

SUGGESTED AGENDA

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

**MONDAY, JULY 2, 2018
6:00 P.M.**

**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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND THE TAYLOR COUNTY CODE OF ORDINANCES TO REPEAL AND REPLACE ARTICLE XI FLOOD DAMAGE PREVENTION OF CHAPTER 42 OF THE LAND DEVELOPMENT CODE.

CONSENT ITEMS:

5. APPROVAL OF MINUTES OF MAY 27, JUNE 4 AND 14, 2018.

6. EXAMINATION AND APPROVAL OF INVOICES.

CONSTITUTIONAL OFFICERS AND OTHER GOVERNMENTAL ENTITIES:

7. THE BOARD TO CONSIDER APPROVAL OF DRAFT EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT AND TO DISCUSS FUNDING OF THE EMERGENCY MANAGEMENT GRANT LOCAL MATCH.
8. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER OF \$50,000 FROM GENERAL FUND RESERVE FOR CONTINGENCY, FOR INMATE MEDICAL EXPENSES, AS AGENDAED BY LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

NONE

COUNTY STAFF ITEMS:

9. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER \$16,500 FROM GENERAL FUND RESERVE FOR CONTINGENCY, FOR UTILITY EXPENSES AT FOREST CAPITAL HALL, AS AGENDAED BY CLAY OLSON, COUNTY EXTENSION DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION (FAA) REQUESTING FUNDING ASSISTANCE FOR THE UPGRADE AIRFIELD LIGHTING PROJECT AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
11. THE BOARD TO CONSIDER APPROVAL OF BID AWARD FOR AIRFIELD LIGHTING PROJECT AT THE PERRY-FOLEY AIRPORT, TO TCA ELECTRICAL CONTRACTORS, INC., AS AGENDAED BY THE GRANTS DIRECTOR.
12. THE BOARD TO CONSIDER APPROVAL OF TASK ORDER NO. 8 WITH AVCON, INC., FOR THE DESIGN, ENGINEERING AND CONSTRUCTION MANAGEMENT TO UPGRADE THE AIRFIELD LIGHTING AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
13. THE BOARD TO CONSIDER APPROVAL OF DRAFT BID DOCUMENTS AND ADVERTISEMENT FOR THE LEASING OF APPROXIMATELY 296 ACRES OF LAND NEAR HAMPTON SPRINGS PARK.

COUNTY ATTORNEY ITEMS:

NONE

GENERAL BUSINESS:

14. THE BOARD TO CONSIDER A REQUEST TO NAME THE ROCKY CREEK BRIDGE AFTER WORLD WAR II VETERAN NORMAN E. HOLT, AS AGENDAED BY COMMISSIONER PAGE.

COUNTY ADMINISTRATOR ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF DRAFT SHADY GROVE COMMUNITY CENTER RENTAL AGREEMENT, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.
16. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
17. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
18. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 6, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing for the 1st reading of an ordinance amending the flood plain regulations in Chapter 42 of the Code of Ordinances.

MEETING DATE REQUESTED:

July 2, 2018

Statement of Issue: Approval to move forward with final public hearing

Fiscal Impact:

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Building Department staff was contacted by a representative of the State Department of Emergency Management and told that our flood ordinance was in need of an update due to changes in the Florida Building Code and the fact that our ordinance has not been updated since 2009. We were subsequently contacted by Rebecca Quinn who contracts with the Department who offered to update our ordinance at no charge. Rebecca completed the update and the Board approved the holding of public hearings to consider adoption of the ordinance. The ordinance is intended to only require the minimum flood plain requirements found in the Code of Federal Regulations.

Options: 1. Hold public hearing

Attachments: 1. Copy of ordinance

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

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida, will hold a public hearing on the passage of the proposed Ordinance amending the Taylor County Code of Ordinances to Repeal and Replace Article XI Flood Damage Prevention of Chapter 42 of the Land Development, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting July 2, 2018, at 6:00 p.m. The title of the proposed ordinance is:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY AMENDING THE TAYLOR COUNTY CODE OF ORDINANCES TO REPEAL AND REPLACE ARTICLE XI FLOOD DAMAGE PREVENTION OF CHAPTER 42 OF THE LAND DEVELOPMENT, TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY, SEVERABILITY, AND AN EFFECTIVE DATE.

This will be the first hearing.

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

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

DATED this 20th day of June, 2018,
by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

6/20

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY AMENDING THE TAYLOR COUNTY CODE OF ORDINANCES TO REPEAL AND REPLACE ARTICLE XI FLOOD DAMAGE PREVENTION OF CHAPTER 42 OF THE LAND DEVELOPMENT; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

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

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of Taylor County and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the Taylor County was accepted for participation in the National Flood Insurance Program on November 16, 1983 and the Board of County Commissioners desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, the Board of County Commissioners has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Taylor County that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

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

SECTION 2. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s):

ARTICLE XI. – FLOOD DAMAGE PREVENTION

DIVISION 1. - DEFINITIONS

Sec. 42-966. – Definitions.

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

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

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

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

Base flood means a flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

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

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

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

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

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year;
- or

- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

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

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

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

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

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

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

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

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

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

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

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

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

Flood Insurance Study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

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

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

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

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

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

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

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

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

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

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

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

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

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

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

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

Manufactured home means a structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 18C-1.0101, F.A.C.]

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

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

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

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

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

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

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

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

Special flood hazard area means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

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

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

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

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

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

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

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

Secs. 42-967—42-980. - Reserved.

DIVISION 2. – SCOPE AND ADMINISTRATION

Sec. 42-981. – Scope; general.

(1) **Title.** These regulations shall be known as the *Flood Damage Prevention Ordinance* of Taylor County, hereinafter referred to as "this article."

(2) **Scope.** The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(3) Intent. The purposes of this article and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (a) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (b) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (c) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (d) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (e) Minimize damage to public and private facilities and utilities;
- (f) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (g) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (h) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

(4) Coordination with the *Florida Building Code*. This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

(5) Warning. The degree of flood protection required by this article and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

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

Sec. 42-982. – Applicability.

(1) General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(2) Areas to which this article applies. This article shall apply to all flood hazard areas within the Taylor County, as established in Section 420982(3) of this article.

(3) Basis for establishing flood hazard areas. The Flood Insurance Study for Taylor County, Florida and Incorporated Areas dated May 4, 2009, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Department of Building & Planning, 201 East Green Street, Perry, FL.

(4) Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 42-985 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (a) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the *Florida Building Code*.
- (b) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(5) Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.

(6) Abrogation and greater restrictions. This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.

(7) Interpretation. In the interpretation and application of this article, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 42-983. – Duties and powers of the Floodplain Administrator.

(1) Designation. The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

(2) General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 42-987 of this article.

(3) Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (a) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (b) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
- (c) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (d) Provide available flood elevation and flood hazard information;
- (e) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (f) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (g) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
- (h) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

(4) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (d) Review required design certifications and documentation of elevations specified by this article and the *Florida Building Code* to determine that such certifications and documentations are complete;
- (e) Notify the Federal Emergency Management Agency when the corporate boundaries of Taylor County are modified; and
- (f) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

(9) Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at Department of Building & Planning, 201 East Green Street, Perry, FL.

Sec. 42-984. – Permits.

(1) Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

(2) Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(3) Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall

be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this article:

- (a) Railroads and ancillary facilities associated with the railroad.
- (b) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (c) Temporary buildings or sheds used exclusively for construction purposes.
- (d) Mobile or modular structures used as temporary offices.
- (e) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (f) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (g) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (h) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (i) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

(4) Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

- (a) Identify and describe the development to be covered by the permit or approval.
- (b) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (c) Indicate the use and occupancy for which the proposed development is intended.
- (d) Be accompanied by a site plan or construction documents as specified in Section 42-985 of this article.
- (e) State the valuation of the proposed work.
- (f) Be signed by the applicant or the applicant's authorized agent.
- (g) Give such other data and information as required by the Floodplain Administrator.

(5) Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and

information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

(6) Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(7) Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.

(8) Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (a) The Suwannee River Water Management District; section 373.036, F.S.
- (b) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (c) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (d) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (e) Federal permits and approvals.

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

(1) Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:

- (a) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (b) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 42-985(2) or (3) of this article.
- (c) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 42-985(1) of this article.
- (d) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

- (e) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (f) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (g) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- (h) Existing and proposed alignment of any proposed alteration of a watercourse.

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

(2) Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (b) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (c) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - (i) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - (ii) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (d) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(3) Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (a) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 42-985(4) of this article and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
 - (b) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
 - (c) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 42-985(4) of this article.
 - (d) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.
- (4) Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 42-986. – Inspections.

- (1) General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (2) Development other than buildings and structures.** The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (3) Buildings, structures and facilities exempt from the *Florida Building Code*.** The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this article is required.

(5) Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 42-987 of this article.

(6) Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

(7) Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 42-986 of this article for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(8) Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

- (a) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 42-983(4) of this article;
- (b) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (c) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

(4) Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (a) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (b) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 42-985(2)(c)(ii) of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(5) Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 42-986(4) of this article.

(6) Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Sec. 42-987. – Variances and appeals.

(1) General. The Appeal Board, as established by the Board of County Commissioners shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to section 553.73(5), F.S., the Appeal Board shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*. This section does not apply to Section 3109 of the *Florida Building Code, Building*.

(2) Appeals. The Appeal Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(3) Limitations on authority to grant variances. The Appeal Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 42-987(7) of this article, the conditions of issuance set forth in Section 42-987(8) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Appeal Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

(4) Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 42-985(3) of this article.

(5) Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(6) Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance meets the requirements of Section 42-987(4), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(7) Considerations for issuance of variances. In reviewing requests for variances, the Appeal Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this article, and the following:

- (a) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (b) The danger to life and property due to flooding or erosion damage;
- (c) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (d) The importance of the services provided by the proposed development to the community;
- (e) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (f) The compatibility of the proposed development with existing and anticipated development;
- (g) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (h) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (i) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(8) Conditions for issuance of variances. Variances shall be issued only upon:

- (a) Submission by the applicant, of a showing of good and sufficient cause that the unique

characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

(b) Determination by the Appeal Board that:

- (i) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;**
 - (ii) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and**
 - (iii) The variance is the minimum necessary, considering the flood hazard, to afford relief;**
- (c) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and**
- (d) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.**

Sec. 42-988. – Violations.

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

(2) Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(3) Unlawful continuance; penalties. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Secs. 42-989—42-1000. - Reserved.

ARTICLE 3. - FLOOD RESISTANT DEVELOPMENT

Sec. 42-1001. – Buildings and structures.

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

Sec. 42-1002. – Subdivisions.

(1) Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (a) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (b) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (c) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(2) Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (a) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (b) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 42-985(2)(a) of this article; and
- (c) Compliance with the site improvement and utilities requirements of Section 42-1003 of this article.

Sec. 42-1003. – Site Improvements, utilities and limitations.

(1) Minimum requirements. All proposed new development shall be reviewed to determine that:

- (a) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (b) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

- (c) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(2) Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(3) Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(4) Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 42-985(3)(a) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(5) Limitations on encroachments in flood hazard areas without base flood elevations. No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to one times the width of the stream at the top of the bank or 25 feet each side from the top of the bank, whichever is greater, unless an analysis equivalent to the analysis specified in Section 42-985(3)(b) demonstrates that such encroachment does not increase the base flood elevation by more than one (1) foot.

(6) Limitations on placement of fill. Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

(7) Limitations on sites in coastal high hazard areas (Zone V). In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 42-985(3)(d) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 42-1007(8)(c) of this article.

Sec. 42-1004. – Manufactured homes.

(1) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 18C-1, F.A.C. and the requirements of this article.

(2) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(a) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential Section R322.2* and this article. Foundations for manufactured homes subject to Section 42-1004(6) of this article are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

(b) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential Section R322.3* and this article.

(3) Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(4) Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 42-1004(5) or (6) of this article, as applicable.

(5) General elevation requirement. Unless subject to the requirements of Section 42-1004(6) of this article, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the base flood elevation.

(6) Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 42-1004(5) of this article, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the bottom of the frame is at or above the base flood elevation or the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

(7) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential Section R322.2* or *R322.3* for such enclosed areas, as applicable to the flood hazard area.

(8) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential Section R322*, as applicable to the flood hazard area.

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

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

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

Sec. 42-1006. – Tanks.

(1) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(2) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 42-1006(3) of this article shall:

(a) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(b) Not be permitted in coastal high hazard areas (Zone V).

(3) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(4) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(a) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(b) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 42-1007. – Other development.

(1) General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the *Florida Building Code*, shall:

(a) Be located and constructed to minimize flood damage;

- (b) Meet the limitations of Section 42-1003(4) of this article if located in a regulated floodway;
- (c) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (d) Be constructed of flood damage-resistant materials; and
- (e) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(2) Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 42-1003(4) of this article.

(3) Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 42-1003(4) of this article.

(4) Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 42-1003(4) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 42-985(3)(c) of this article.

(5) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (a) Structurally independent of the foundation system of the building or structure;
- (b) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (c) Have a maximum slab thickness of not more than four (4) inches.

(6) Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (a) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

- (b) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (c) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (d) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(7) Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (a) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (b) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (c) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(8) Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:

- (a) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (b) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (c) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology

and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 3. APPLICABILITY.

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

SECTION 4. INCLUSION INTO THE CODE OF ORDINANCES.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

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

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PAM FEAGLE, Chairperson

ATTEST

ANNIE MAE MURPHY,
Clerk of Court

①

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 1986-2013

(850) 884-6113
FAX (850) 884-2433

June 26, 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 E. Green Street
Perry, Florida 32347

Ms. Lawanda Pemberton
County Offices
201 E. Green Street
Perry, Florida 32347

Sheriff Wayne Padgett
Taylor County Sheriff's Department
108 N. Jefferson Street, Suite 103
Perry, Florida 32347

Re: Emergency Management Interlocal Agreement

Dear Folks:

Enclosed please find a re-done Agreement. You will notice that the changes from the previous draft are paragraphs 1, 4 and 5.

Please review same and let me know of any other changes you require.

Lawanda, please see that each Commissioner gets a copy of this letter and the enclosed Agreement.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosure

EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT
BETWEEN TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS AND THE SHERIFF OF TAYLOR COUNTY,
FLORIDA, HONORABLE WAYNE PADGETT

THIS AGREEMENT is made by and between Taylor County, Florida, a political subdivision of the State of Florida, with its office located at 201 East Green Street, Perry, Florida 32347, (hereinafter referred to as the COUNTY), and Sheriff Wayne Padgett, Sheriff of Taylor County, Florida, a County Constitutional Officer of the State of Florida a/k/a Taylor County Sheriff's Department located at 108 N. Jefferson Street, Perry, Florida 32347, (hereinafter referred to as the SHERIFF).

WHEREAS, the COUNTY desires to transfer and the SHERIFF agrees to accept the job, duties, functions and equipment of the Taylor County Division of Emergency Management.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained to be complied with by the COUNTY and the SHERIFF, both parties hereto contract and agree as follows, to-wit:

1. The COUNTY agrees to delegate and the SHERIFF agrees to accept the responsibilities and requirements for the job functions and equipment and motor vehicles that are essential to the operation of emergency management. The SHERIFF will be responsible for insurance on said motor vehicles. Such functions and duties include but are not limited to, emergency preparedness and other such related functions as may be agreed to by the COUNTY and the SHERIFF.
2. The COUNTY and the SHERIFF agree that the Taylor County Division of Emergency Management shall operate under the direction of the SHERIFF consistent with Chapter 252, Florida Statutes.
3. The COUNTY and the SHERIFF agree that the Director of Taylor County Division of Emergency Management shall be appointed in accordance with Chapter 252, Florida Statutes.
4. The COUNTY and the SHERIFF agree that the Director of Taylor County Division of Emergency Management shall be Chief Deputy Chuck Mincy and the Assistant Director shall be Kristy Anderson. The director must meet the minimum training and education qualifications established in a job description approved by the COUNTY pursuant to Chapter 252.38 of the Florida Statutes.

