIVER IN RECOGNITION OF SSGT EDWARD C SHEFFIELD.**

**MEETING DATE REQUESTED:**

**March 5, 2018**

**Statement of Issue:** CHAIR PAM FEAGLE AGENDAED THIS REQUEST TO THE BOARD OF COUNTY COMMISSIONERS ON FEBRUARY 20, 2018. THE BOARD TO CONSIDER APPROVAL OF THE DRAFT RESOLUTION TO BE PRESENTED TO THE LEGISLATIVE DELEGATION.

**Recommended Action:** APPROVE RESOLUTION

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** TED LAKEY, COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** SSGT EDWARD C. SHEFFIELD WAS BORN IN CABBAGE GROVE, ATTENDED TAYLOR COUNTY HIGH SCHOOL, WORKED FOR THE FLORIDA FORESTRY COMPANY AND ENLISTED IN THE U.S. ARMY AT THE AGE OF 19. HE WAS CALLED TO KOREA IN 1949, WAS SUBSEQUENTLY CAPTURED AND WAS A PRISONER OF WAR FOR 37 MONTHS, 14½ DAYS. WHILE IN CAPTIVITY HE SURVIVED MULTIPLE SERIOUS INJURIES AND THE 100 MILE DEATH MARCH, HE WAS CALLED ONE OF THE "TIGER SURVIVORS". SSGT SHEFFIELD WAS RELEASED FROM CAPTIVITY AUGUST 30, 1953.

**Options:**

**Attachments:** DRAFT RESOLUTION



## **RESOLUTION**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, IN SUPPORT OF DESIGNATING THE U.S. HIGHWAY 98 BRIDGE OVER THE ECONFINA RIVER IN RECOGNITION OF U.S. ARMY KOREAN WAR EX-POW SSGT EDWARD C SHEFFIELD; REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGNATE THE U.S. HIGHWAY 98 BRIDGE OVER THE ECONFINA RIVER AS THE SSGT EDWARD C SHEFFIELD MEMORIAL BRIDGE; PROVIDING FOR TRANSMITTAL: PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Edward C. Sheffield was born in Cabbage Grove, attended Taylor County High School and worked for Florida Forestry Company until he enlisted in the Army at the age of 19; and

**WHEREAS**, Sergeant Edward C Sheffield, having enlisted in the United States Army , served his country bravely from January 1949 to 1954 in the 63<sup>rd</sup> Field Artillery 24<sup>th</sup> Division HQ BTN during his service period; and

**WHEREAS**, he was transferred to Japan and then called to Korea when the war started. He was in Korea only 14 days when his unit was overrun; and

**WHEREAS**, Sergeant Sheffield was subsequently captured as a Prisoner of War for 37 months, 14 ½ days; and

**WHEREAS**, while in captivity he survived the 100 mile death march, multiple serious injuries, and was called one of the "Tiger Survivors"; and

**WHEREAS**, Sheffield was released from captivity August 30, 1953 and then reenlisted in the U.S. Army, participated in 6 major battles and his specialty was Chief of Communications; and

**WHEREAS**, for his service in Korea, Sheffield was awarded the Purple Heart, Combat Infantry Badge, Army Presidential Unit Citation, Korean Presidential Unit Citation, Army Good Conduct Medal, USA Commendation Medal, Prisoner of War Medal, Army Occupation Medal, National Defense Services Medal, Korean Service Medal with battle star and the United Nations Service Medal: and Bronze Star; and

**WHEREAS**, the Board of County Commissioners of Taylor County desires to recognize and honor SSGT Edward C. Sheffield's service to our country by requesting that the U.S.Highway 98 Bridge over the Econfina River dedicated to SSGT Edward C. Sheffield;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, that;**



1. The Board hereby expresses its support in designating the U.S. Highway 98 Bridge over the Econfina River in Taylor County, Florida to be known as the SSGT EDWARD C. SHEFFIELD MEMORIAL BRIDGE.
2. The Board requests that the Florida Department of Transportation (FDOT) perform the designation of the U.S. Highway 98 Bridge over the Econfina River in honor of SSGT Edward C. Sheffield, and that FDOT place and maintain appropriate markers.
3. The Clerk of the Circuit Court Ex-Officio Clerk to the Board of County Commissioners is hereby directed to provide a copy of this Resolution to Taylor County's Legislative Delegation and the Florida Department of Transportation.

PASSED AND DULY ADOPTED THIS 5<sup>th</sup> DAY OF MARCH, 2018

BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY

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Pam Feagle, Chair

ATTEST:

---

Annie Mae Murphy, Clerk of Courts



(19)

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

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

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

February 21, 2018

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

Mr. Ted Lakey  
County Administrator  
County Offices  
201 East Green Street  
Perry, Florida 32347

Ms. Lawanda Pemberton  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: Roots v. Taylor County & Johnnie Driggers

Dear Annie Mae, Ted and Lawanda:

Enclosed please find a copy of an e-mail from Matthew Hawk, who is representing the County in the above-styled cause.

A Mediation has been scheduled for March 21, 2018, at 10:00 a.m. at my office here in Perry.

It is my request that I have a commissioner there with me at the Mediation.

Could you put it on the next agenda so that the Board can decide which commissioner that would be?