5. The COUNTY and the SHERIFF agree that all employees of the Taylor County Division of Emergency Management shall be employees of the SHERIFF and be subject to the SHERIFF's personnel rules and regulations and also entitled to the benefits that the SHERIFF offers.
6. The COUNTY and the SHERIFF agree that the SHERIFF shall assume responsibility as Fiscal Agent for all operating costs associated with the Taylor County Division of Emergency Management.
7. The COUNTY and the SHERIFF agree that the SHERIFF shall be responsible for the submission of all grant documentation and related reimbursement expenses to the State of Florida and/or to the appropriate Federal Agencies in accordance to applicable statutes, rules and regulations.
8. The COUNTY and the SHERIFF agree that this Agreement may be terminated by either party upon sixty (60) days written notice to the other party.
9. The COUNTY and the SHERIFF agree that this Agreement shall commence on _____, 201____, and shall run in perpetuity unless terminated in accordance with #8 above.
10. The COUNTY and the SHERIFF agree that this Agreement shall survive political elections regardless of the makeup of the COUNTY and the SHERIFF.
11. The COUNTY and the SHERIFF agree that to the extent allowed by the Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the SHERIFF from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligence of the COUNTY, its agents, or employees arising out of this Emergency Management Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the SHERIFF for his negligence or breach of contract. To the extent allowed by the Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the SHERIFF hereby agrees to indemnify, defend, save, and hold harmless the COUNTY from all claims, demands, liabilities and suits arising out of, because of and due to any negligent act of the SHERIFF, his agents, or employees arising out of this Emergency Management Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the COUNTY for its negligence or breach of contract or that of its agents or employees.

12. Any notices required under this Agreement shall be to the COUNTY, % Board of County Commissioners, 201 East Green Street, Perry, Florida 32347 and to the SHERIFF, Wayne Padgett, Taylor County Sheriff's Office, 108 North Jefferson Street, Suite 103, Perry, Florida 32347.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this EMERGENCY MANAGEMENT AGREEMENT to be executed, effective this ____ day of _____, 2018.

TAYLOR COUNTY, FLORIDA

TAYLOR COUNTY SHERIFF'S OFFICE

By: _____
Pam Feagle, Chairperson
Board of County Commissioners

BY: _____
Wayne Padgett, Sheriff
Taylor County Sheriff's Office

DATE: _____

DATE: _____

ATTEST:

ANNIE MAE MURPHY
Clerk of the Court
Taylor County, Florida

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF A TRANSFER OF FUNDS FROM GENERAL FUND RESERVES FOR CONTINGENCY TO COVER A SHORTFALL OF FUNDS IN JAIL INMATE MEDICAL EXPENSES.

MEETING DATE REQUESTED:

July 2, 2018

Statement of Issue:

THE BOARD BUDGETED A TOTAL OF \$105,000 FOR INMATE MEDICAL EXPENSE, BUT THE ACCOUNTS HAVE BEEN DEPLETED TO \$13,973 DUE TO INMATE MEDICAL COSTS SINCE THE BEGINNING OF BUDGET YEAR. STAFF RECOMMENDS A \$50,000 TRANSFER FROM CONTINGENCY TO COVER THESE EXPENSES FOR INMATE MEDICAL CARE FOR THE REMAINDER OF THE FISCAL YEAR.

Recommended Action: TRANSFER FUNDS FROM RESERVE FOR CONTINGENCY

Fiscal Impact: \$50,000

Budgeted Expense: No

Submitted By: LaWanda Pemberton, Assistant County Administrator

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: STAFF HAS MONITORED INMATE MEDICAL EXPENSES SINCE LAST FISCAL YEAR AND SPENDING HAS DECREASED. THERE ARE 2 RECENT HOSPITALIZATIONS THAT THE COUNTY WILL BE INVOICED, SO FUNDING IS MOST LIKELY NOT ADEQUATE THROUGH THIS FISCAL YEAR.

Options:

Attachments: EXPENDITURE STATUS REPORT

SUNGARD PENTAMATION, INC.
 DATE: 06/26/2018
 TIME: 15:38:39

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTAI1

SELECTION CRITERIA: expledgr.key_orgn='0200'
 ACCOUNTING PERIOD: 9/18

SORTED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT
 TOTALED ON: FUND, TOTL/DEPT
 PAGE BREAKS ON: FUND, TOTL/DEPT

FUND-001 GENERAL FUND
 FUNCTION-520 PUBLIC SAFETY
 ACTIVITY-523 DETENTION &/OR CORRECTION
 TOTL/DEPT-0200 COUNTY JAIL/INMATE MED.

| ACCOUNT | TITLE | BUDGET | PERIOD EXPENDITURES | ENCUMBRANCES OUTSTANDING | YEAR TO DATE EXP | AVAILABLE BALANCE | YTD/ BUD |
|--------------|-------------------------------|------------|------------------------|-----------------------------|---------------------|----------------------|-------------|
| 53401 | CONTRACTUAL SERVICES | 6,800.00 | .00 | .00 | 1,025.16 | 5,774.84 | 15.08 |
| 54500 | INSURANCE | 34,400.00 | .00 | .00 | 29,670.52 | 4,729.48 | 86.25 |
| 54610 | R&M BUILDINGS & GROUNDS | 9,000.00 | 185.63 | 193.85 | 6,644.39 | 2,161.76 | 75.98 |
| 54620 | R&M EQUIPMENT | 5,800.00 | .00 | 31.43 | 658.57 | 5,110.00 | 11.90 |
| 54940 | INMATE MEDICAL EXPENSE | 60,000.00 | 5,154.42 | 1,403.32 | 51,180.76 | 7,415.92 | 87.64 |
| 54941 | INMATE DRUGS/MEDICATION | 45,000.00 | 3,802.44 | .00 | 38,443.82 | 6,556.18 | 85.43 |
| 55103 | EQUIPMENT < \$1,000 | 2,000.00 | .00 | .00 | 198.47 | 1,801.53 | 9.92 |
| 55202 | SAFETY PRODUCTS/SUPPLIES | 200.00 | .00 | .00 | 14.44 | 185.56 | 7.22 |
| 56400 | CAPITAL OUTLAY-EQUIPMENT | 7,140.00 | .00 | .00 | 7,140.00 | .00 | 100.00 |
| | TOTAL COUNTY JAIL/INMATE MED. | 170,340.00 | 9,142.49 | 1,628.60 | 134,976.13 | 33,735.27 | 80.20 |
| | TOTAL GENERAL FUND | 170,340.00 | 9,142.49 | 1,628.60 | 134,976.13 | 33,735.27 | 80.20 |
| TOTAL REPORT | | 170,340.00 | 9,142.49 | 1,628.60 | 134,976.13 | 33,735.27 | 80.20 |

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Meeting Date:

Statement of Issue: Utilities operations at FCH, Electric, Gas, water, sewer, communications have been more than budgeted.

Recommendation: 5 months city utilities \$2500 , consolidated communications, (\$2000) and Duke Energy (12,000)

Fiscal Impact: \$ 16,500 **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

Submitted By: Clay Olson – County Extension

Contact: 850-838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Cost associated with the computer automation of heating and air conditioning have been more costly than expected or budgeted for – repairs of the ac unit and the operation to maintain humidity control for renovations have exceeded budget.

FairPoint Communications had allowed free internet for educational services which is no longer the case with Consolodated which increased the monthly cost \$250.

Our most expensive heating gas bill was in January (\$1700).along with the impact fees associated with new construction.

SUNGARD PENTAMATION, INC.
 DATE: 06/27/2018
 TIME: 08:59:29

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 4
 AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='0489'
 ACCOUNTING PERIODS: 1/18 THRU 9/18

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
 FD/DEPT - 0489 - FCH-BUILDING & GROUNDS

| ACCOUNT | DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION | CUMULATIVE BALANCE |
|---------|------------------|------|------------|-----------|-------------------------|-----------|--------------|--------------|---------------------------|-----------------------|
| 54100 | COMMUNICATIONS | | (cont'd) | | | | | | | |
| | 10/11/17 | 21-1 | | 56933 | 000112 660 - CONSOLIDAT | | 65.72 | .00 | COUNTY EXTENSION OFFI | |
| | 10/11/17 | 21-1 | | 56933 | 000112 660 - CONSOLIDAT | | 290.65 | .00 | COUNTY EXTENSION OFF | |
| | 11/14/17 | 21-2 | | 57183 | 000112 660 - CONSOLIDAT | | 57.86 | .00 | COUNTY EXTENSION OFFI | |
| | 11/14/17 | 21-2 | | 57183 | 000112 660 - CONSOLIDAT | | 87.53 | .00 | COUNTY EXTENSION | |
| | 11/14/17 | 21-2 | | 57183 | 000112 660 - CONSOLIDAT | | 180.65 | .00 | COUNTY EXTENSION | |
| | 12/14/17 | 21-3 | | 57393 | 000112 660 - CONSOLIDAT | | 91.59 | .00 | COUNTY EXTENSION OFFI | |
| | 12/14/17 | 21-3 | | 57393 | 000112 660 - CONSOLIDAT | | 59.24 | .00 | COUNTY EXTENSION OFFI | |
| | 12/14/17 | 21-3 | | 57393 | 000112 660 - CONSOLIDAT | | 181.31 | .00 | COUNTY EXTENSION | |
| | 12/14/17 | 21-3 | | 57404 | 6281 VERIZON WIRELESS | | 43.76 | .00 | INV#9797289025 | |
| | 01/10/18 | 21-4 | | 57511 | 000112 660 - CONSOLIDAT | | 91.02 | .00 | COUNTY EXTENSION OFFI | |
| | 01/10/18 | 21-4 | | 57511 | 000112 660 - CONSOLIDAT | | 56.52 | .00 | COUNTY EXTENSION OFFI | |
| | 01/10/18 | 21-4 | | 57511 | 000112 660 - CONSOLIDAT | | 297.28 | .00 | COUNTY EXTENSION OFFI | |
| | 01/10/18 | 21-4 | | 57522 | 6281 VERIZON WIRELESS | | 36.51 | .00 | INV#9799091356 | |
| | 02/09/18 | 21-5 | | 57702 | 000112 660 - CONSOLIDAT | | 88.52 | .00 | COUNTY EXTENSION OFFI | |
| | 02/09/18 | 21-5 | | 57702 | 000112 660 - CONSOLIDAT | | 57.23 | .00 | COUNTY EXTENSION OFFI | |
| | 02/09/18 | 21-5 | | 57702 | 000112 660 - CONSOLIDAT | | 297.67 | .00 | COUNTY EXTENSION OFFI | |
| | 02/09/18 | 21-5 | | 57711 | 6281 VERIZON WIRELESS | | -19.91 | .00 | INV#9800893842 | |
| | 03/12/18 | 21-6 | | 57887 | 000112 660 - CONSOLIDAT | | 100.34 | .00 | COUNTY EXT. OFFICE | |
| | 03/12/18 | 21-6 | | 57887 | 000112 660 - CONSOLIDAT | | 66.25 | .00 | COUNTY EXTENSION | |
| | 03/12/18 | 21-6 | | 57887 | 000112 660 - CONSOLIDAT | | 297.86 | .00 | COUNTY EXTENSION | |
| | 04/10/18 | 21-7 | | 58055 | 000112 660 - CONSOLIDAT | | 103.98 | .00 | COUNTY EXTENSION OFFI | |
| | 04/10/18 | 21-7 | | 58055 | 000112 660 - CONSOLIDAT | | 55.26 | .00 | COUNTY EXT. OFFICE | |
| | 04/10/18 | 21-7 | | 58055 | 000112 660 - CONSOLIDAT | | 296.70 | .00 | COUNTY EXT OFFICE | |
| | 05/17/18 | 21-8 | | 58282 | 000112 660 - CONSOLIDAT | | 91.15 | .00 | COUNTY EXTENSION OFFI | |
| | 05/17/18 | 21-8 | | 58282 | 000112 660 - CONSOLIDAT | | 60.88 | .00 | COUNTY EXT. OFFICE | |
| | 05/17/18 | 21-8 | | 58282 | 000112 660 - CONSOLIDAT | | 181.19 | .00 | COUNTY EXT.OFFICE | |
| | 05/22/18 | 21-8 | | 58369 | 6281 VERIZON WIRELESS | | 55.84 | .00 | INV#9806407989 | |
| | 06/12/18 | 21-9 | | 58496 | 6281 VERIZON WIRELESS | | 36.50 | .00 | INV#9808263358 | |
| | 06/12/18 | 21-9 | | 58487 | 000112 660 - CONSOLIDAT | | 71.48 | .00 | COUNTY EXT. OFFICE | |
| | 06/12/18 | 21-9 | | 58487 | 000112 660 - CONSOLIDAT | | 97.44 | .00 | COUNTY EXT. OFFICE | |
| TOTAL | COMMUNICATIONS | | | | | 3,600.00 | 3,564.48 | .00 | | 35.52 |
| 54300 | UTILITY SERVICES | | | | | .00 | .00 | .00 | BEGINNING BALANCE | |
| | 10/01/17 | 11-1 | | | | 16,000.00 | | .00 | POSTED FROM BUDGET SYSTEM | |
| | 11/06/17 | 21-2 | | 57094 | 000110 DUKE ENERGY FLOR | | 11.89 | .00 | 203FOREST PK,ANNOUNCE | |
| | 11/06/17 | 21-2 | | 57094 | 000110 DUKE ENERGY FLOR | | 2,820.31 | .00 | 203 FOREST PARK DR | |
| | 11/14/17 | 21-2 | | 57185 | 000063 CITY OF PERRY | | 29.36 | .00 | 203 FOREST PARK DR | |
| | 11/14/17 | 21-2 | | 57185 | 000063 CITY OF PERRY | | 48.51 | .00 | 203 FOREST PARK DR | |

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
 DATE: 06/27/2018
 TIME: 08:59:29

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 5
 AUDIT21

SELECTION CRITERIA: expdedgr.key_orgn='0489'
 ACCOUNTING PERIODS: 1/18 THRU 9/18

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
 FD/DEPT - 0489 - FCH-BUILDING & GROUNDS

| ACCOUNT DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION | CUMULATIVE BALANCE |
|-----------------|------------------|------------|-----------|-------------------------|--------|--------------|--------------|-----------------------|-----------------------|
| 54300 | UTILITY SERVICES | | (cont'd) | | | | | | |
| 11/14/17 | 21-2 | | 57185 | 000063 CITY OF PERRY | | 14.75 | .00 | 800 W.ASH-IRRIGATION | |
| 12/14/17 | 21-3 | | 57397 | 000063 CITY OF PERRY | | 64.13 | .00 | 203 FOREST PARK DR | |
| 12/14/17 | 21-3 | | 57397 | 000063 CITY OF PERRY | | 30.64 | .00 | 203 FOREST PARK DR | |
| 12/14/17 | 21-3 | | 57397 | 000063 CITY OF PERRY | | 27.50 | .00 | 203 FOREST PK/ARENA | |
| 12/14/17 | 21-3 | | 57397 | 000063 CITY OF PERRY | | 14.75 | .00 | 800 W ASH IRRIGATION | |
| 12/14/17 | 21-3 | | 57397 | 000063 CITY OF PERRY | | 22.91 | .00 | 203 FOREST PARK/ARENA | |
| 12/14/17 | 21-3 | | 57400 | 000110 DUKE ENERGY FLOR | | 11.89 | .00 | ANNOUNCERS TOWER | |
| 12/14/17 | 21-3 | | 57400 | 000110 DUKE ENERGY FLOR | | 1,614.81 | .00 | 203 FOREST PARK DR | |
| 01/10/18 | 21-4 | | 57514 | 000063 CITY OF PERRY | | 44.65 | .00 | 203 FOREST PARK DR | |
| 01/10/18 | 21-4 | | 57514 | 000063 CITY OF PERRY | | 14.75 | .00 | 800 W ASH-IRRIGATION | |
| 01/10/18 | 21-4 | | 57514 | 000063 CITY OF PERRY | | 30.00 | .00 | 203 FOREST PARK DR | |
| 01/10/18 | 21-4 | | 57514 | 000063 CITY OF PERRY | | 42.50 | .00 | 23 FOREST PARK/ARENA | |
| 01/10/18 | 21-4 | | 57516 | 000110 DUKE ENERGY FLOR | | 14.69 | .00 | 203FOREST PK DR*TOWER | |
| 01/10/18 | 21-4 | | 57516 | 000110 DUKE ENERGY FLOR | | 1,373.70 | .00 | 203 FOREST PARK DR | |
| 01/17/18 | 20-4 | | 57514 | 000063 CITY OF PERRY | | -42.50 | .00 | 23 FOREST PARK/ARENA | |
| 01/17/18 | 20-4 | | 57514 | 000063 CITY OF PERRY | | -44.65 | .00 | 203 FOREST PARK DR | |
| 01/17/18 | 20-4 | | 57514 | 000063 CITY OF PERRY | | -14.75 | .00 | 800 W ASH-IRRIGATION | |
| 01/17/18 | 20-4 | | 57514 | 000063 CITY OF PERRY | | -30.00 | .00 | 203 FOREST PARK DR | |
| 01/18/18 | 21-4 | | 57592 | 000063 CITY OF PERRY | | 30.00 | .00 | 203 FOREST PARK DR | |
| 01/18/18 | 21-4 | | 57592 | 000063 CITY OF PERRY | | 44.65 | .00 | 203 FOREST PARK DR | |
| 01/18/18 | 21-4 | | 57592 | 000063 CITY OF PERRY | | 14.75 | .00 | 800 W ASH-IRRIGATION | |
| 01/18/18 | 21-4 | | 57592 | 000063 CITY OF PERRY | | 42.50 | .00 | 203 FOREST PK/ARENA | |
| 02/05/18 | 21-5 | | 57636 | 000110 DUKE ENERGY FLOR | | 16.69 | .00 | 203 FOREST PARK TOWER | |
| 02/05/18 | 21-5 | | 57636 | 000110 DUKE ENERGY FLOR | | 1,658.19 | .00 | 203 FOREST PARK | |
| 02/09/18 | 21-5 | | 57704 | 000063 CITY OF PERRY | | 22.91 | .00 | 203 FOREST PK/ARENA | |
| 02/20/18 | 21-5 | | 57739 | 000063 CITY OF PERRY | | 15.26 | .00 | 800 W ASH IRRIGATION | |
| 02/20/18 | 21-5 | | 57739 | 000063 CITY OF PERRY | | 136.36 | .00 | 203 FOREST PARK DR | |
| 02/20/18 | 21-5 | | 57739 | 000063 CITY OF PERRY | | 116.11 | .00 | 203 FORST PARK DR | |
| 03/12/18 | 21-6 | | 57888 | 000063 CITY OF PERRY | | 16.28 | .00 | 800 W ASH-IRRIGATION | |
| 03/12/18 | 21-6 | | 57888 | 000063 CITY OF PERRY | | 29.36 | .00 | 203 FOREST PARK DRIVE | |
| 03/12/18 | 21-6 | | 57888 | 000063 CITY OF PERRY | | 1,786.22 | .00 | 203 FOREST PARK DR | |
| 03/12/18 | 21-6 | | 57888 | 000063 CITY OF PERRY | | 41.03 | .00 | 203 FOREST PARK | |
| 03/12/18 | 21-6 | | 57889 | 000110 DUKE ENERGY FLOR | | 11.97 | .00 | ANOUNCERS TOWER | |
| 03/12/18 | 21-6 | | 57889 | 000110 DUKE ENERGY FLOR | | 2,650.77 | .00 | 203 FOREST PARK | |
| 04/10/18 | 21-7 | | 58058 | 000063 CITY OF PERRY | | 14.75 | .00 | 800 W ASH IRRIGATION | |
| 04/10/18 | 21-7 | | 58058 | 000063 CITY OF PERRY | | 36.38 | .00 | 203 FOREST PARK DRIVE | |
| 04/10/18 | 21-7 | | 58058 | 000063 CITY OF PERRY | | 31.14 | .00 | 203 FOREST PARK/ARENA | |
| 04/10/18 | 21-7 | | 58061 | 000110 DUKE ENERGY FLOR | | 2,388.36 | .00 | 203 FOREST PARK DR | |
| 05/07/18 | 21-8 | | 58200 | 000110 DUKE ENERGY FLOR | | 11.97 | .00 | ANOUNCERS TOWER | |

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: expldgr.key_orgn='0489'
ACCOUNTING PERIODS: 1/18 THRU 9/18

PAGE NUMBER: 6
AUDIT21

FUND - 001 - GENERAL FUND
FD/DEPT - 0489 - FCH-BUILDING & GROUNDS

| ACCOUNT DATE | T/C | ENCUMBRANC | REFERENCE | VENDOR | BUDGET | EXPENDITURES | ENCUMBRANCES | DESCRIPTION | CUMULATIVE BALANCE |
|--------------|-------------------------|-------------|-----------|-------------------------|-----------|--------------|--------------|---------------------------|--------------------|
| 54300 | UTILITY SERVICES | | (cont'd) | | | | | | |
| 05/09/18 | 17-8 | 20181341-01 | | 5026 DAVE GIBSON & AS | | | 125.00 | INSPECTION OF CHAIR LIFT | |
| 05/11/18 | 21-8 | | 58270 | 000063 CITY OF PERRY | 14.75 | | .00 | 800 W ASH IRRIGATION | |
| 05/11/18 | 21-8 | | 58270 | 000063 CITY OF PERRY | 50.57 | | .00 | 203 FOREST PARK ARENA | |
| 05/17/18 | 21-8 | | 58283 | 000063 CITY OF PERRY | 48.56 | | .00 | 203 FOREST PARK | |
| 06/04/18 | 21-9 | | 58414 | 000110 DUKE ENERGY FLOR | 1,934.13 | | .00 | 203 FOREST PARK DRIVE | |
| 06/04/18 | 21-9 | | 58401 | 000063 CITY OF PERRY | 1,409.47 | | .00 | 203 FOREST PARK DR | |
| 06/05/18 | 25-9 | | 20180231 | | 7,000.00 | | | UTILITY BILLS TO BE PAID | |
| 06/12/18 | 21-9 | | 58491 | 000110 DUKE ENERGY FLOR | 2,719.56 | | .00 | 203 FOREST PARK | |
| 06/12/18 | 21-9 | | 58489 | 000063 CITY OF PERRY | 43.15 | | .00 | 203 FOREST PARK/ARENA | |
| 06/12/18 | 21-9 | | 58491 | 000110 DUKE ENERGY FLOR | 11.97 | | .00 | ANOUNCERS TOWER-MAY | |
| 06/19/18 | 21-9 | | 58531 | 000110 DUKE ENERGY FLOR | 11.97 | | .00 | ANNOUNCERS TOWER | |
| 06/19/18 | 21-9 | | 58574 | 000860 THE ROACH COACH, | 57.50 | | .00 | TAYLOR EXTENSION OFFI | |
| 06/26/18 | 25-9 | | 20180263 | | 7,563.00 | | | UTILITY SERVICES | |
| 06/26/18 | 21-9 | | 58582 | 000063 CITY OF PERRY | 44.03 | | .00 | 203 FOREST PARK DR | |
| 06/26/18 | 21-9 | | 58582 | 000063 CITY OF PERRY | 14.75 | | .00 | 800 W ASH-IRRIGATION | |
| 06/26/18 | 21-9 | | 58582 | 000063 CITY OF PERRY | 6,215.95 | | .00 | 203 FOREST PARK DRIVE | |
| 06/26/18 | 21-9 | | 58582 | 000063 CITY OF PERRY | 2,093.46 | | .00 | SEWER OCT'15-DEC'17 | |
| TOTAL | UTILITY SERVICES | | | | 30,563.00 | 29,885.31 | 125.00 | | 552.69 |
| 54500 | INSURANCE | | | | .00 | .00 | .00 | BEGINNING BALANCE | |
| 10/01/17 | 11-1 | | | | 3,000.00 | | .00 | POSTED FROM BUDGET SYSTEM | |
| 04/06/18 | 19-7 | | 20180319 | | | 2,504.00 | | PROPERTY INS PREM '18FY | |
| TOTAL | INSURANCE | | | | 3,000.00 | 2,504.00 | .00 | | 496.00 |
| 54610 | R&M BUILDINGS & GROUNDS | | | | .00 | .00 | .00 | BEGINNING BALANCE | |
| 10/01/17 | 11-1 | | | | 8,315.00 | | | POSTED FROM BUDGET SYSTEM | |
| 10/04/17 | 17-1 | 20180039-01 | | 6950 STUDBILL'S OF P | | | 32.00 | KEYS FOR BUILDING | |
| 10/09/17 | 17-1 | 20180061-01 | | 6103 ENGINEERED COOLI | | | 482.50 | AC OR HEATER NOT WORKING | |
| 10/24/17 | 17-1 | 20180177-01 | | 5487 PADGETT LAWN CAR | | | 1,500.00 | REMOVAL OF 2 DEAD TREES A | |
| 10/30/17 | 17-1 | 20180199-01 | | 001407 RAGANS ACE HARDW | | | 31.96 | BACKFLOW TESTER VALVE | |
| 10/30/17 | 17-1 | 20180199-99 | | 001407 RAGANS ACE HARDW | | | 9.50 | ESTIMATED SHIPPING/HANDLI | |
| 10/31/17 | 17-1 | 20180208-01 | | 6950 STUDBILL'S OF P | | | 12.00 | 6 KEYS MADE FOR EXTENSION | |
| 11/06/17 | 21-2 | 20180039-01 | 57155 | 6950 STUDBILL'S OF P | 31.84 | | -32.00 | KEYS FOR BUILDING | |
| 11/06/17 | 21-2 | 20180061-01 | 57096 | 6103 ENGINEERED COOLI | 482.50 | | -482.50 | AC OR HEATER NOT WORKING | |
| 11/06/17 | 21-2 | 20180208-01 | 57155 | 6950 STUDBILL'S OF P | 11.94 | | -12.00 | 6 KEYS MADE FOR EXTENSION | |
| 11/20/17 | 21-2 | 20180177-01 | 57257 | 5487 PADGETT LAWN CAR | 1,500.00 | | -1,500.00 | REMOVAL OF 2 DEAD TREES A | |
| 11/20/17 | 21-2 | 20180199-01 | 57265 | 001407 RAGANS ACE HARDW | 31.96 | | -31.96 | BACKFLOW TESTER VALVE | |

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve grant application and required support documents to the Federal Aviation Administration (FAA) requesting funding assistance for the Upgrade Airfield Lighting project at Perry Foley Airport.

MEETING DATE REQUESTED:

July 2, 2018

Statement of Issue: Board to review and approve grant application and required support documents to FAA in the amount of \$384,099.75 for the Upgrade Airfield Lighting project at Perry Foley Airport.

Recommended Action: Approve grant application to FAA

Fiscal Impact: The County is requesting funding assistance from FAA in the amount of \$384,099.75. The County has already executed a grant agreement in the amount of \$33,934.75 from FDOT Aviation and the County will be providing a match of \$8,734 (as per the land settlement agreement) for a total project cost of \$426,777.50

Budgeted Expense: Y/N Yes, a budget has been prepared for FY 2018-2019 for the County match of \$8,734.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received bids at the June 19, 2018 meeting for the project with the low bidder being TCA Electrical Contractors in the amount of \$396,847.50. The engineering and project management costs with AVC"ON, Inc. are \$29,930. The existing airfield lighting system dates back to the 1940's and is in critical need of rehabilitation. The project also includes upgrades to the directional beacon .

, Attachments: Application for Federal Assistance SF-424 to FAA and required grant application support documents



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

June 22, 2018

Mrs. Chastity Clark
Program Manager
Federal Aviation Administration
Orlando Airports District Office
5950 Hazeltine National Drive, Suite 400
Orlando, FL 32822

Subject: Perry Foley Airport; Perry, Florida
FY 2018 Airport Improvement Program
Application – Upgrade Airfield Lighting

Dear Mrs. Clark,

Enclosed please find the 2018 Airport Improvement Program grant application for the following project at Perry Foley Airport:

1. Upgrade Airfield Lighting

The following items are enclosed for the above referenced project in the grant application:

- ✓ Grant Application Documents Checklist
- ✓ Standard Form 424 – Application for Federal Assistance
- ✓ Project Approval Information, Budget Information, Program Narrative
- ✓ Project Specific Checklist
- ✓ Project Cost Breakdown
- ✓ Project Sketch – One for each or one drawing with all projects
- ✓ Individual Project Schedule
- ✓ Environmental Determination Documentation for each project
- ✓ The Exhibit "A" updated March, 2017, filed with AIP Project 3-12-0052-013-2014, is incorporated herein by reference.

The following items are enclosed to supplement the above grant application:

- ✓ Bid Tabulations and Recommendation for Award
- ✓ Airport Sponsor Certifications

Based on the amount requested in our pre-application dated November 6, 2017, we are requesting \$384,099.75 to cover actual bid amounts.

Sincerely,

Pam Feagle
Taylor County Board of Commissioners - Chairperson

GRANT APPLICATION DOCUMENTS CHECKLIST

| LAND ACQUISITION | PLANNING | DESIGN | CONSTRUCTION /EQUIPMENT | Description of Document / Form / Certification, etc. (● means the document/form/certification is needed for the application) |
|---------------------|----------|--------|----------------------------|---|
| ● | ● | ● | ● | Sponsor's cover letter. |
| ● | ● | ● | ● | Request of "Letter of Credit" method of payment should be included in cover letter. |
| ● | ● | ● | ● | Application Standard Form (SF) 424 included. |
| ● | ● | ● | ● | Application SF 424 is properly signed and dated . |
| ● | ● | ● | ● | Application SF 424 funding percentages (%) are correct. |
| ● | ● | ● | ● | SF 424 funding is the same as initially programmed or if the funding is different, the new amount has been discussed with and/or approved by a supervisor. |
| ● | ● | ● | ● | SF 424 includes DUN # and TAX ID #. |
| ● | ● | ● | ● | Other application pages/forms: Page 2 – Part II, Project Approval Information, Section A |
| ● | ● | ● | ● | Page 3a – Part II, Section C |
| ● | ● | ● | ● | Page 3b – Part II, Section C (continued) |
| ● | ● | ● | ● | Page 4 – Part III, Budget Information – Construction (FAA Form 5100-100) |
| ● | ● | ● | ● | Page 5 – Section C – Exclusions (FAA Form 5100-100) |
| ● | ● | ● | ● | Page 6 – Part IV, Program Narrative (FAA Form 5100-100) |
| ● | ● | ● | ● | Detail Project(s) Costs breakdown (individual) attached. |
| ● | ● | ● | ● | Project(s) Narrative (individual) attached. |
| ● | ● | ● | ● | Marked project(s) sketch attached. |
| | | ● | ● | All construction work and/or equipment items are included in the approved "Plans and Specifications". |
| ● | | ● | ● | Categorical Exclusions checklist if applicable, or quote appropriate environmental document (Environmental Impact Statement (EIS) or Environmental Assessment (EA)), and the approval document (Record of Decision or FONSI), and the date of approval. |
| ● | | | | Land Acquisition based on land/property appraisals. (performed by certified property appraiser) |
| | | | ● | Construction costs or equipment purchases are based on lowest responsive bidder. <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | ● | Project is "Phase" construction. <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ● | ● | ● | ● | All "Force Account" work <u>REQUIRES PRIOR APPROVAL</u> to the execution of work otherwise it is not eligible. |
| ● | ● | ● | ● | Exhibit "A" – Airport Property Map is attached, or is referenced to the last application/grant that the property map was submitted if there have been no changes since then. When making reference to the map, need date on map. |
| ● | ● | ● | ● | Exhibit "C" – Title Opinion is attached, or is referenced to the last application/grant that the title opinion was submitted if there have been no changes since then. Title opinion needs to have airport property map date. |
| | | | | When making reference to the or an airport property map and title opinion both must reference the same previous application/grant. |
| ● | ● | ● | ● | Individual project(s) schedule, and grant schedule |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

[illegible]

[illegible]

[illegible]

Application for Federal Assistance SF-424

| | | | | | |
|---|--|--|--|---|--|
| * 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | | * 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | | * If Revision, select appropriate letter(s): - Select One - * Other (Specify) | |
| * 3. Date Received: 06/22/2018 | | 4. Application Identifier: | | | |
| 5a. Federal Entity Identifier: 20-106 | | * 5b. Federal Award Identifier: | | | |
| State Use Only: | | | | | |
| 6. Date Received by State: | | | 7. State Application Identifier: | | |
| 8. APPLICANT INFORMATION: | | | | | |
| * a. Legal Name: Taylor County Board of County Commissioners | | | | | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000879 | | | *c. Organizational DUNS: 80-939-7102 | | |
| d. Address: | | | | | |
| * Street1: 201 East Green Street Street 2: * City: Perry County: * State: Florida Province: Country: *Zip/ Postal Code: 32347 | | | | | |
| e. Organizational Unit: | | | | | |
| Department Name: Taylor County Board of County Commissioners | | | Division Name: | | |
| f. Name and contact information of person to be contacted on matters involving this application: | | | | | |
| Prefix: Ms. Middle Name: * Last Name: Cox Suffix: | | First Name: Melody | | | |
| Title: Director of Administration | | | | | |
| Organizational Affiliation: | | | | | |
| * Telephone Number: (850) 838-3553 | | | Fax Number: | | |
| * Email: melody.cox@taylorcountygov.com | | | | | |

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

B. County Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*** Other (specify):**

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Taylor County, Florida

*** 15. Descriptive Title of Applicant's Project:**

Upgrade Airfield Lighting project at Perry Foley Airport.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 2

*b. Program/Project: 2

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 08/01/2018

*b. End Date: 04/01/2019

18. Estimated Funding (\$):

| | |
|--------------------|-----------------------------|
| *a. Federal | <u>384,099.75</u> |
| *b. Applicant | <u>8,743.00</u> |
| *c. State | <u>33,934.75</u> |
| *d. Local | <u> </u> |
| *e. Other | <u> </u> |
| *f. Program Income | <u> </u> |
| *g. TOTAL | <u>426,777.50</u> |

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☐ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms.