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosure



## The Bishop Law Firm

---

**From:** Matthew Hawk <mhawk@mcconnaughhay.com>  
**Sent:** Friday, February 16, 2018 5:00 PM  
**To:** The Bishop Law Firm; Chris Smith  
**Cc:** Carol Gould  
**Subject:** RE: Root, Robert & Velinda v. Taylor County  
**Attachments:** Mediator Confirmation Corresp.pdf; Notice Of Mediation Conference.pdf

Messrs. Bishop and Smith:

This confirms we are set for mediation in the referenced case on March 21, 2018, in Mr. Bishop's offices. I'm attaching the mediation notice and confirmation correspondence from mediator J.C. O'Steen. We also served paper discovery last week, the responses to which will be due before the mediation. Stan Chapman, counsel for the Plaintiffs, has also volunteered to share with us anything that he has previously produced to Mike Smith in response to Mr. Driggers' discovery requests. We have had to move for extension of the mediation deadline (which ran on Monday, February 12), but as our motion was joint, I do not anticipate any problems with the request for extension.

Please let me know what you need for your own mediation preparations. Given the posture of the case, I think it more likely that the Roots will be seeking some type of change to widen the road and ensure Mr. Driggers does not block it off than that they will seek a large cash payment. In any case, feel free to give me a call if you'd like to discuss.

Thanks,

-Matt

Yours Truly,  
Matthew Hawk  
McConnaughay, Coonrod, Pope, Weaver & Stern, P.A.  
1709 Hermitage Blvd, Suite 200  
Tallahassee, FL 32308

Telephone: (850) 222-8121  
Facsimile: (850) 222-4359  
Email: [mhawk@mcconnaughhay.com](mailto:mhawk@mcconnaughhay.com)



For more information about our firm, please visit us at [WWW.MCCONNAUGHAY.COM](http://WWW.MCCONNAUGHAY.COM)

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this e-mail as a client, co-counsel or retained expert of ours, you should maintain its contents in confidence to preserve the attorney-client or work product privilege that may be available to protect confidentiality



FROM THE LAW OFFICES OF

# O'STEEN & O'STEEN P.L.

ATTORNEYS AND MEDIATORS

**J.C. O'STEEN**  
ATTORNEY  
FLORIDA SUPREME COURT CERTIFIED  
CIRCUIT-CIVIL AND FAMILY MEDIATOR

2900 EAST PARK AVENUE  
TALLAHASSEE, FLORIDA 32301  
T 850-877-1028  
F 850-877-6514

**JASON O'STEEN**  
ATTORNEY  
FLORIDA SUPREME COURT CERTIFIED  
CIRCUIT-CIVIL AND FAMILY MEDIATOR

February 12, 2018

Matthew G. Hawk, Esquire  
McConaughay, Coonrod, Pope, Weaver & Stern  
1709 Hermitage Blvd Suite 200  
Tallahassee, FL 32308-2706

RE: M. Robert Root and Velinda P. Root, Husband and Wife vs. Taylor County  
Florida, and Johnnie Driggers, an individual

Dear Mr. Hawk:

You have been scheduled for Mediation in the above-referenced cause at 10:00 A.M., Wednesday, March 21, 2018. Mediation will take place at 411 N. Washington Street, Perry, Florida.

My hourly rate for mediation services is \$375.00, including one hour as an administrative fee to cover scheduling, preparation, correspondence, reports, etc., which is divided equally between the participating parties. Of course if you have an agreement between you which alters that division please let me know. Any travel time will be billed at my hourly rate. In the event there are more than two groups of parties, add \$25.00 for each additional separate negotiating party (or groups of parties) to my hourly rate. Should it become necessary to cancel the mediation, please notify me as soon as possible.

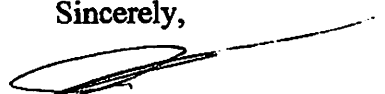
The engagement of my services to mediate this matter is a contractual relationship between the attorney and myself. Accordingly, it is the attorney who is responsible for the payment of my invoice, unless your client makes complete payment at the Mediation Conference.

As you know, it is required that all parties to mediation have a representative present at the mediation with full and complete authority to enter a binding mediated settlement agreement.

Although not required, I would appreciate your sending me in advance any pre-mediation information which you feel would be helpful.

I look forward to assisting you in favorably resolving the issues.

Sincerely,



J. C. O'Steen

JCO/rw



IN THE CIRCUIT COURT OF THE THIRD JUDICIAL  
CIRCUIT, IN AND FOR TAYLOR COUNTY, FLORIDA

ck file

M. ROBERT ROOT AND VELINDA P.  
ROOT, HUSBAND AND WIFE,

Plaintiffs,

CASE NO. 17-037-CA

vs.

TAYLOR COUNTY, FLORIDA, a political  
subdivision of the State of Florida,  
and JOHNNIE DRIGGERS, an individual,

Defendants.

**MEDIATION NOTICE**

PLEASE TAKE NOTICE that a Mediation Conference in the above-styled cause has been scheduled for MARCH 21, 2018, at 411 N Washington St, Perry, FL 32347, and will take place at 10:00 a.m. In accordance with the Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact J. Stanley Chapman (850) 681-1800. If hearing impaired, contact the Florida Relay Service at (800) 995-8771 (TDD) or (800) 955-8770 (Voice).

The mediator will be J. C. O'Steen, Esquire.