*First Name: Pam

Middle Name:

*Last Name: Feagle

Suffix:

*Title: Chairperson - Taylor County Board of County Commissioners

*Telephone Number: (850) 838-3500

Fax Number:

* Email: pfeagle@taylorcountygov.com

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

PART II
PROJECT APPROVAL INFORMATION

| | |
|---|--|
| Item 1. Does this assistance request require State, local, regional, or other priority rating? | Name of Governing Body Priority <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 2. Does this assistance request require State, local advisory, educational or health clearances? | Name of Agency or Board (Attach Documentation) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? | (Attach Comments) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 4. Does this assistance request require State, local, regional, or other planning approval? | Name of Approving Agency Date / / <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 5. Is the proposed project covered by an approved comprehensive plan? | Check One: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Location of plan |
| Item 6. Will the assistance requested serve a Federal installation? | Name of Federal Installation Federal Population benefiting from Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 7. Will the assistance requested be on Federal land or installation? | Name of Federal Installation Location of Federal Land Percent of Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 8. Will the assistance requested have an impact or effect on the environment? | See instructions for additional information to be provided. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? | Number of: Individuals Families Businesses Farms <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? | See instructions for additional information to be provided. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

INSTRUCTIONS PART II

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1. – Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2. – Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3. – Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4. – Furnish the name of the approving agency and the approval date.

Item 5. – Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6. – Show the Federal population residing or working on the federal installation that will benefit from this project.

Item 7. – Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8. – Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9. – State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10. – Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status, and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation. Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20.

PART III - BUDGET INFORMATION**SECTION A - BUDGET SUMMARY**

| Grant Program, Function or Activity (a) | Federal Catalog No. (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|--|-----------------------------------|-----------------------------|--------------------|-----------------------|--------------------|--------------|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. Electrical Imp. | | \$450,000.00 | \$ | \$384,099.75 | \$42,677.75 | \$426,777.50 |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. TOTALS | | \$450,000.00 | \$ | \$384,099.75 | \$42,677.75 | \$426,777.50 |

SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | Grant Program, Function or Activity | | | | Total |
|-------------------------------|-------------------------------------|-------------|-----|-----|--------------|
| | (1) | (2) | (3) | (4) | (5) |
| a. Personnel | \$ | \$ | \$ | \$ | \$ |
| b. Fringe Benefits | | | | | |
| c. Travel | | | | | |
| d. Equipment | | | | | |
| e. Supplies | | | | | |
| f. Contractual | | | | | |
| g. Construction | 357,162.75 | 39,684.75 | | | 396,847.50 |
| h. Other | 26,937.00 | 2,993.00 | | | 29,930.00 |
| i. Total Direct Charges | | | | | |
| j. Indirect Charges | | | | | |
| k. TOTALS | \$384,099.75 | \$42,677.75 | \$ | \$ | \$426,777.50 |
| 7. Program Income | \$ | \$ | \$ | \$ | \$ |

INSTRUCTIONS

PART III

GENERAL INSTRUCTIONS

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

SECTION A. BUDGET SUMMARY

Lines 1-4, Columns (a) and (b).

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions of activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs requires a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds that will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

SECTION B. BUDGET CATEGORIES

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function, or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6 a-h - Show the estimated amount for each direct cost budget (object class) category for each column with program, function, or activity heading.

Line 6i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost. Refer to Office of Management and Budget Circular No. A-87.

Line 6k - Enter the total amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5.

For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k should be the same as the sum of the amounts in Section A, Column (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

SECTION C - NON-FEDERAL RESOURCES

| (a) GRANT PROGRAM | (b) APPLICANT | (c) STATE | (d) OTHER SOURCES | (e) TOTALS |
|-------------------|---------------|-------------|-------------------|--------------|
| 8. | \$8,743.00 | \$33,934.75 | \$ | \$ 42,677.75 |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. TOTALS | 8,743.00 | 33,934.75 | | 42,677.75 |

SECTION D - FORECASTED CASH NEEDS

| | Total for 1 st Year | 1 st Quarter | 2 nd Quarter | 3 rd Quarter | 4 th Quarter |
|-----------------|--------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 13. Federal | \$384,099.75 | \$384,099.75 | \$ | \$ | \$ |
| 14. Non-Federal | 42,677.75 | 42,677.75 | | | |
| 15. TOTAL | \$426,777.50 | \$426,777.50 | \$ | \$ | \$ |

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

| (a) GRANT PROGRAM | FUTURE FUNDING PERIODS (YEARS) | | | |
|-------------------|--------------------------------|------------|-----------|------------|
| | (b) FIRST | (c) SECOND | (d) THIRD | (e) FOURTH |
| 16. | \$ | \$ | \$ | \$ |
| 17. | | | | |
| 18. | | | | |
| 19. | | | | |
| 20. TOTALS | \$ | \$ | \$ | \$ |

SECTION F - OTHER BUDGET INFORMATION
(ATTACH ADDITIONAL SHEETS IF NECESSARY)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV - PROGRAM NARRATIVE (ATTACH PER INSTRUCTION)

Project Specific Checklist
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Project Description:

Upgrade Airfield Lighting

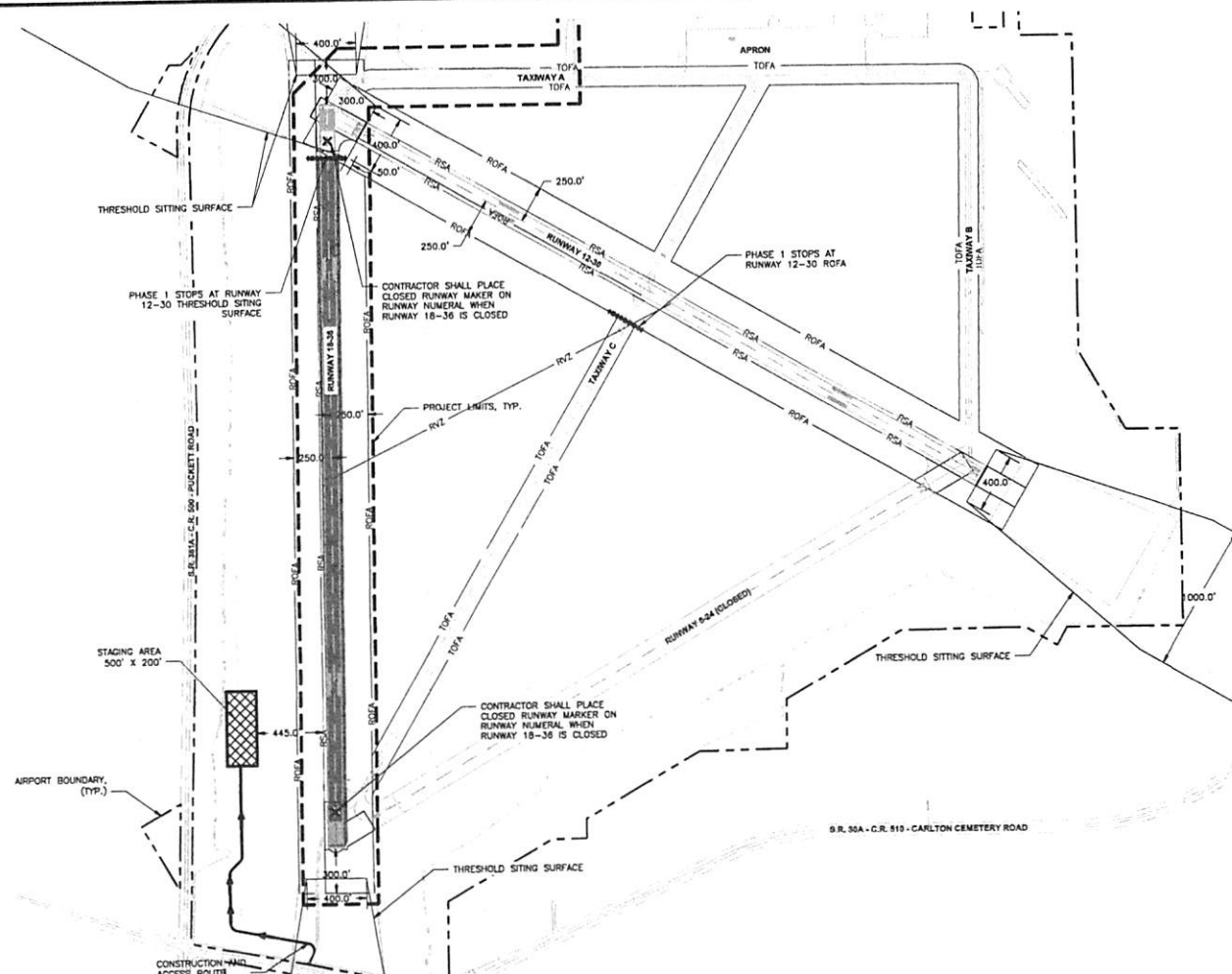
Airport Name / City, FL:

Perry Foley Airport, Perry, Florida

| Items a. thru pp. must be answered for each individual project: (Ref. Order 5100-38D, Chapter 3, Table 3-1) | | Yes (y) | No (n) | N/A (n/a) |
|---|---|---------------|--------|-----------|
| a. | Is the project eligible? | Y | | |
| aa. | Identify eligibility "chapter & verse" from Order 5100-38D, AIP Handbook | Table 3-2. d. | | |
| b. | Is the project justified? Does your project narrative address the "Three Basic Tests" as identified in Table 3-4, Order 5100-38D? | Y | | |
| c. | Is the project on airport property (with good title)? | Y | | |
| cc. | Date of your current Airport Exhibit A on file in ADO: | | Mar-17 | |
| d. | Is the project on the FAA approved airport layout plan? | Y | | |
| dd. | Identify date of FAA approved ALP on file in the ADO: | | Mar-17 | |
| e. | Has the Sponsor satisfied the intergovernmental review and airport user | Y | | |
| f. | Has the FAA completed an environmental finding for the project? | Y | | |
| ff. | Provide date of environmental finding/Cat. Ex.? | | Nov-17 | |
| g. | Will the project result in a usable unit of work? | Y | | |
| h. | Will the project be planned, designed, and/or constructed to FAA standards? | Y | | |
| hh. | If applicable, identify date MOS was approved by FAA. | | | N/A |
| i. | Has the project been procured correctly? | Y | | |
| j. | Are the project costs allowable? | Y | | |
| k. | Are the project costs necessary to accomplish the project? (Project costs are directly necessary to accomplish the project. Ref. Order 5100-38D, Ch. 3, | Y | | |
| l. | Were the project costs incurred after the grant was executed? (Ref. Order 5100 38D, Ch. 3, Section 13, for exceptions). | Y | | |
| m. | Are the project costs reasonable? (Are Sponsor cost analyses attached? Ref. Order 5100-38D, Ch. 3, Section 14). | Y | | |
| n. | Is this the only federal grant containing these project costs? (No "double-dipping"!!!) | Y | | |
| o. | Are the project costs within the allowable federal share? | Y | | |
| p. | Can the project be completed without unreasonable delay? | Y | | |
| pp. | Identify number of calendar days and date after the grant execution date when notice-to-proceed will be issued. | | 30 | |
| | If discretionary funding is being requested for this project answer the following: | N/A | | |
| 1 | Is this project phased? | | | |
| 1a. | If yes, what phase is this? | | | |
| 1b. | If phased, how does this phase fit into the larger development need? | | | |
| 2 | What is the total AIP funds spent on previous phases of the project? | | | |
| 2a. | What is the total AIP funds requested for this phase in this Application? | | | |
| 2b. | What is the total AIP funds needed to complete the project beyond this Application? | | | |
| | If funding requested for this project is for an LOI, provide the following: | N/A | | |
| i. | Enter the number of the LOI payment this grant will provide. | | | |
| ii. | Enter the total number of LOI payments - past grant(s), this grant, future grant(s) | | | |
| iii. | Total AIP funds provided to-date including the funds requested in this Application | | | |
| iv. | Total AIP funds approved for the project LOI. (Total LOI payments for entire project). | | | |

**PROJECT COST BREAKDOWN
UPGRADE AIRFIELD LIGHTING PROJECT
PERRY FOLEY AIRPORT**

| ITEM NUMBER | BID ITEM | ITEM DESCRIPTION | UNIT | QUANTITY | TCA ELECTRICAL CONTRACTORS, INC. | | AIP ELIGIBILITY | FAA PORTION | FDOT PORTION |
|------------------------------|----------|--|------|----------|-------------------------------------|-------------------|--------------------|---------------|-----------------|
| | | | | | UNIT PRICE | EXTENDED TOTAL | | | |
| 1 | M-101-1 | MOBILIZATION | LS | 1 | \$ 25,000.00 | \$ 25,000.00 | 100% | \$ 22,500.00 | \$ 2,500.00 |
| 2 | L-104-1 | TEMPORARY POWER & TEMP AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES | LS | 1 | \$ 10,000.00 | \$ 10,000.00 | 100% | \$ 9,000.00 | \$ 1,000.00 |
| 3 | L-105-1 | ELECTRICAL DEMOLITION - AIRFIELD LIGHTING | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | 100% | \$ 18,000.00 | \$ 2,000.00 |
| 4 | L-101-1 | L-801A - AIRPORT ROTATING BEACON (REPLACE EXISTING BEACON - TOWER REPAIRS) | EA | 1 | \$ 18,000.00 | \$ 18,000.00 | 100% | \$ 16,200.00 | \$ 1,800.00 |
| 5 | L-108-1 | 1/2 L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE | LF | 28,545 | \$ 1.10 | \$ 31,399.50 | 100% | \$ 28,259.55 | \$ 3,139.95 |
| 6 | L-108-2 | 1/2 #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT | LF | 16,300 | \$ 2.00 | \$ 32,600.00 | 100% | \$ 29,340.00 | \$ 3,260.00 |
| 7 | L-108-3 | 0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD | EA | 228 | \$ 75.00 | \$ 16,950.00 | 100% | \$ 15,255.00 | \$ 1,695.00 |
| 8 | L-110-1 | 1W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT | LF | 10,583 | \$ 6.00 | \$ 63,378.00 | 100% | \$ 57,040.20 | \$ 6,337.80 |
| 9 | L-110-2 | 1W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT | LF | 1,535 | \$ 25.00 | \$ 38,375.00 | 100% | \$ 34,537.50 | \$ 3,837.50 |
| 10 | L-110-3 | 2W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT | LF | 1,710 | \$ 20.00 | \$ 34,200.00 | 100% | \$ 30,780.00 | \$ 3,420.00 |
| 11 | L-110-4 | 4W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT | LF | 100 | \$ 45.00 | \$ 4,500.00 | 100% | \$ 4,050.00 | \$ 450.00 |
| 12 | L-110-5 | 1W4" SPLIT DUCT CONCRETE ENCASED | LF | 100 | \$ 25.00 | \$ 2,500.00 | 100% | \$ 2,250.00 | \$ 250.00 |
| 13 | L-125-1 | L-852D(L) MRL RUNWAY EDGE LIGHT - YELLOW/CLEAR (A,C) | EA | 3 | \$ 5,000.00 | \$ 15,000.00 | 100% | \$ 13,500.00 | \$ 1,500.00 |
| 14 | L-125-2 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE (NEW) | EA | 2 | \$ 4,000.00 | \$ 8,000.00 | 100% | \$ 7,200.00 | \$ 800.00 |
| 15 | L-125-3 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE (ON EXIST. PAD) | EA | 1 | \$ 3,800.00 | \$ 3,800.00 | 100% | \$ 3,420.00 | \$ 380.00 |
| 16 | L-125-4 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE (ON EXIST. PAD) | EA | 2 | \$ 3,900.00 | \$ 7,800.00 | 100% | \$ 7,020.00 | \$ 780.00 |
| 17 | L-125-5 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE (ON EXIST. PAD) | EA | 1 | \$ 4,200.00 | \$ 4,200.00 | 100% | \$ 3,780.00 | \$ 420.00 |
| 18 | L-125-6 | L-858C MANDATORY HOLD SIGN - SINGLE FACE UNLIGHTED | EA | 1 | \$ 1,750.00 | \$ 1,750.00 | 100% | \$ 1,575.00 | \$ 175.00 |
| 19 | L-125-7 | L-881(L) RUNWAY EDGE LIGHT CLEAR/CLEAR (A) | EA | 10 | \$ 800.00 | \$ 8,000.00 | 100% | \$ 7,200.00 | \$ 800.00 |
| 20 | L-125-8 | L-881(L) RUNWAY EDGE LIGHT YELLOW/CLEAR (A,C) | EA | 37 | \$ 775.00 | \$ 28,675.00 | 100% | \$ 25,807.50 | \$ 2,867.50 |
| 21 | L-125-9 | L-881E(L) ELEVATED RUNWAY THRESHOLD/END LIGHT, GREEN/RED (C) | EA | 8 | \$ 785.00 | \$ 6,360.00 | 100% | \$ 5,724.00 | \$ 636.00 |
| 22 | L-125-10 | L-887B BASE CAN | EA | 2 | \$ 550.00 | \$ 1,100.00 | 100% | \$ 990.00 | \$ 110.00 |
| 23 | L-125-11 | L-887D BASE CAN | EA | 2 | \$ 650.00 | \$ 1,300.00 | 100% | \$ 1,170.00 | \$ 130.00 |
| 24 | L-125-12 | L-887E BASE CAN | EA | 4 | \$ 800.00 | \$ 3,200.00 | 100% | \$ 2,880.00 | \$ 320.00 |
| 25 | L-125-13 | FIELD LIGHTNING ARRESTOR ASSEMBLY | EA | 9 | \$ 640.00 | \$ 5,760.00 | 100% | \$ 5,184.00 | \$ 576.00 |
| 26 | L-125-14 | JUNCTION CAN PLAZA - FOUR CAN | EA | 2 | \$ 2,500.00 | \$ 5,000.00 | 100% | \$ 4,500.00 | \$ 500.00 |
| Construction Sub Total: | | | | | | \$ 396,847.50 | | \$ 357,162.75 | \$ 39,684.75 |
| Professional Services | | | | | | | | | |
| | | BID PHASE SERVICES | | | | \$ 9,570.00 | 100% | \$ 8,613.00 | \$ 957.00 |
| | | TEMPORARY POWER & TEMP AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES | | | | \$ 20,360.00 | 100% | \$ 18,324.00 | \$ 2,036.00 |
| Professional Fees Sub Total: | | | | | | \$ 29,930.00 | | \$ 26,937.00 | \$ 2,993.00 |
| Grand Total: | | | | | | \$ 426,777.50 | | \$ 384,099.75 | \$ 42,677.75 |



NOTES:

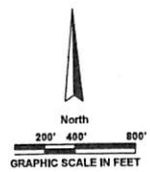
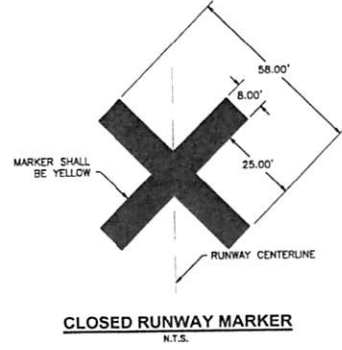
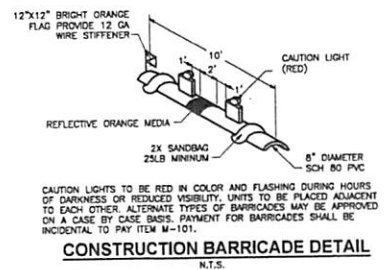
1. CONTRACTOR SHALL COORDINATE AND PROVIDE AT LEAST 72 HOURS NOTICE FOR ALL PAVEMENT CLOSURES WITH TAYLOR COUNTY PRIOR TO CLOSING AIRFIELD PAVEMENTS.
2. CONTRACTOR SHALL PLACE APPROVED BARRICADES IN LOCATIONS CLEARLY IDENTIFYING CLOSED AIRFIELD PAVEMENTS AS CLOSED, AND BARRICADES SHALL BE CONTINUOUS (NO SPACES).
3. THE CONTRACTOR SHALL INSTALL, MAINTAIN, AND REMOVE BARRICADES.
4. TAYLOR COUNTY SHALL INSPECT COMPLETED PHASES AFTER COMPLETION OF CONSTRUCTION WORK. CONTRACTOR MAY NOT PROCEED TO THE NEXT PHASE UNTIL PROVIDED APPROVAL BY THE COUNTY.
5. DELAYS IN CONSTRUCTION DUE TO WEATHER SHALL BE AT NO COST TO THE OWNER.

CLOSED RUNWAY MARKER NOTES:

1. CLOSED RUNWAY MARKERS MUST BE INSTALLED BY THE CONTRACTOR WHENEVER RUNWAYS ARE CLOSED TO ACCOMMODATE CONSTRUCTION ACTIVITIES. MARKERS SHALL BE CENTERED OVER RUNWAY NUMERALS.
2. TRANSPORTING AND PLACING THE MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE MARKERS SHALL BE CONSTRUCTED OF DOUBLE-LAYERED PAINTED SNOW FENCE, COLORED PLASTIC FABRIC MARKERS, PAINTED SHEETS OF PLYWOOD, OR SIMILAR MATERIAL. MATERIALS SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION AND SHALL BE PAINTED YELLOW.
4. THE MARKERS SHALL BE SECURELY FASTENED IN PLACE ON THE RUNWAY PAVEMENT USING 25 LB. SAND BAGS OR OTHER MEANS AS APPROVED BY THE ENGINEER.
5. THE CONTRACTOR SHALL FREQUENTLY INSPECT THE MARKERS AND MAKE PROMPT REPAIRS AS NECESSARY.
6. THE COST OF THIS WORK SHALL BE INCLUDED IN THE COST FOR MOBILIZATION AND MAINTENANCE OF TRAFFIC.
7. UPON COMPLETION OF THE PROJECT, MARKERS SHALL BECOME THE PROPERTY OF THE OWNER, HOWEVER; ANY PLYWOOD MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF ACCORDINGLY.

LEGEND

| | |
|--|------------------------------|
| | PHASE 1 WORK LIMITS |
| | CONTRACTOR ACCESS/HAUL ROUTE |
| | CONTRACTOR STAGING AREA |
| | CONSTRUCTION BARRICADES |
| | RUNWAY OBJECT FREE AREA |
| | TAXIWAY OBJECT FREE AREA |
| | RUNWAY VISIBILITY ZONE |
| | PART 77 |
| | EXISTING PAVEMENT |
| | PROJECT LIMITS |
| | AIRPORT BOUNDARY |



AVCON, INC.
ENGINEERS & PLANNERS
330 BAYSHORE DRIVE, SUITE A - NEWELL, FL 32578-0426
OFFICE (904) 678-0000 FAX (904) 678-0000
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 1487
www.avconinc.com

ENGINEER OF RECORD:
NAME: JOHN R. COLLINS
FL LICENSE NO.: 77415

AVCON, INC.
330 BAYSHORE DRIVE, SUITE A
NEWELL, FL 32578
PHONE: (904) 678-0000
FAX: (904) 678-0000

FBPR CERTIFICATE OF AUTHORIZATION NO. 5087

**PERRY - FOLEY
AIRPORT
TAYLOR COUNTY
FLORIDA**

**UPGRADE
AIRFIELD
LIGHTING**

**CONSTRUCTION
SAFETY AND
PHASING PLAN -
PHASE 1**

ATTENTION:
THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. IT IS THE PROPERTY OF AVCON, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF AVCON, INC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION.

REVISIONS:

| NO. | DATE | BY | DESCRIPTION |
|-----|------|----|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

BIDDING DOCUMENTS

| | |
|--------------|------------|
| DESIGNED BY: | J.R.C. |
| DRAWN BY: | C.A.P. |
| CHECKED BY: | V.C.L. |
| APPROVED BY: | J.R.C. |
| DATE: | APRIL 2018 |

AVCON PROJECT NO. 2016-148-02

SHEET NUMBER

G5

Perry Foley Airport (40J)
Upgrade Airfield Lighting

PROPOSED PROJECT SCHEDULE

| <u>Proposed Project Schedule:</u> | <u>Dates:</u> |
|---|----------------------|
| Selection of Consultant | 6/1/2012 |
| Pre-Application Submittal to FAA | 11/7/2017 |
| Pre-design Conference | N/A |
| CSPP and Airspace Coordination in OE/AAA | 3/1/2018 |
| Completion of Plans and Specifications, and Eng. Report | 5/1/2018 |
| Submit Plans and Specs to FAA | 5/9/2018 |
| Advertisement of Project for Bids | 5/8/2018 |
| Bid Opening | 6/19/2018 |
| Bid Tabulation Submittal and Recommendation of Award | 6/21/2018 |
| Application Submittal to FAA | 7/3/2018 |
| Grant Offer | TBD |
| Execution of FAA Grant | TBD |
| Pre-construction Conference | TBD |
| Notice to Proceed to Contractor | TBD |
| Substantial Completion of Construction | TBD |
| Final Inspection | TBD |
| Project Close-Out | TBD |

Date: June 2018

**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)
SHORT FORM**

Airport: Perry Foley Airport (40J) Project Title: Upgrade Airfield Lighting Project

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.**

5-6.3b.

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* Include a summary of existing conditions at the Proposed Action site. Attach a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are NOT likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

-An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;

-An impact on properties protected under Section 4(f);

-An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);

-An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;

-A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;

An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);

-An impact on noise levels of noise sensitive areas;

-An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;

-An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;

-Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.

-Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or

-Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

Signature of Authorized Airport Representative

Date

FAA Determination (signature of Program Manager):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Perry Foley Airport (40J)

Prepared and certified by: John Collins

Date: 10-30-17

| | YES** | NO | COMMENTS |
|--|----------|----------|-------------------|
| THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED | X | | Paragraph 5-6.3b. |
| THE PROPOSED ACTION CONSISTS OF: | | | |
| Helicopter facilities or operations | | x | |
| Land acquisition | | x | |
| New airport serving general aviation | | x | |
| Access or service road construction | | x | |
| New airport location | | x | |
| New runway | | x | |
| Runway extension, strengthening, reconstruction, resurfacing or widening | | X | |
| Converting prime or unique farmland | | x | |
| Runway Safety Area (RSA) improvements | | x | |
| ILS or ALS installation | | x | |
| Airport development (hangars, terminal expansion) | | x | |
| On-airport aboveground or underground fuel storage tanks | | x | |
| Construction, reconstruction, or relocation of an ATCT | | x | |
| THE PROPOSED ACTION WILL AFFECT: | | | |
| Historic/Archeological/Cultural Resources | | x | |
| Section 4(f) or 6(f) resources | | x | |
| Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat | | X | |
| Federal, state, tribal, or local natural, ecological, or scenic resources | | X | |
| Wetlands, floodplains, waterways | | x | |
| Energy supply or natural resources | | x | |
| Protected rivers or river segments | | x | |
| Established community(s), planned development, or plans/goals adopted by the local community | | X | |
| Surface vehicular traffic (reduce LOS) | | x | |
| Air quality or violate Federal, state, tribal or local standards | | x | |
| Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards | | X | |
| THE PROPOSED ACTION IS LIKELY TO: | | | |
| Be Highly Controversial on Environmental Grounds | | x | |
| Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects | | X | |
| Cause residential or business relocations | | x | |
| Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour. | | X | |
| Cause Environmental Justice Impacts | | x | |
| Contain Hazardous Materials or Affect Hazardous Materials/Sites | | X | |
| Create a Wildlife Hazard per AC 150/5200-33 | | x | |
| Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses | | X | |

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

Item 2.

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

Item 3.

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

Item 4.

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

Item 5.

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)
on _____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

No land adjacent to the airport will be impacted. This project is a lighting rehabilitation project only.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The sponsor is not in default.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

This project is reasonably consistent with local plans.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

All contracts have been approved at publically advertised meetings.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

None required.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no grants of exclusive rights.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor owns all land necessary for the completion of the project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The sponsor owns all land necessary for the completion of the project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No land acquisition is required.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 20-106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT

| Cost Classification | Latest Approved Amount (Use only for revisions) | Adjustment + or (-) Amount (Use only for revisions) | Total Amount Required |
|---|--|---|--------------------------|
| 1. Administration expense | | | |
| 2. Preliminary expense | | | |
| 3. Land, structures, right-of-way | | | |
| 4. Architectural engineering basic fees | | | |
| 5. Other Architectural engineering fees | | | |
| 6. Project inspection fees | | | 26,937 |
| 7. Land development | | | |
| 8. Relocation Expenses | | | |
| 9. Relocation payments to Individuals and Businesses | | | |
| 10. Demolition and removal | | | |
| 11. Construction and project improvement | | | 357,163 |
| 12. Equipment | | | |
| 13. Miscellaneous | | | |
| 14. Subtotal (Lines 1 through 13) | | | \$ 384,100 |
| 15. Estimated Income (if applicable) | | | |
| 16. Net Project Amount (Line 14 minus 15) | | | 384,100 |
| 17. Less: Ineligible Exclusions (Section C, line 23 g.) | | | |
| 18. Subtotal (Lines 16 through 17) | | | \$ 384,100 |
| 19. Federal Share requested of Line 18 | | | 384,100 |
| 20. Grantee share | | | 8,743 |
| 21. Other shares | | | 33,935 |
| 22. TOTAL PROJECT (Lines 19, 20 & 21) | | | \$ 426,778 |

| SECTION C – EXCLUSIONS | |
|---|--|
| 23. Classification (Description of non-participating work) | Amount Ineligible for Participation |
| a. | |
| b. | |
| c. | |
| d. | |
| e. | |
| f. | |
| g. Total | |

| SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE | |
|---|------------------|
| 24. Grantee Share – Fund Categories | Amount |
| a. Securities | |
| b. Mortgages | |
| c. Appropriations (by Applicant) | |
| d. Bonds | |
| e. Tax Levies | |
| f. Non-Cash | |
| g. Other (Explain): | |
| h. TOTAL - Grantee share | |
| 25. Other Shares | Amount |
| a. State | 33,935 |
| b. Other | 8,743 |
| c. TOTAL - Other Shares | \$ 42,678 |
| 26. TOTAL NON-FEDERAL FINANCING | \$ 42,678 |

| SECTION E – REMARKS (Attach sheets if additional space is required) |
|---|
| |

PART IV – PROGRAM NARRATIVE
(Suggested Format)

| |
|--|
| PROJECT: Upgrade Airfield Lighting, Perry Foley Airport |
| AIRPORT: Perry Foley Airport |
| 1. Objective: The objective of this project is to replace the existing direct buried cables with cable in conduit, and replace the existing incandescent Runway 18-36 edge lights with LED runway edge lights. The existing system is in poor condition and in need of rehabilitation. |
| 2. Benefits Anticipated: The new system will increase reliability and reduce electrical consumption at the airport. |
| 3. Approach: (See approved Scope of Work in Final Application) The project will be constructed by the low-bid contractor and the construction contract will be administered by AVCON. |
| 4. Geographic Location: Taylor County, Florida. |
| 5. If Applicable, Provide Additional Information: |
| 6. Sponsor's Representative: (include address & telephone number) Melody Cox 201 East Green Street Perry, Florida 32347 |

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Taylor County Board of County Commissioners

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Ms. * First Name: Pam Middle Name:

* Last Name: Feagle Suffix:

* Title: Taylor County BCC Chairperson

* SIGNATURE:

* DATE:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Taylor County

Airport: Perry Foley Airport

Project Number:

Description of Work: Replace Runway 18-36 edge lighting and electrical circuit.

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: Taylor County

Name of Sponsor's Authorized Official: Ms. Pam Feagle

Title of Sponsor's Authorized Official: Taylor County BCC Chairperson

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



June 21, 2018

Ms. Melody Cox
Director of Administration
Taylor County
201 East Green Street
Perry, Florida 32347

Reference: Tabulation of Bids and Recommendation of Award
Upgrade Airfield Lighting Project
Perry Foley Airport, Taylor County, Florida

Dear Ms. Cox:

On Tuesday, June 19, 2018 at 9:00 a.m. local time, bids were opened at the regularly scheduled Taylor County Board of County Commissioners meeting for the Upgrade Airfield Lighting project at Perry Foley Airport. A total of three (3) bids were received and a tabulation of the bids is enclosed herein as **Attachment A** for your reference. The total bid amounts received are summarized as follows:

| | |
|-------------------------------------|---------------|
| 1. TCA Electrical Contractors, Inc. | \$ 396,847.50 |
| Engineer's Opinion of Probable Cost | \$ 427,993.00 |
| 2. American Infrastructure Services | \$ 560,545.30 |
| 3. HL Pruitt Corporation | \$ 560,686.00 |

Based on our review of the submittals by the three contractors, TCA Electrical Contractors, Inc. (TCA) appears to be a responsive and responsible contractor with the bid most favorable to Taylor County. The total bid amount by TCA is approximately 7% less than the Engineer's Opinion of Probable Cost and we believe that the bid amount is competitive and reasonable.