PLEASE BE GOVERNED ACCORDINGLY.

/s/ J. Stanley Chapman  
J. Stanley Chapman  
Florida Bar No. 0699004  
schapman@fixelwillis.com  
ccrossley@fixelwillis.com  
FIXEL & WILLIS  
211 S. Gadsden Street  
Tallahassee, FL 32301  
Telephone: (850) 681-1800  
Facsimile: (850) 681-9017  
Attorneys for Plaintiffs



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by e-service to Matthew Hawk, Esq. at mhawk@mcconnaughhay.com and cgould@mcconnaughhay.com. Jason C. Taylor, Esquire at jtaylor@mcconnaughhay.com and rwimmer@mcconnaughhay.com and Michael S. Smith, Esquire at mike@msmithpa.com, on this 9<sup>th</sup> day of February, 2018.

/s/ J. Stanley Chapman  
J. Stanley Chapman

MJD-016-17-01-02\15-03-001\9



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

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

February 21, 2018

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

Hon. Annie Mae Murphy  
Clerk of Courts  
Post Office Drawer 620  
Perry, Florida 32348

Mr. Ted Lakey  
County Administrator  
201 East Green St.  
Perry, FL 32347

Ms. Lawanda Pemberton  
County Offices  
201 East Green St.  
Perry, FL 32347

Re: Dean Road

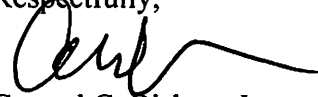
Dear Annie Mae, Ted and Lawanda:

Enclosed, please find the survey done by Delta Land Surveying, Mr. Dale Rowell.

Please put this on the agenda for the next regular meeting for the Board to decide what it wants to do.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

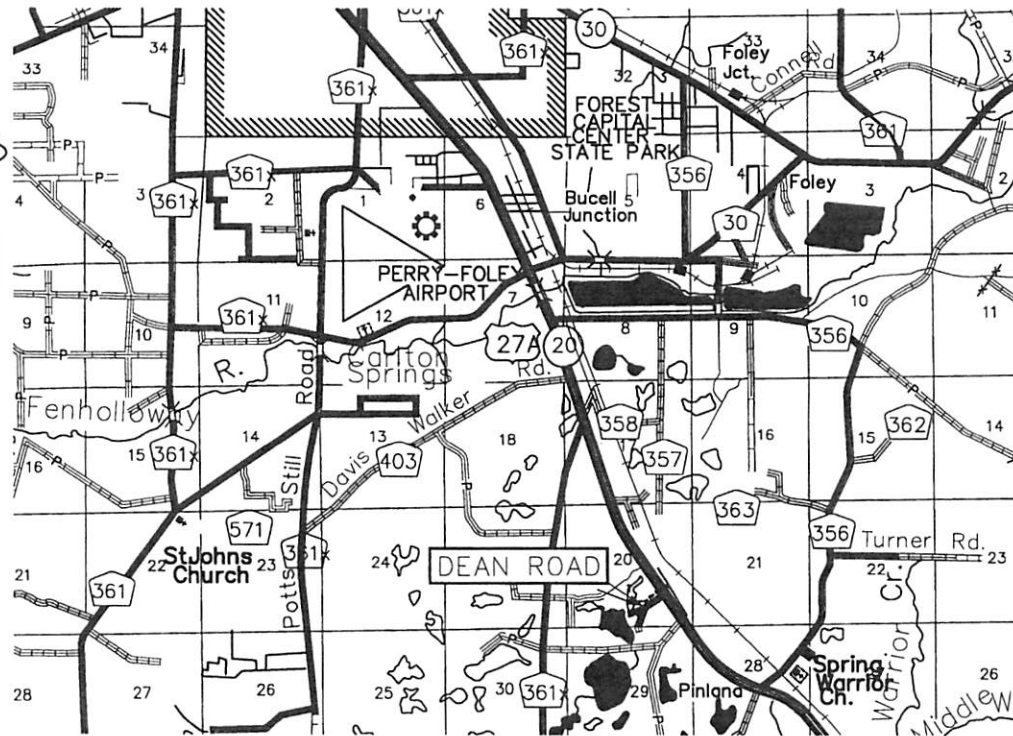
CCB/jr

Enclosure

Cc: Mr. Dale Rowell  
Mr. James Berryhill



Map of Boundary Survey  
Lying in Section 20,  
Township 05 South, Range 08 East,  
Taylor County, Florida  
for  
TAYLOR COUNTY BOARD OF COMMISSIONERS



**SURVEYORS NOTES:**

1. Bearings hereon are based on the center-line of U.S Highway 19.
2. If no difference is shown, the plat call bearings and distances are the same as measured.
3. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Taylor County, Florida.
4. The hereon signed surveyor has not been provided a current title opinion or abstract of matter affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could effect the boundaries.
5. Underground Improvements, utilities, interior fences and other improvements were not located except as shown.
6. Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper this map/report is for informational purposes only and is not valid. This drawing or map is not intended or represented to be suitable for reuse by the client or others on extension of the project or on any other project. Any reuse without written verification for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to Delta Professional Land Services, LLC.
7. This survey is based on a closed and balanced traverse in which the closure meets or exceeds the criteria as outlined in Florida Administrative Code section 5J-17.
8. This drawing is intended to be printed at a scale of 1 inch = 1 mile on 11 inch by 17 inch paper. Printing on any other size will result in an incorrect scale.