We reviewed the bid proposal with TCA and they confirmed their bid prices and their understanding of the scope for this project. The difference between the bid amount submitted by TCA and the next two bidders may be due to a recent increase in construction activities across the Florida panhandle as a result of improving economic conditions. This growth in activities has resulted in increased material and labor costs across most construction disciplines. TCA confirmed their bid amount is appropriate to complete the requested scope of work.

The bid documents submitted by TCA states they have completed over 600 airfield lighting projects and a list of references could be provided upon request. AVCON requested a list of references from similar projects and the following three references were provided and none reported any negative opinions regarding the work performed by TCA.

- Franklin County, Upgrade Airfield Lighting System, Michael Moron – 850-653-9783 x155
- Calhoun County, Taxiway A Development, John Davis – 850-227-4126
- Tri-County Airport, South Taxiway A Extension, 850-547-6519

Additionally, AVCON administered the construction contract for two airfield lighting projects constructed by TCA in the past two years and each project was completed successfully.

Tabulation of Bids and Recommendation of Award
Upgrade Airfield Lighting Project
June 21, 2018
Page 2 of 2

The Disadvantaged Business Enterprise Program form submitted by TCA identified zero DBE participation. TCA reported they planned to utilize a DBE certified material supplier they have historically worked with; however, they were notified before the bids were due that this firm is closing and would not be able to provide the materials for this project. TCA was able to coordinate with another DBE supplier, GVSM Electrical Supply, to provide materials to meet the DBE goal. The updated Disadvantaged Business Enterprise Program form is provided as **Attachment B** and the DBE Certification for GVSM Electrical Supply is provided as **Attachment C**. We coordinated this with the FAA Orlando Airport District Office and they agreed the contractor could provide a revised DBE Program form within five days of bid submittal.

Two multiplication discrepancies were identified in the bid submitted by American Infrastructure Services. The product of the unit price and quantity does not equal the written Total Amount/Item in the Bid Schedule for Bid Item No. 8 and 9. As stated in Section 17.1 Instruction to Contractors of the bidding documents, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum; therefore, the amounts included in the bid tabulation include the corrected total amounts. This correction does not affect the recommended bid award.

Notwithstanding the County's final review of the complete bid documents, legal review of bid forms, FAA concurrence that the contractor made a good faith effort to meet the DBE goal, and based on our assessment of the above, we recommend award of the contract to TCA Electrical Contractors, Inc. at the bid amount of \$396,847.50. The County is currently finalizing the FAA grant (participation at 90% of the project funding) and have already procured the FDOT grant (participation at 10% of the project funding) for this project. It is recommended that the County procure the FAA grant prior to awarding the construction contract to protect the County from obligating County funds without an assurance of federal reimbursement.

We stand ready to assist the Airport in the implementation of this important project based on your determination of the desirability of the award at this time. Should you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Sincerely,

AVCON, INC.



John Collins, P.E.
Project Manager

Enclosures as noted

ATTACHMENT A

BID TABULATION (BIDS OPENED JUNE 19, 2018)
UPGRADE AIRFIELD LIGHTING PROJECT
PERRY FOLEY AIRPORT

| ITEM NUMBER | BID ITEM | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | TCA ELECTRICAL CONTRACTORS, INC. | | AMERICAN INFRASTRUCTURE SERVICES | | HL PRUIT CORPORATION | |
|-------------------|----------|--|------|----------|---------------------|-------------------|-------------------------------------|-------------------|-------------------------------------|-------------------|----------------------|-------------------|
| | | | | | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL |
| 1 | M-101-1 | MOBILIZATION | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 56,000.00 | \$ 56,000.00 |
| 2 | L-104-1 | TEMPORARY POWER & TEMP AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 28,333.00 | \$ 28,333.00 | \$ 5,600.00 | \$ 5,600.00 |
| 3 | L-105-1 | ELECTRICAL DEMOLITION - AIRFIELD LIGHTING | LS | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 28,333.00 | \$ 28,333.00 | \$ 22,000.00 | \$ 22,000.00 |
| 4 | L-101-1 | L-801A - AIRPORT ROTATING BEACON (REPLACE EXISTING BEACON - TOWER REPAIRS) | EA | 1 | \$ 30,000.00 | \$ 30,000.00 | \$ 18,000.00 | \$ 18,000.00 | \$ 25,717.00 | \$ 25,717.00 | \$ 26,000.00 | \$ 26,000.00 |
| 5 | L-108-1 | 1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE | LF | 28,545 | \$ 1.50 | \$ 42,817.50 | \$ 1.10 | \$ 31,399.50 | \$ 1.35 | \$ 38,535.75 | \$ 1.70 | \$ 48,528.50 |
| 6 | L-108-2 | 1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT | LF | 16,300 | \$ 2.25 | \$ 36,675.00 | \$ 2.00 | \$ 32,600.00 | \$ 2.15 | \$ 35,045.00 | \$ 2.10 | \$ 34,230.00 |
| 7 | L-108-3 | 0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD | EA | 228 | \$ 100.00 | \$ 22,800.00 | \$ 75.00 | \$ 16,950.00 | \$ 117.00 | \$ 26,442.00 | \$ 130.00 | \$ 29,380.00 |
| 8 | L-110-1 | 1W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT | LF | 10,563 | \$ 3.50 | \$ 36,970.50 | \$ 6.00 | \$ 63,378.00 | \$ 4.80 | \$ 48,588.00 | \$ 6.50 | \$ 68,659.50 |
| 9 | L-110-2 | 1W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT | LF | 1,535 | \$ 20.00 | \$ 30,700.00 | \$ 25.00 | \$ 38,375.00 | \$ 22.35 | \$ 34,307.25 | \$ 18.00 | \$ 27,830.00 |
| 10 | L-110-3 | 2W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT | LF | 1,710 | \$ 8.00 | \$ 13,680.00 | \$ 20.00 | \$ 34,200.00 | \$ 6.65 | \$ 11,371.50 | \$ 11.00 | \$ 18,810.00 |
| 11 | L-110-4 | 4W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT | LF | 100 | \$ 38.00 | \$ 3,800.00 | \$ 45.00 | \$ 4,500.00 | \$ 37.35 | \$ 3,735.00 | \$ 24.00 | \$ 2,400.00 |
| 12 | L-110-5 | 1W4" SPLIT DUCT CONCRETE ENCASED | LF | 100 | \$ 50.00 | \$ 5,000.00 | \$ 25.00 | \$ 2,500.00 | \$ 25.00 | \$ 2,500.00 | \$ 10.00 | \$ 1,000.00 |
| 13 | L-125-1 | L-852D(L) MRL RUNWAY EDGE LIGHT - YELLOW/CLEAR (A/C) | EA | 3 | \$ 2,500.00 | \$ 7,500.00 | \$ 5,000.00 | \$ 15,000.00 | \$ 5,142.00 | \$ 15,426.00 | \$ 8,500.00 | \$ 25,500.00 |
| 14 | L-125-2 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE (NEW) | EA | 2 | \$ 3,800.00 | \$ 7,600.00 | \$ 4,000.00 | \$ 8,000.00 | \$ 5,075.00 | \$ 10,150.00 | \$ 5,800.00 | \$ 11,600.00 |
| 15 | L-125-3 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE (ON EXIST. PAD) | EA | 1 | \$ 4,500.00 | \$ 4,500.00 | \$ 3,800.00 | \$ 3,800.00 | \$ 3,750.00 | \$ 3,750.00 | \$ 4,200.00 | \$ 4,200.00 |
| 16 | L-125-4 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE (ON EXIST. PAD) | EA | 2 | \$ 4,800.00 | \$ 9,600.00 | \$ 3,800.00 | \$ 7,600.00 | \$ 4,917.00 | \$ 9,834.00 | \$ 5,200.00 | \$ 10,400.00 |
| 17 | L-125-5 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE (ON EXIST. PAD) | EA | 1 | \$ 7,900.00 | \$ 7,900.00 | \$ 4,200.00 | \$ 4,200.00 | \$ 4,717.00 | \$ 4,717.00 | \$ 6,200.00 | \$ 6,200.00 |
| 18 | L-125-6 | L-858C MANDATORY HOLD SIGN - SINGLE FACE UNLIGHTED | EA | 1 | \$ 2,850.00 | \$ 2,850.00 | \$ 1,750.00 | \$ 1,750.00 | \$ 4,385.00 | \$ 4,385.00 | \$ 3,800.00 | \$ 3,800.00 |
| 19 | L-125-7 | L-861(L) RUNWAY EDGE LIGHT CLEAR/CLEAR (A) | EA | 10 | \$ 1,500.00 | \$ 15,000.00 | \$ 800.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 8,000.00 | \$ 2,400.00 | \$ 24,000.00 |
| 20 | L-125-8 | L-861(L) RUNWAY EDGE LIGHT YELLOW/CLEAR (A/C) | EA | 37 | \$ 1,500.00 | \$ 55,500.00 | \$ 775.00 | \$ 28,675.00 | \$ 2,733.00 | \$ 101,121.00 | \$ 2,200.00 | \$ 81,400.00 |
| 21 | L-125-9 | L-861E(L) ELEVATED RUNWAY THRESHOLD/END LIGHT, GREEN/RED (C) | EA | 8 | \$ 1,500.00 | \$ 12,000.00 | \$ 785.00 | \$ 6,280.00 | \$ 1,558.00 | \$ 12,464.00 | \$ 2,400.00 | \$ 19,200.00 |
| 22 | L-125-10 | L-867B BASE CAN | EA | 2 | \$ 550.00 | \$ 1,100.00 | \$ 550.00 | \$ 1,100.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 1,400.00 | \$ 2,800.00 |
| 23 | L-125-11 | L-867D BASE CAN | EA | 4 | \$ 750.00 | \$ 3,000.00 | \$ 800.00 | \$ 3,200.00 | \$ 1,858.00 | \$ 7,432.00 | \$ 1,850.00 | \$ 7,400.00 |
| 24 | L-125-12 | L-867E BASE CAN | EA | 4 | \$ 900.00 | \$ 3,600.00 | \$ 800.00 | \$ 3,200.00 | \$ 1,858.00 | \$ 7,432.00 | \$ 1,850.00 | \$ 7,400.00 |
| 25 | L-125-13 | FIELD LIGHTNING ARRESTOR ASSEMBLY | EA | 9 | \$ 900.00 | \$ 8,100.00 | \$ 840.00 | \$ 7,560.00 | \$ 775.00 | \$ 6,975.00 | \$ 950.00 | \$ 8,550.00 |
| 26 | L-125-14 | JUNCTION CAN PLAZA - FOUR CAN | EA | 2 | \$ 4,500.00 | \$ 9,000.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 5,833.00 | \$ 11,666.00 | \$ 8,500.00 | \$ 17,000.00 |
| Total Bid Amount: | | | | | | \$ 427,993.00 | | \$ 398,847.50 | | \$ 560,545.50 | | \$ 560,888.00 |

TAYLOR COUNTY
DBE PROGRAMPERRY FOLEY AIRPORT
UPGRADE AIRFIELD LIGHTING

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBE's

| MBE Subcontractors Names/Addresses/ Identity | Subcontract Work Item | Dollar Value of Subcontract Work |
|---|-----------------------|-------------------------------------|
| GVS Electrical Supply | Material Supplier | 18969 ³¹ |
| 5756 Glynn Forest Dr. | | |
| Abbeville Ga. 30093 | | |

WBE's

| Women Subcontractors Names/Addresses/ Identity | Subcontract Work Item | Dollar Value of Subcontract Work |
|---|-----------------------|-------------------------------------|
| | | |
| | | |
| | | |

OSE's

| Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity | Subcontract Work Item | Dollar Value of Subcontract Work |
|--|-----------------------|-------------------------------------|
| | | |
| | | |
| | | |

Total Dollar Value of Subcontract Work
Total Dollar Value of Basic Bid
Total DBE Percent

18969³¹
396,847⁵⁰
4.78 %

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1980

May 22, 2018

Veronica Riley, Owner
GVSM Electrical, LLC
5756 Glynn Forest Drive
Norcross, GA 30093

ANNIVERSARY DATE: Annually on May 22

Veronica Riley:

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: www.dot.ga.gov. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

Your GDOT Vendor ID Code is: 45577

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

425120

Wholesale Trade Agents & Brokers

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with 49 CFR Part 26, Section 26.53 (d) of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,

Betty C. Mason, Asst. EEO Administrator

Kimberly A. King, EEO Director

KAK/vna

Roni/Homeoffice

Jun 21 18 01:12p

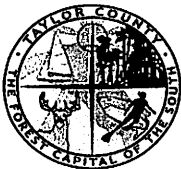
770-381-8166

p.1

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve awarding the bid for the Upgrade Airfield Lighting Project at Perry Foley Airport to TCA Electrical Contractors, Inc. in the amount of \$396,847.50 contingent on receiving the additional required funding from FAA per recommendation of the Bid Review Committee.

MEETING DATE REQUESTED:

July 2, 2018

Statement of Issue: The Board received bids at the June 19 meeting and the low bidder was TCA Electrical Contractors, Inc. in the amount of \$396,847.50. The Bid Review Committee have found all bids documents to be in order and recommend awarding the bid to TCA Electrical Contractors, Inc. contingent on receiving an FAA grant to fund the project. FAA requires projects which will be grant funded are bid out prior to application submission.

Recommended Action: Approve awarding the bid for the Upgrade Airfield Lighting Project TCA Electrical Contractors, Inc.

Fiscal Impact: The project will be funded with an FDOT grant in the amount of \$43,126, and as part of the land release agreement with FAA, the County will be required to contribute \$8,743. The remainder of the project will be funded with a FAA grant.

Budgeted Expense: Y/N The \$8,743 the County will be required to provide will be budgeted for FY 2018-2019. The funds will not be needed until after October 1, 2018.

Submitted By: Melody Cox

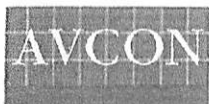
Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The existing airfield lighting system at Perry-Foley Airport dates back to the 1940's and is in critical need of rehabilitation. The underground electrical cable is directly buried in the ground and has deteriorated due to age, weather, and pests. The existing runway edge lighting fixtures are stake mounted which makes maintenance

difficult and the fixtures are decades old. It has become increasing difficult to find materials and supplies to repair the existing lighting. The project will replace the existing buried electrical cable for Runway 18-36 (the primary runway) with new cable in conduit which will protect the cable from the elements, replace the existing incandescent edge lighting with LED fixtures, and replace the directional beacon. The proposed LED edge lighting fixtures are approximately 40% more energy efficient which will lower the electrical costs at the Airport. The design and engineering required for the project has been 100% funded with a FDOT Aviation grant. The bid committee was Lee Lewis and John Collins with AVCON, Inc. , Ward Ketring, and Melody Cox.

Attachments: Tabulation of Bids and Recommendation of Award



June 21, 2018

Ms. Melody Cox
Director of Administration
Taylor County
201 East Green Street
Perry, Florida 32347

**Reference: Tabulation of Bids and Recommendation of Award
Upgrade Airfield Lighting Project
Perry Foley Airport, Taylor County, Florida**

Dear Ms. Cox:

On Tuesday, June 19, 2018 at 9:00 a.m. local time, bids were opened at the regularly scheduled Taylor County Board of County Commissioners meeting for the Upgrade Airfield Lighting project at Perry Foley Airport. A total of three (3) bids were received and a tabulation of the bids is enclosed herein as **Attachment A** for your reference. The total bid amounts received are summarized as follows:

| | |
|-------------------------------------|---------------|
| 1. TCA Electrical Contractors, Inc. | \$ 396,847.50 |
| Engineer's Opinion of Probable Cost | \$ 427,993.00 |
| 2. American Infrastructure Services | \$ 560,545.30 |
| 3. HL Pruitt Corporation | \$ 560,686.00 |

Based on our review of the submittals by the three contractors, TCA Electrical Contractors, Inc. (TCA) appears to be a responsive and responsible contractor with the bid most favorable to Taylor County. The total bid amount by TCA is approximately 7% less than the Engineer's Opinion of Probable Cost and we believe that the bid amount is competitive and reasonable.

We reviewed the bid proposal with TCA and they confirmed their bid prices and their understanding of the scope for this project. The difference between the bid amount submitted by TCA and the next two bidders may be due to a recent increase in construction activities across the Florida panhandle as a result of improving economic conditions. This growth in activities has resulted in increased material and labor costs across most construction disciplines. TCA confirmed their bid amount is appropriate to complete the requested scope of work.

The bid documents submitted by TCA states they have completed over 600 airfield lighting projects and a list of references could be provided upon request. AVCON requested a list of references from similar projects and the following three references were provided and none reported any negative opinions regarding the work performed by TCA.