**DESCRIPTION**

OR BOOK 3 PAGE 594

A strip of land 40 feet wide the center line of which being described as commencing at the South West corner of the Southwest quarter of the Southeast quarter of Section 20, Township 5 South, Range 8 East, thence running Easterly along the South boundary line of said forty 439 feet for a POINT OF BEGINNING, thence from said beginning point run North 25 Degrees and 15 minutes East 728.3 feet to the point of intersection with center line bearing South 83 1/2 Degrees West, thence run South 83 1/2 Degrees West 500 feet to the end of the road.

Also:

Returning to the aforesaid intersection point and thence run North 51 1/2 Degrees East 592 feet thence North 60 1/2 Degrees East 456 feet to Highway U.S S-19.

THIS IS PAGE 1 OF 5  
NONE ARE TO BE CONSIDERED COMPLETE  
WITHOUT ALL OF THE OTHERS.

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739



**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.

4510 MAY POP ROAD GREENVILLE, FL 32331  
NORTH FLORIDA SOUTH GEORGIA  
PHONE (850)584-2849 ldrdelta@fairpoint.net

**CERTIFICATION:**

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

Lawrence D. Rowell P.S.M.  
Professional Surveyor and Mapper  
F.R.C. #3223 - L.B. #7739

DATE:

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

seal

**CERTIFICATIONS:**

TAYLOR COUNTY  
BOARD OF  
COMMISSIONER  
THE BISHOP LAW  
FIRM, PA.

SCALE: 1" = 1 mile

JOB No: 18-003-42

DWG. No: 01032018

DRAWN BY:

CHECKED BY: L.D.R.

SURVEY DATE:

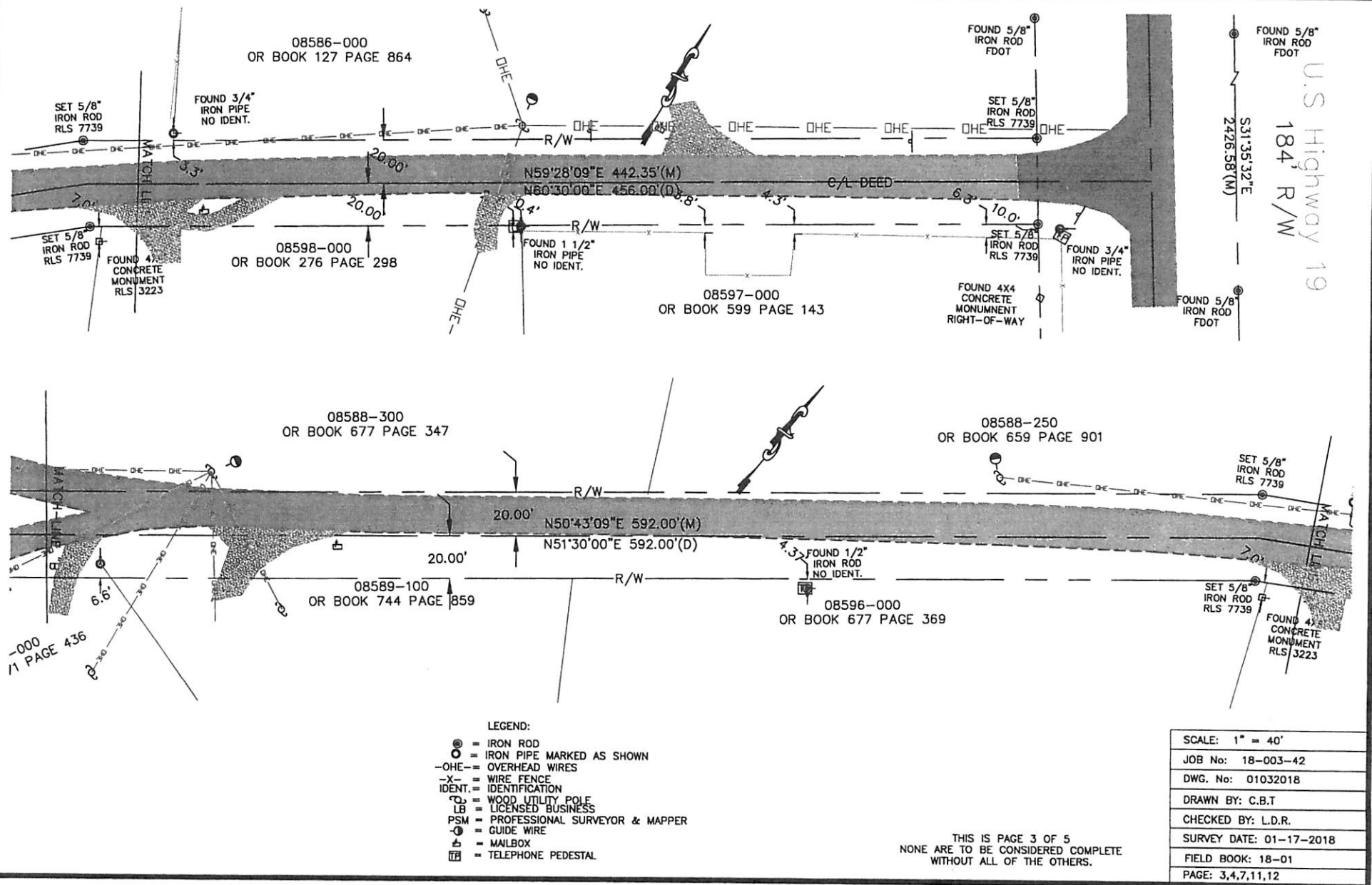
FIELD BOOK:

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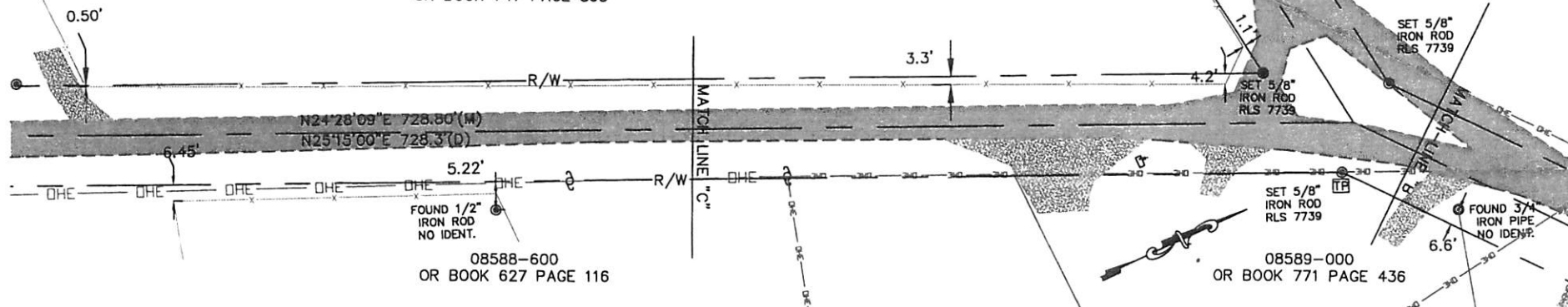








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OR BOOK 747 PAGE 863



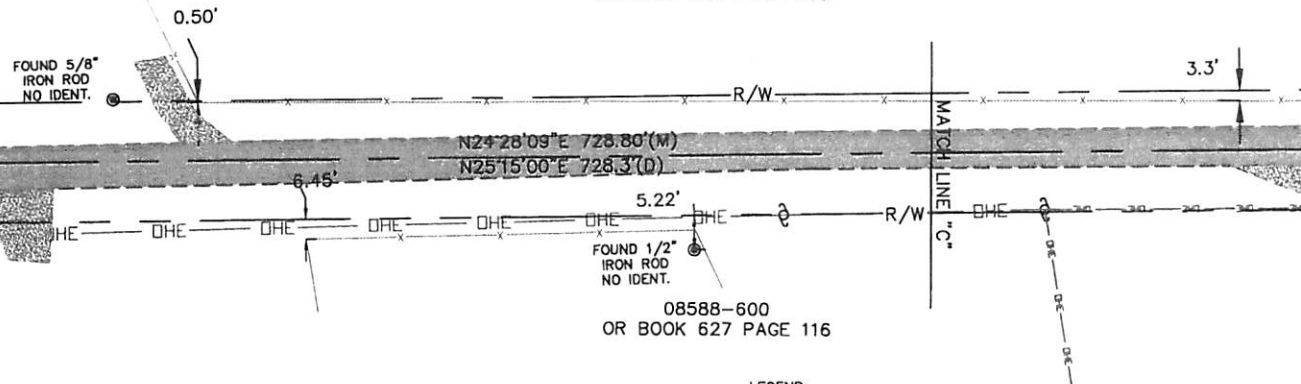
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SW 1/4 of SW 1/4  
Sec. 20 T55M R8E