- Franklin County, Upgrade Airfield Lighting System, Michael Moron – 850-653-9783 x155
- Calhoun County, Taxiway A Development, John Davis – 850-227-4126
- Tri-County Airport, South Taxiway A Extension, 850-547-6519

Additionally, AVCON administered the construction contract for two airfield lighting projects constructed by TCA in the past two years and each project was completed successfully.

Tabulation of Bids and Recommendation of Award

Upgrade Airfield Lighting Project

June 21, 2018

Page 2 of 2

The Disadvantaged Business Enterprise Program form submitted by TCA identified zero DBE participation. TCA reported they planned to utilize a DBE certified material supplier they have historically worked with; however, they were notified before the bids were due that this firm is closing and would not be able to provide the materials for this project. TCA was able to coordinate with another DBE supplier, GVSM Electrical Supply, to provide materials to meet the DBE goal. The updated Disadvantaged Business Enterprise Program form is provided as **Attachment B** and the DBE Certification for GVSM Electrical Supply is provided as **Attachment C**. We coordinated this with the FAA Orlando Airport District Office and they agreed the contractor could provide a revised DBE Program form within five days of bid submittal.

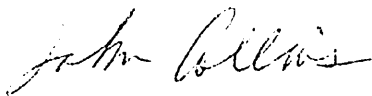
Two multiplication discrepancies were identified in the bid submitted by American Infrastructure Services. The product of the unit price and quantity does not equal the written Total Amount/Item in the Bid Schedule for Bid Item No. 8 and 9. As stated in Section 17.1 Instruction to Contractors of the bidding documents, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum; therefore, the amounts included in the bid tabulation include the corrected total amounts. This correction does not affect the recommended bid award.

Notwithstanding the County's final review of the complete bid documents, legal review of bid forms, FAA concurrence that the contractor made a good faith effort to meet the DBE goal, and based on our assessment of the above, we recommend award of the contract to TCA Electrical Contractors, Inc. at the bid amount of \$396,847.50. The County is currently finalizing the FAA grant (participation at 90% of the project funding) and have already procured the FDOT grant (participation at 10% of the project funding) for this project. It is recommended that the County procure the FAA grant prior to awarding the construction contract to protect the County from obligating County funds without an assurance of federal reimbursement.

We stand ready to assist the Airport in the implementation of this important project based on your determination of the desirability of the award at this time. Should you have any questions or require additional information, please do not hesitate to contact us at your convenience.

Sincerely,

AVCON, INC.



John Collins, P.E.
Project Manager

Enclosures as noted

ATTACHMENT A

BID TABULATION (BIDS OPENED JUNE 19, 2018)
UPGRADE AIRFIELD LIGHTING PROJECT
PERRY FOLEY AIRPORT

| ITEM NUMBER | BID ITEM | ITEM DESCRIPTION | UNIT | QUANTITY | ENGINEER'S ESTIMATE | | TCA ELECTRICAL CONTRACTORS, INC. | | AMERICAN INFRASTRUCTURE SERVICES | | HL FRUIT CORPORATION | |
|-------------------|----------|--|------|----------|---------------------|-------------------|-------------------------------------|-------------------|-------------------------------------|-------------------|----------------------|-------------------|
| | | | | | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL | UNIT PRICE | EXTENDED TOTAL |
| 1 | M-101-1 | MOBILIZATION | LS | 1 | \$ 20,000.00 | \$ 20,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 60,000.00 | \$ 60,000.00 | \$ 56,000.00 | \$ 56,000.00 |
| 2 | L-104-1 | TEMPORARY POWER & TEMP AIRFIELD LIGHTING/SIGNAGE/NAVIGATIONAL FACILITIES | LS | 1 | \$ 15,000.00 | \$ 15,000.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 28,333.00 | \$ 28,333.00 | \$ 5,600.00 | \$ 5,600.00 |
| 3 | L-105-1 | ELECTRICAL DEMOLITION - AIRFIELD LIGHTING | LS | 1 | \$ 25,000.00 | \$ 25,000.00 | \$ 20,000.00 | \$ 20,000.00 | \$ 28,333.00 | \$ 28,333.00 | \$ 22,000.00 | \$ 22,000.00 |
| 4 | L-101-1 | L-801A - AIRPORT ROTATING BEACON (REPLACE EXISTING BEACON - TOWER REPAIRS) | EA | 1 | \$ 30,000.00 | \$ 30,000.00 | \$ 18,000.00 | \$ 18,000.00 | \$ 25,717.00 | \$ 25,717.00 | \$ 26,000.00 | \$ 26,000.00 |
| 5 | L-108-1 | 1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE | LF | 28,545 | \$ 1.50 | \$ 42,817.50 | \$ 1.10 | \$ 31,398.50 | \$ 1.35 | \$ 38,535.75 | \$ 1.70 | \$ 48,528.50 |
| 6 | L-108-2 | 1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT | LF | 18,300 | \$ 2.25 | \$ 41,175.00 | \$ 2.00 | \$ 36,600.00 | \$ 2.15 | \$ 39,345.00 | \$ 2.10 | \$ 38,430.00 |
| 7 | L-108-3 | 0.75" DIA. BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD | EA | 228 | \$ 100.00 | \$ 22,800.00 | \$ 75.00 | \$ 17,100.00 | \$ 117.00 | \$ 26,442.00 | \$ 130.00 | \$ 29,364.00 |
| 8 | L-110-1 | 1W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT | LF | 10,563 | \$ 3.50 | \$ 36,970.50 | \$ 6.00 | \$ 63,378.00 | \$ 4.80 | \$ 48,588.00 | \$ 8.50 | \$ 88,858.50 |
| 9 | L-110-2 | 1W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT | LF | 1,535 | \$ 20.00 | \$ 30,700.00 | \$ 25.00 | \$ 38,375.00 | \$ 22.35 | \$ 34,307.25 | \$ 18.00 | \$ 27,630.00 |
| 10 | L-110-3 | 2W2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT | LF | 1,710 | \$ 8.00 | \$ 13,680.00 | \$ 20.00 | \$ 34,200.00 | \$ 6.85 | \$ 11,371.50 | \$ 11.00 | \$ 18,810.00 |
| 11 | L-110-4 | 4W2" SCHEDULE 80 PVC DIRECTIONAL BORED DUCT | LF | 100 | \$ 38.00 | \$ 3,800.00 | \$ 45.00 | \$ 4,500.00 | \$ 37.35 | \$ 3,735.00 | \$ 24.00 | \$ 2,400.00 |
| 12 | L-110-5 | 1W4" SPLIT DUCT CONCRETE ENCASED | LF | 100 | \$ 50.00 | \$ 5,000.00 | \$ 25.00 | \$ 2,500.00 | \$ 25.00 | \$ 2,500.00 | \$ 10.00 | \$ 1,000.00 |
| 13 | L-125-1 | L-852D(L) MRL RUNWAY EDGE LIGHT - YELLOW/CLEAR (A,C) | EA | 3 | \$ 2,500.00 | \$ 7,500.00 | \$ 5,000.00 | \$ 15,000.00 | \$ 5,142.00 | \$ 15,426.00 | \$ 8,500.00 | \$ 25,500.00 |
| 14 | L-125-2 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE (NEW) | EA | 2 | \$ 3,800.00 | \$ 7,600.00 | \$ 4,000.00 | \$ 8,000.00 | \$ 5,075.00 | \$ 10,150.00 | \$ 5,800.00 | \$ 11,600.00 |
| 15 | L-125-3 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE (ON EXIST. PAD) | EA | 1 | \$ 4,500.00 | \$ 4,500.00 | \$ 3,800.00 | \$ 3,800.00 | \$ 3,750.00 | \$ 3,750.00 | \$ 4,200.00 | \$ 4,200.00 |
| 16 | L-125-4 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE (ON EXIST. PAD) | EA | 2 | \$ 4,800.00 | \$ 9,600.00 | \$ 3,900.00 | \$ 7,800.00 | \$ 4,917.00 | \$ 9,834.00 | \$ 5,200.00 | \$ 10,400.00 |
| 17 | L-125-5 | L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE (ON EXIST. PAD) | EA | 1 | \$ 7,900.00 | \$ 7,900.00 | \$ 4,200.00 | \$ 4,200.00 | \$ 4,717.00 | \$ 4,717.00 | \$ 6,200.00 | \$ 6,200.00 |
| 18 | L-125-6 | L-858C MANDATORY HOLD SIGN - SINGLE FACE UNLIGHTED | EA | 1 | \$ 2,850.00 | \$ 2,850.00 | \$ 1,750.00 | \$ 1,750.00 | \$ 4,385.00 | \$ 4,385.00 | \$ 3,800.00 | \$ 3,800.00 |
| 19 | L-125-7 | L-881(L) RUNWAY EDGE LIGHT CLEAR/CLEAR (A) | EA | 10 | \$ 1,500.00 | \$ 15,000.00 | \$ 800.00 | \$ 8,000.00 | \$ 2,850.00 | \$ 28,500.00 | \$ 2,400.00 | \$ 24,000.00 |
| 20 | L-125-8 | L-881(L) RUNWAY EDGE LIGHT YELLOW/CLEAR (A,C) | EA | 37 | \$ 1,500.00 | \$ 55,500.00 | \$ 775.00 | \$ 28,875.00 | \$ 2,733.00 | \$ 101,121.00 | \$ 2,200.00 | \$ 81,400.00 |
| 21 | L-125-9 | L-881E(L) ELEVATED RUNWAY THRESHOLD/END LIGHT, GREEN/RED (C) | EA | 8 | \$ 1,500.00 | \$ 12,000.00 | \$ 785.00 | \$ 6,360.00 | \$ 1,558.00 | \$ 12,464.00 | \$ 2,400.00 | \$ 19,200.00 |
| 22 | L-125-10 | L-887B BASE CAN | EA | 2 | \$ 550.00 | \$ 1,100.00 | \$ 550.00 | \$ 1,100.00 | \$ 808.00 | \$ 1,616.00 | \$ 1,200.00 | \$ 2,400.00 |
| 23 | L-125-11 | L-887D BASE CAN | EA | 2 | \$ 750.00 | \$ 1,500.00 | \$ 850.00 | \$ 1,700.00 | \$ 1,000.00 | \$ 2,000.00 | \$ 1,400.00 | \$ 2,800.00 |
| 24 | L-125-12 | L-887E BASE CAN | EA | 4 | \$ 900.00 | \$ 3,600.00 | \$ 600.00 | \$ 2,400.00 | \$ 1,858.00 | \$ 7,432.00 | \$ 1,850.00 | \$ 7,400.00 |
| 25 | L-125-13 | FIELD LIGHTNING ARRESTOR ASSEMBLY | EA | 9 | \$ 900.00 | \$ 8,100.00 | \$ 840.00 | \$ 7,560.00 | \$ 775.00 | \$ 6,975.00 | \$ 950.00 | \$ 8,550.00 |
| 26 | L-125-14 | JUNCTION CAN PLAZA - FOUR CAN | EA | 2 | \$ 4,500.00 | \$ 9,000.00 | \$ 2,500.00 | \$ 5,000.00 | \$ 5,833.00 | \$ 11,266.00 | \$ 6,500.00 | \$ 13,000.00 |
| Total Bid Amount: | | | | | \$ | 427,993.00 | \$ | 398,847.50 | \$ | 560,545.30 | \$ | 560,886.00 |

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBE's

| MBE Subcontractors Names/Addresses/ Identity | Subcontract Work Item | Dollar Value of Subcontract Work |
|---|-----------------------|-------------------------------------|
| GYSM Electrical Supply, 5756 Glynn Forest Dr., Norcross Ga. 30093 | Material Supplier | 18969 ³¹ |
| | | |
| | | |

WBE's

| Women Subcontractors Names/Addresses/ Identity | Subcontract Work Item | Dollar Value of Subcontract Work |
|---|-----------------------|-------------------------------------|
| | | |
| | | |
| | | |

OSE's

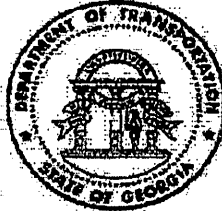
| Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity | Subcontract Work Item | Dollar Value of Subcontract Work |
|--|-----------------------|-------------------------------------|
| | | |
| | | |
| | | |

Total Dollar Value of Subcontract Work
Total Dollar Value of Basic Bid
Total DBE Percent

18969³¹
346,847⁵⁰
4.78 %

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

Russell R. McMurtry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1980

May 22, 2018

Veronica Riley, Owner
GVSM Electrical, LLC
5756 Glyn Forest Drive
Norcross, GA 30093

ANNIVERSARY DATE: Annually on May 22

Veronica Riley:

Congratulations! The Georgia Department of Transportation has reviewed your Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

DBE Certification will be continuous; however, it is contingent upon the firm maintaining its eligibility annually through this office. You will receive an Annual Affidavit for Continuing Eligibility (AACE) and request for Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. The Annual Affidavit for Continuing Eligibility document must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.

Your firm will be listed in Georgia's UCP DBE Directory which can be accessed through the Department's website: www.dot.ga.gov. Prime contractors and consultants can verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this Directory.

Your GDOT Vendor ID Code is: 15577

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

425120 Wholesale Trade Agents & Brokers

It is your obligation to notify GUCP of any changes in ownership and/or control of your company. If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change in writing by sworn affidavit and with supporting documents within thirty (30) days. Changes also include but are not limited to officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so will be deemed a failure, on your part, to cooperate and will result in immediate actions to remove DBE certification in accordance with 49 CFR Part 26, Section 26.83 (f) of the Federal DOT Regulation.

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (404) 631-1972. Our fax number is (404) 631-1943.

Sincerely,


Betty C. Mason, Asst. EEO Administrator


Kimberly A. King, EEO Director

KAK/vqa

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Task Order No. 8 -Upgrade Airfield Lighting at Perry-Foley Airport with AVCON, Inc. in the amount of \$29,930.

MEETING DATE REQUESTED:

July 2, 2018

Statement of Issue: Board to review and approve Task Order No. 8- Upgrade Airfield Lighting with AVCON, Inc.

Recommended Action: Approve Task Order No. 8

Fiscal Impact: The fees in the scope of work for Task Order No. 8 will be 100% grant funded by FAA and FDOT.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Task Order 8 is the design, engineering, and construction management services associated with the upgrading of the airfield lighting at Perry-Foley Airport. FAA requires that an executed Task Order is submitted with the grant application for the project consultant/engineer.

ATTACHMENTS: Task Order No. 8 - Upgrade Airfield Lighting between the Board of Commissioners and AVCON, Inc.

**TASK ORDER NO. 8
UPGRADE AIRFIELD LIGHTING
BID AND CONSTRUCTION PHASE SERVICES**

**Perry Foley Airport
Professional Bid and Construction Phase Services
June 2018**

Task Order No. 8

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:** Upgrade Airfield Lighting – Bid and Construction Phase Services
- 3. Task Description/Scope of Services:** Consultant shall perform services as identified in Exhibit "A" – Scope of Services attached 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 and summarized as follows:

| Tasks | AVCON Fee |
|--------------------------------------|------------------|
| Task 1: Bid Phase Services: | \$ 9,570.00 |
| Task 2: Construction Phase Services: | \$ 20,360.00 |
| Totals: | \$ 29,930.00 |

The Lump Sum fee for the services shall be Twenty-Nine Thousand, Nine Hundred Thirty dollars (\$29,930.00) 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 Consultant shall perform the services identified in Section 3 at a schedule acceptable to the County.
- 6. Deliverables:** Consultant shall submit the following items:

| | |
|-----------|------------------------------------|
| Task 2.1 | 11x17, Bid Documents |
| Task 2.5 | Recommendation of Award |
| Task 2.7 | Release for Construction Documents |
| Task 3.8 | Substantial Completion Punch-List |
| Task 3.11 | Close-out documents |

Accepted by:

**Taylor County Board of
County Commissioners**

By: _____

Printed Name: Ms. Pam Feagle

Title: Chairperson

Accepted by:

AVCON, Inc.

By: _____

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

Title: Regional Manager

EXHIBIT "A"
SCOPE OF SERVICES - AVCON, INC.

Upgrade Airfield Lighting
Professional Bid and Construction Phase Services
Perry Foley Airport, Taylor County, Florida
June 2018

SECTION A: PURPOSE

The purpose of this project is to perform bid and construction phase services for the Upgrade Airfield Lighting project at Perry Foley Airport. This scope of work details the bid and construction phase services to be performed by AVCON, INC. for this project.