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FOUND 2\"/>

08588-600  
OR BOOK 627 PAGE 116

POB  
FOUND 1 1/2\"/>

08588-350  
OR BOOK 747 PAGE 863



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OR BOOK 627 PAGE 116

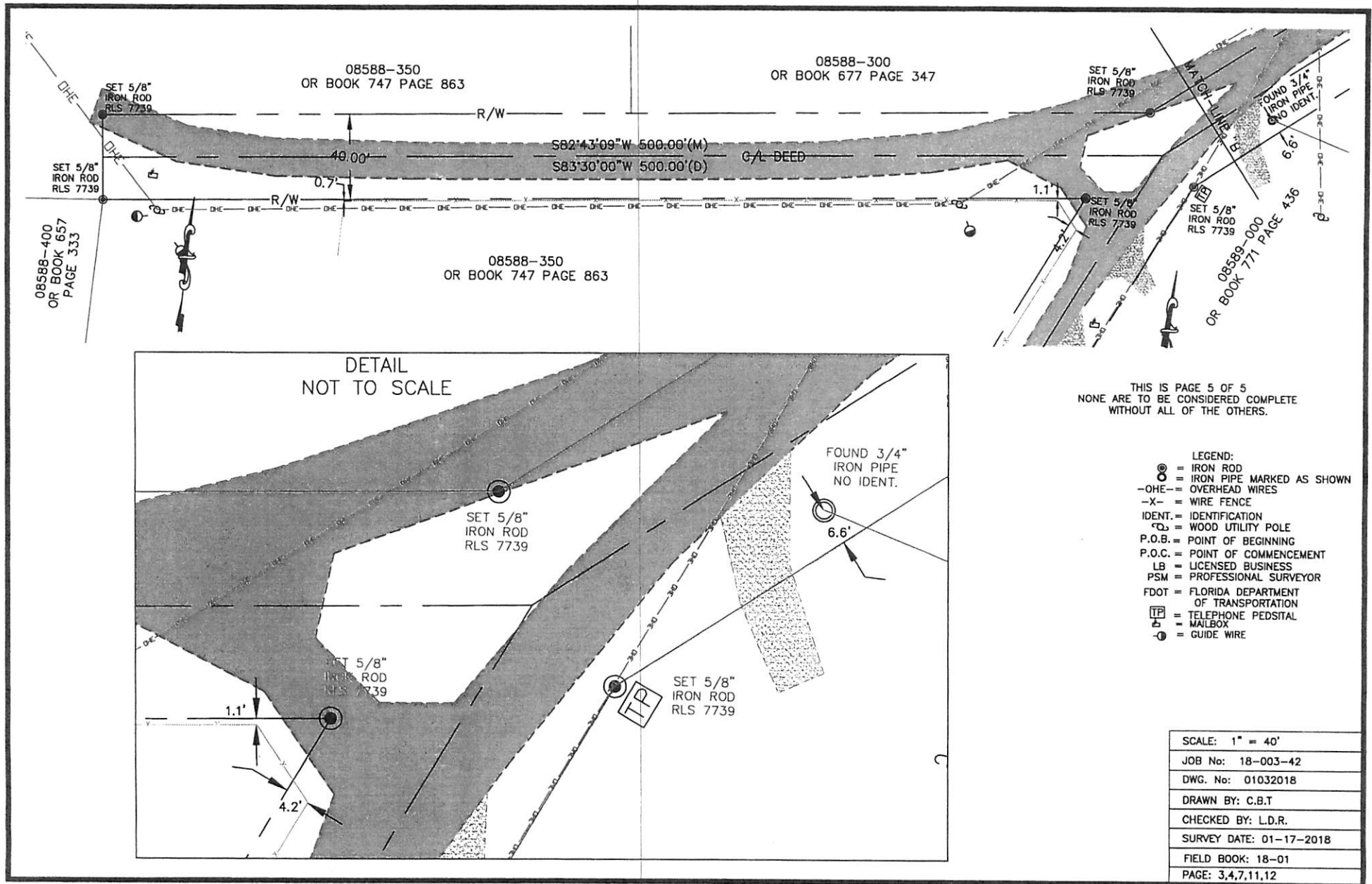
LEGEND:

- ⊙ = IRON ROD
- = IRON PIPE MARKED AS SHOWN
- OHE- = OVERHEAD WIRES
- X- = WIRE FENCE
- IDENT. = IDENTIFICATION
- ⊙ = WOOD UTILITY POLE
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR
- & MAPPER
- IP = TELEPHONE PEDSITAL
- ⊙ = MAILBOX
- ⊙ = GUIDE WIRE

THIS IS PAGE 4 OF 5  
NONE ARE TO BE CONSIDERED COMPLETE  
WITHOUT ALL OF THE OTHERS.

SCALE: 1" = 40'
JOB No: 18-003-42
DWG. No: 01032018
DRAWN BY: C.B.T
CHECKED BY: L.D.R.
SURVEY DATE: 01-17-2018
FIELD BOOK: 18-01
PAGE: 3,4,7,11,12





THIS IS PAGE 5 OF 5  
NONE ARE TO BE CONSIDERED COMPLETE  
WITHOUT ALL OF THE OTHERS.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

The Board to consider approval of revised lease agreement with NextEdge Technology



**MEETING DATE REQUESTED:**

March 5, 2018

**Statement of Issue:**

Next Edge Technology has approached the County to request a lease agreement for placement of a sensor on a county owned light pole in Hodges Park. The sensor does not transmit, it is only used to monitor spectrum usage. The lease would generate revenue for the County, the amount to be negotiated.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

Ted Lakey, County Administrator

**Contact:**

838-3500 ext. 6

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

Lease Agreement



## LEASE AGREEMENT

This Lease Agreement ("Agreement") dated \_\_\_\_\_, 2018 ("Effective Date"), between \_\_\_\_\_, with its principal offices located at Post Office Box 620, Perry, Florida 32348, ("Landlord"), and NextEdge Networks, LLC, a Delaware limited liability company, with its principal offices at 240 Stockton Street, 3rd Floor, San Francisco, CA 94108 ("Tenant"). Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### RECITALS

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. **LEASE OF PREMISES.** Pursuant to all of the terms and conditions of this Agreement, Landlord agrees to lease to Tenant space on the real property to which Landlord has an interest located at 21275 Keaton Beach, Florida 32348, (the "Property") for Tenant's installation, operation, repair, and maintenance of a communications facility consisting of sensors and related communications equipment as depicted in Exhibit "A" (the "Premises"). Furthermore, Landlord grants Tenant the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property to and from the Premises for the purpose of installation, operation, and maintenance of Tenant's communications facility. If sufficient electrical power (not to exceed a 10 Amp breaker) is available for Tenant's communications facility, Landlord agrees to allow Tenant to utilize Landlord's power at no additional cost and Tenant's use of Landlord's power is included in the consideration described below in Paragraph 3. Tenant has the right to install conduits connecting the Premises to Landlord's power source. If there is insufficient electric service on the Property for Tenant to operate its communications facility, or if Tenant requires a telephone, cable, or fiber connection, Landlord grants Tenant or the servicing utility provider the right to install such utilities on, over and/or under the Property, provided the location of such utilities shall be approved by Landlord.

2. **CONDITION OF PROPERTY.** Landlord represents and warrants to Tenant that as of the Commencement Date (as defined in Paragraph 3 below) and continuing throughout the Term: Property is in compliance with all laws, including any applicable building codes, regulations, or ordinances and the Property is free of ~~all lead-based paint~~, asbestos or other hazardous substances, as such term may be defined under any applicable federal, state or local law. If a breach of the representations and warranties contained in this Paragraph is discovered at any time, Landlord shall, promptly after receipt of written notice from Tenant setting forth a description of such non-compliance, rectify same at Landlord's expense.

3. **TERM; RENTAL.** This Agreement shall be for a term of five (5) years commencing upon the day that Tenant commences installation of the equipment on the Premises (the "Commencement Date"). Tenant shall provide Landlord written notification of its intent to commence the Agreement. Said notification shall be deemed received by Landlord be via email with read receipt acknowledgement. Within thirty (30) days of the Commencement Date, Tenant will pay Landlord, as rent the sum of One Thousand two hundred Dollars (\$1,200.00) per year ("Rent").

4. **EXTENSIONS.** This Agreement shall automatically be extended for three (3) additional five (5) year terms unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least two (2) months prior to the end of the then current term. The initial term and all extensions shall be referred to collectively herein as the "Term". Tenant will pay Landlord, as consideration for this Agreement extension, an annual payment in the amount of One Thousand two hundred and dollars (\$1,200.00). Said payment will be paid annually within thirty (30) days of each of extension in advance and incur the standard 2 percent (2%) annual increase.

5. **USE; GOVERNMENTAL APPROVALS.** Tenant shall use the Premises for the purpose of installing, operating, repairing, and maintaining a communications facility and incidental uses. Tenant shall have the right to replace, repair, add or otherwise modify its utilities, equipment and/or conduits or



any portion thereof and the frequencies over which the equipment operates. It is understood and agreed that Tenant's ability to use the Premises is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities. Landlord shall cooperate with Tenant in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the proposed use thereof by Tenant.

#### 6. INDEMNIFICATION AND LIMITATION OF LIABILITY.

a. Subject to Paragraph 7 below and to the extent allowed by applicable law, ~~each Party~~ Tenant shall indemnify and hold the ~~other Landlord~~ harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the ~~indemnifying Party~~ Tenant, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the ~~other Party~~ Tenant, or its employees, contractors or agents. Landlord shall indemnify Tenant to the extent allowed under Chapter 768.28 of the Florida Statutes.

b. Except to the extent allowed by applicable law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

#### 7. INSURANCE.

a. To the extent allowed by applicable law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. Tenant will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Tenant shall name the Landlord as an additional insured and provide the Landlord with a certificate of insurance evidencing such.

8. TERMINATION. Notwithstanding anything to the contrary contained herein, provided Tenant is not in default hereunder beyond applicable notice and cure periods, Tenant shall have the right to terminate the Agreement providing two (2) months prior written notice to Landlord.

9. INTERFERENCE. Tenant's communications facility will not cause measurable interference to Landlord's or any other tenants of the Property's equipment that is operating on the Property prior to the Effective Date, such measurable interference to be determined in accordance with then existing industry standards. If Tenant's equipment causes measurable interference, Landlord will notify Tenant in writing, and Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Landlord be entitled to terminate the Agreement or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue. Landlord agrees that Landlord and/or any other tenants of the Property who currently have or in the future take possession of the Property will not install or operate equipment that causes measurable interference to Tenant's then existing communications facility. The Parties acknowledge that there will not be an



adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

10. REMOVAL AT END OF TERM. Tenant shall, within thirty (30) days after the expiration of this Agreement, remove its communications equipment and all personal property and restore the Premises to its original condition immediately prior to Tenant installation, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that all of Tenant's communications equipment and personal property shall remain Tenant's personal property, and Tenant shall have the right to remove the same at any time during the Term.

11. WAIVER OF LANDLORD'S LIEN RIGHTS. Landlord expressly waives, releases and negates any and all liens and security interests (constitutional, statutory, contractual or otherwise) to which Landlord might now or hereafter be entitled on all communications equipment, trade fixtures, or other personal property or assets which Tenant may place or permit to be placed in or about the Premises. In connection with such waiver, Landlord agrees to enter into any such bona fide lien holder's commercially reasonable form to acknowledge such waiver and Tenant will reimburse Landlord for all reasonable attorneys' fees Landlord incurs in connection with such agreement. Such amounts shall be due and payable within thirty (30) days of Landlord's written demand therefor.

12. RIGHTS UPON SALE. If Landlord, sells or transfers the Property during the Term of the Agreement, such sale or transfer of interest will be under and subject to the Agreement and any such purchaser or transferee shall recognize Tenant's rights hereunder the terms of the Agreement.

13. QUIET ENJOYMENT AND REPRESENTATIONS. Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Landlord represents and warrants to Tenant as of the date of the Agreement, and covenants during the Term that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute the Agreement. Landlord further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Landlord's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Tenant as set forth above.

14. ASSIGNMENT AND SUBLETTING. ~~Provided no default has occurred and is continuing, Tenant shall have the right to assign, hypothecate, mortgage, and/or sublease all or any portion of this Agreement, the Premises, and/or any and all rights appurtenant thereto. Notwithstanding the foregoing, Tenant shall have the right to assign this Agreement without prior consent to an Affiliate. For purposes of this Section 14, an Affiliate is defined as a corporation or entity which (i) directly or indirectly (through one or more subsidiaries) controls Tenant; (ii) is controlled directly or indirectly (through one or more subsidiaries) by Tenant; or (iii) is under the common control, directly or indirectly (through one or more subsidiaries) with Tenant by the same parent corporation or entity.~~ Upon an assignment to an assignee who assumes all obligations and duties under this Agreement, Landlord will release Tenant from any and all liability under the Agreement from the effective date of the assignment. In addition, Tenant shall have the right to sublease its Premises to Federated Wireless, Inc., a Delaware corporation.

15. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LANDLORD: \_\_\_\_\_

Post Office Box 620, Perry, Florida 32348



TENANT: NextEdge Networks, LLC  
240 Stockton Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94108  
Attn: Network Operations

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16. RECORDING. At Tenant's request, Landlord agrees to execute a memorandum of agreement which Tenant may record with the appropriate recording officer. The date set forth in the memorandum is for recording purposes only and bears no reference to commencement of the Term.

17. DEFAULT AND REMEDIES. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to perform a defaulting Party's duty or obligation on the defaulting Party's behalf, or may terminate this Agreement immediately on written notice, if the defaulting Party fails to perform any covenant or commits a material breach of this Agreement and fails to diligently pursue a cure to its completion after thirty (30) days' written notice specifying such failure or performance or default, or after five (5) days' written notice if Landlord fails to perform any covenant that interferes with Tenant's ability to operate its communication facility. Any costs and expenses incurred by the non-defaulting Party related to performing the defaulting Party's duty or obligation shall be due and payable by the defaulting Party upon invoice submitted by the non-defaulting Party.

18. CASUALTY. If damage by fire or other casualty to the Building or Premises impact Tenant's use of the Premises, Landlord will use best efforts to relocate Tenant temporarily to avoid disruption of Tenant's ability to operate its communication facility. If the damage or other casualty cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may, at any time following such fire or other casualty, terminate the Agreement upon fifteen (15) days prior written notice to Landlord.

19. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the Landlord and the Tenant regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Landlord or the Tenant in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules of Florida and any litigation shall be exclusively in Taylor County, Florida.

[The Remainder of this Page is intentionally Left Blank; Signature Page to Follow]



IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

\_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

NextEdge Networks, LLC,  
A Delaware limited liability company

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

Its: CEO

Name: Doug Wiest

Date: \_\_\_\_\_



# Exhibit A Page 1

## Premises

MAP SCALE: N.T.S. 1

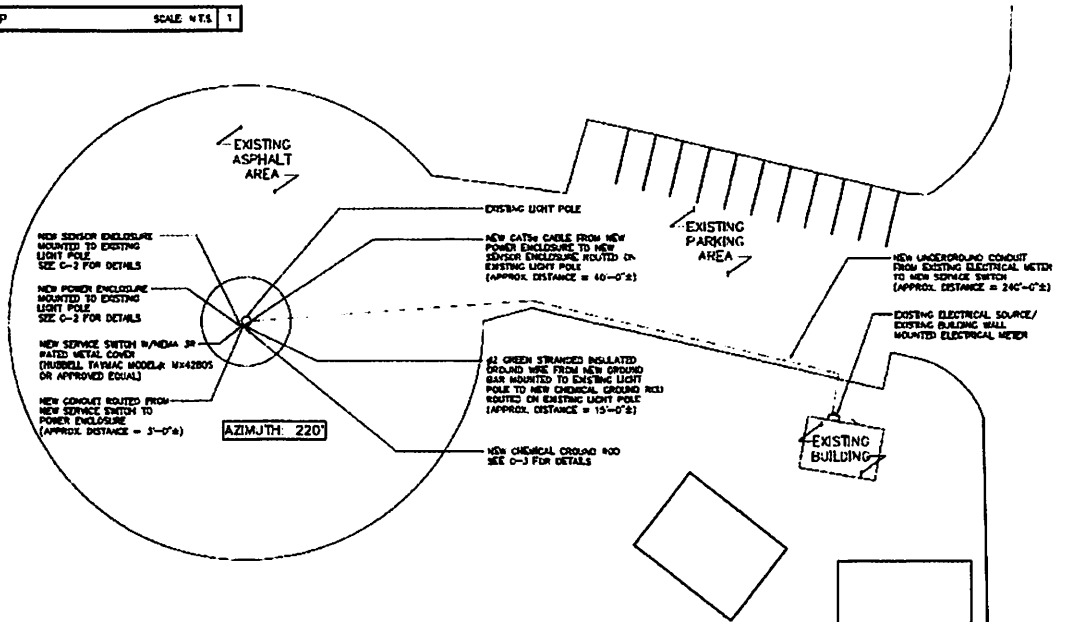




Exhibit A Page 1

Premises