The project tasks identified for this contract generally include the following elements:

- Agency coordination throughout the bid and construction phases
- Development of Bid Documents and Release for Construction Documents
- Assist Taylor County during the bid period
- Administer the construction contract

SECTION B: DESCRIPTION OF TASKS

The following elements describe the individual services to be provided as part of this work effort. Man-hour estimates for the work described below are detailed in Exhibit "B."

Task 1: Bid Phase Services:

1. **Finalize bid documents:** Following incorporation of review comments as part of the design phase, AVCON shall prepare, reproduce and administer distribution of bidding documents to prospective contractors. Five (5) copies of the bidding documents shall be made available to the COUNTY as part of this task. Bidding documents shall be made available to prospective contractors at a nominal fee to address printing costs.
2. **Address bidders questions:** AVCON shall respond to questions from bidders to clarify the intent of the bid documents. AVCON shall also prepare necessary addenda and administer distribution of any addenda or other information to all prospective bidders.
3. **Attend Pre-Bid meeting:** AVCON shall arrange and conduct a Pre-Bid meeting to review the requirements and improvements contained in the bid documents. The meeting shall offer prospective bidders the opportunity to ask questions and to request clarification of items. Minutes of the meeting shall be prepared and distributed to the COUNTY and all participants.
4. **Prepare Addenda:** As required, prepare and distribute addenda to the bid documents to all planholders.
5. **Prepare Bid Tabulation and Recommendation of Award:** Following the Bid Opening, AVCON shall prepare a tabulation of bids received in the project Bid Opening and shall verify the contents and accuracy of the bid documents. The bid tabulation shall include the Engineer's Estimate. Based on bids received and other qualification requirements established for the project, Consultant shall provide a recommendation of award to the COUNTY and shall assist in the notification of award.

SCOPE OF SERVICES - AVCON, INC.

Upgrade Airfield Lighting – Bid and Construction Phase Services

June 2018

6. **Prepare grant application materials:** Based on COUNTY input, AVCON shall prepare and submit for COUNTY submission to FAA project summaries, budgets, and anticipated funding sources for the proposed project following award of the project.
7. **Prepare conformed (construction) documents:** AVCON shall prepare and submit conformed plans and specifications that incorporate addenda items to serve as the "Release for Construction" set. A total of five (5) half-size sets of conformed documents shall be provided to the COUNTY.

Consultant Professional Services for Task 1:

Senior Project Manager @ 18 hours
Project Engineer @ 52 hrs
Senior CAD Technician @ 18 hrs
Clerical @ 26 hrs
Expenses: \$460.00

Total Lump Sum Fee for Task 1: \$9,570.00

Task 2: Construction Phase Services: At the time of the pre-construction conference, the Construction Phase Services will begin. These services provide for continuing interface services among the COUNTY, Contactor and the AVCON team throughout the construction phase of the project, including project closeout. These services shall include:

1. **Coordinate with FAA, FDOT, and County:** AVCON shall provide the necessary coordination between the funding agencies and the COUNTY to coordinate project questions and to keep all parties informed of the project status.
2. **Attend Pre-Construction Conference:** AVCON shall attend and conduct a Pre-Construction conference with the construction contractor and the COUNTY to review the project work elements, schedule, phasing, safety, contractual items, and other issues pertaining to successful performance of the project. AVCON shall prepare and distribute written minutes of the meeting.
3. **Review shop drawings and submittals:** AVCON shall review and process shop drawings, samples and other submissions as to conformance with design concept and construction documents.
4. **Respond to contractor requests for information:** AVCON shall respond to Request for Information or other questions by contractor during the construction phase.
5. **Provide site visit - 2 trips:** AVCON shall visit the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. AVCON will not be required to make extensive and continuous on-site inspections to check the quality or quantity of work and AVCON will not be responsible for the means, methods, techniques, sequences or procedures of the construction selected by the Contractor(s), or the safety precautions and programs incidental to the work of the Contractor(s). AVCON's efforts will be directed toward providing assurance for the COUNTY that the completed project will generally conform to the Contract Documents. During such visits and on the basis of on-site observations,

SCOPE OF SERVICES - AVCON, INC.

Upgrade Airfield Lighting – Bid and Construction Phase Services

June 2018

AVCON shall keep the COUNTY informed of the progress of the work, shall endeavor to guard the COUNTY against defects and deficiencies on the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.

6. **Review pay applications:** AVCON shall review and process the Contractor' applications for payment, and recommend to the COUNTY construction payments based upon properly completed construction.
7. **Prepare and coordinate Change Orders:** AVCON shall prepare change order cost estimates and paperwork, and coordinate with the Contractor, FAA, FDOT, and County to execute project change orders.
8. **Participate in substantial completion inspection:** AVCON shall attend the Substantial Completion inspection to verify the general conformance of the construction and to identify any deficiencies to be included in a project punch-list. AVCON shall coordinate with regulatory agencies to invite their participation in the inspection.
9. **Administer punch-list:** AVCON shall coordinate with the contractor to ensure acceptable completion of identified punch-list items. AVCON shall administer the punch-list through project completion.
10. **Participate in Final Completion walk-thru:** AVCON shall attend a Final Completion walk-through of the construction upon completion of the identified punch-list items in order to verify completeness of work and to determine acceptance of the constructed work. The work shall include an evaluation to determine whether the work items satisfy the contract requirements and shall include the issuance of a notice of completion/acceptance.
11. **Prepare record drawings/close-out documents:** AVCON shall prepare and provide three sets of drawings and one set of electronic files in ACAD format reflecting the installation and construction of the work features as constructed on site. Drawings shall be stamped "Record Drawings." AVCON shall compile two copies of necessary project documents for FDOT records. Three (3) Close-out manuals shall be provided to the COUNTY and shall include a summary of project costs, copies of contract changes, pay requests, test reports, and other documentation reflecting the performance of the contract.

Consultant Professional Services for Task 2:

Senior Project Manager @ 98 hours
Project Engineer @ 28 hrs
Senior CAD Technician @ 18 hrs
Clerical @ 16 hrs
Expenses: \$1,150.00

Total Lump Sum Fee for Task 1: \$20,360.00

SCOPE OF SERVICES - AVCON, INC.

Upgrade Airfield Lighting – Bid and Construction Phase Services

June 2018

SECTION C: ASSUMPTIONS AND EXCLUSIONS

The following elements of work shall not be performed by AVCON as part of this scope, but shall be considered additional services:

- Construction activities
- Preparation or submittal of construction permit applications
- Environmental permitting
- All applicable permit fees to be paid separately by the COUNTY.

SECTION D: OUT-OF-POCKET EXPENSES

All job-related travel, job-related reprographic costs and supplies, interim review document printing, fax and long distance charges, mail and express mail services, and printing and plotting costs associated with the design and preparation of contract documents shall be included in the direct expense budget.

SECTION E: ADDITIONAL SERVICES

Additional services may be added to this contract during the course of work based upon agreed fees at the labor rates identified in the contract. No work shall be undertaken in accordance with any additional service tasks without the written authorization of Taylor County.

SECTION F: SCHEDULE

A schedule will be developed with the County to ensure that applicable federal and state deadlines are met to maintain grant eligibility. For any unreasonable delays in obtaining required materials to be provided by others, the anticipated design schedule shall be extended an equivalent number of days.

END OF SCOPE

13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE LEASING OF APPROXIMATELY 296 ACRES IN TAYLOR COUNTY FOR THE HARVESTING OF SAW PALMETTO BERRIES.

MEETING DATE REQUESTED:

JULY 2, 2018

Statement of Issue:

THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS AND ADVERTISING FOR BIDS FOR THE LEASING OF APPROXIMATELY 296 ACRES IN TAYLOR COUNTY FOR THE HARVESTING OF SAW PALMETTO BERRIES.

Recommended Action:**Fiscal Impact:**

UNKNOWN AT THIS TIME

Budgeted Expense:

N/A

Submitted By:

LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS EXPRESSED AN INTEREST IN LEASING COUNTY PROPERTY LOCATED NEAR HAMPTON SPRINGS PARK FOR THE HARVEST OF SAW PALMETTO BERRIES. STAFF HAS PREPARED DRAFT BID DOCUMENTS TO SOLICIT BIDS FOR THE LEASE OF PROPERTY FOR THE PALMETTO BERRY HARVEST. THE BIDS WILL BE BASED UPON A PER POUND PRICE OF HARVESTED BERRIES.

Options:

APPROVE/NOT APPROVE/ REVISE

Attachments:

BID DOCUMENTS AND ADVERTISEMENT



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

NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA. BIDS WILL BE FOR A PER POUND PRICE OF HARVESTED BERRIES.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **"Sealed bids for 'THE LEASING OF EIGHTY 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA'"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on August 3, 2018. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at 6:05 pm local time, or as soon thereafter as practical, on August 6, 2018 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

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

For additional information and a bid package contact

Ted Lakey
201 E. Green Street
Perry, FL 32348
(850)838-3500

ted.lakey@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

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

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Ted Lakey, County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 or ted.lakey@taylorcounty.gov.com. Documents may also be obtained from www.taylorcountygov.com.
2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, August 3, 2018.**
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"for THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA."**
4. All bids **MUST** have a name and mailing address shown on the outside of the envelope or package when submitted.
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on August 6, 2018 at 6:05 p.m. or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. **Every** employee **must** be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send the to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
14. For additional information, contact

Ted Lakey, County Administrator
201 E. Green Street
Perry, FL 32347
850-838-3500

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the amount the bidder will pay per pound of Saw Palmetto Berries harvested.

The bidder must lease all 296 ± acres. The acreage will not be divided into parcels.

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

SCOPE OF WORK

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

for THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.

Saw Palmetto Berries are typically harvested during the late summer or early Fall. The berries will persist on the plant for several weeks.

The property can be inspected weekdays by appointment by contacting Ted Lakey at 850-838-3500 or at ted.lakey@taylorcountygov.com. Maps can be provided upon request.

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

The method of compensation will be on a per pound basis. Scale tickets or a mutually agreed upon tracking ticket will be used to monitor, track loads and ensure correct payment.

Payment for each crop year will be due by November 30, 2018.

This agreement will be for a period of one (1) year.

The successful bidder may not sub-lease the acreage.

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

The successful bidder may only use the land leased for the harvesting of saw palmetto berries.

The successful bidder will be responsible for safe operation of their equipment and the activities of any employee involved in the grounds preparation, grounds maintenance and the harvesting of Saw Palmetto Berry operations.

The successful bidder will be responsible for the property security related to the preparation and maintenance and the harvest of Saw Palmetto Berries and their employees which have access to the property.

The successful bidder understands that equipment operation and movement will be coordinated with management.

The successful bidder understands that:

- The property will be left in the original condition during and after operations pertaining to this contract.
- All adjoining and interior roads will be kept in good conditions at all times.
- There will be no damage to trees or other resources.
- Wildlife is abundant in these areas and will not be harmed.
- No activities other than specified work are to be performed on this property.
- No debris will be left on site.
- Must provide at a minimum one person fluent in English on-site every day of harvest.
- The County is not responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Board of County Commissioners.



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

PROJECT IDENTIFICATION: THE LEASING OF 296 ± ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA.

THIS BID IS SUBMITTED TO:

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

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 247 ± acres for the harvesting of Saw Palmetto Berries. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

- (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

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

The harvest of palmetto berries may commence after the signing of the contract and will end on October 31, 2019.

Payment for harvest will be due by November 30, 2018.

Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.

5. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.
6. Communications concerning this Bid shall be addressed to:

Ted Lakey, County Administrator
201 E. Green Street
Perry, FL 32347
(850) 838-3500
Ted.lakey@taylorcountygov.com

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.
8. **BIDDER AGREES TO LEASE. 296 ± ACRES FOR THE HARVEST OF SAW PALMETTO BERRIES FOR THE COST OF _____ PER POUND.** (This **MUST** be filled out by Bidder.)

SUBMITTED on _____, 20____

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNESHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION: _____

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)

Name of Person Authorized to Sign

(Corporate Seal) _____

Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

BID CHECKLIST

Check Items Included:

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

Checklist must be included with the bid.

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,

(Name of individual signing)

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

day of _____, _____.

NOTARY PUBLIC

My commission expires: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

DRAFT SHADY GROVE COMMUNITY CENTER RENTAL AGREEMENT



MEETING DATE REQUESTED:

JULY 2, 2018

Statement of Issue:

THE BOARD TO CONSIDER APPROVAL OF DRAFT SHADY GROVE COMMUNITY CENTER RENTAL AGREEMENT.

Recommended Action:

Fiscal Impact:

UNKNOWN AT THIS TIME

Budgeted Expense:

N/A

Submitted By:

TED LAKEY, COUNTY ADMINISTRATOR

Contact:

838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SHADY GROVE COMMUNITY CENTER IS CURRENTLY OPEN FOR RENTAL OF EVENTS. REQUEST BOARD APPROVAL OF DRAFT RENTAL AGREEMENT AND FEES.

Options:

APPROVE/NOT APPROVE/ REVISE

Attachments:

DRAFT AGREEMENT



Shady Grove Community Center

Venue Rental Packet Rental Fees, & Policies

MALCOLM PAGE
District 1

JIM MOODY
District 2

STEVE SPRADLEY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
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(850) 584-6113 Phone
(850) 584-2433 Fax

Thank you for your interest in **SHADY GROVE COMMUNITY CENTER** and/or its grounds. Shady Grove Community Center is a Taylor County Community Center. Our community centers are excellent places for meetings, parties, and group gatherings.

Rental Fees for SHADY GROVE COMMUNITY CENTER

❖ RENTAL FEE

- \$100 Rental Fee + \$75 Cleaning Fee = \$175 + 12.25 Tax* = \$187.50
 - Include \$187.50 check, which will cover your rental and cleaning fee with your application.
- PLUS
 - Include an additional \$50.00 damages deposit check which will be returned to you at the conclusion of your event if no damage occurred to the facility.

❖ THE REMAINDER OF THE PARK is open for community use without rental on a first come basis

***RENTER must produce a tax document proving your non-profit status to be exempt from paying tax.**

❖ Procedure for Reserving SHADY GROVE COMMUNITY CENTER

1. Fill out our **Reservation and Event Permit Application for Public Events**.
2. Submit the application as far as 1 year prior to your event (but no closer than two (2) weeks prior). Your reserved date and time will be tentatively reserved pending final approval.
3. APPLICATION FEE CHECKS should be written to Taylor County BOCC.
4. Your check will tentatively hold your requested date and time, pending final approval of your application.
5. All applications will be approved by the Taylor County Administrator.
6. Application must be received at least two weeks prior to your requested date.
7. ALL FEES MUST BE PAID AT THE TIME OF RESERVATION.
8. YOUR DAMAGES DEPOSIT CHECK will be held UNCASHED until INSPECTION after the conclusion of your event. You may pick your check up from the Community Services Director at the Library OR you may choose to have it mailed to you once you have cleared inspection.

Cancellation

1. Cancellation must be made in writing, at least two (2) weeks prior to event to receive uncashed \$175.00 deposit.

Responsibilities of Renter

1. Obtaining entry into facility is the RENTERS responsibility.
Please coordinate one week in advance.
2. ALL ITEMS BROUGHT INTO THE BUILDING MUST BE REMOVED from the venue at the time of rental.

Please complete the application attached and deliver to:

Deidra Newman
Community Services Director

Taylor County Public Library
403 N. Washington Street, Perry, FL 32347
(850)838-3512

During the hours of:

Monday – Thursday (9 am – 7 pm)

Friday (9 am to 5 pm)

Saturday (10 am – 2 pm)

Email: dnewman@taylorcountygov.com

(For information only) application must be submitted with payment in person

REGULATIONS:

Here are a few of them.

- No alcohol is allowed in the building or in the county park.
- No smoking is allowed in the building or in the county park.
- No indecent or illegal conduct of any kind is allowed in the building or in the county park.
- Parking is allowed in marked areas only. Illegally parked vehicles may be towed.

Confirmations and Payment

We make facility available on a first-come, first-served basis. You may rent the facility during hours and on dates not filled by Taylor County Board of County Commissioners or Advisory Council activities and programs. These programs are scheduled on a monthly and quarterly basis. We will confirm your rental as soon as the Facility Use Rental and Agreement Forms have been completed, you have submitted your payment and your event has been approved. At that time we will give you copies of all these documents. No other letter or materials will follow. If you have any questions, please contact the Community Services Director.

You may pay for facility rental by cash, check, money order, or cashier's check made payable to the Taylor County Board of County Commissioners. If payment is made by a personal check with insufficient funds in the account, a \$35 fee will be added to the total and the terms of the permit are canceled until the permittee pays the amount due. Check with the Community Services Director for your deposit at the end of your rental.

Tips for a Great Event

- **Plan ahead.** You may reserve the facility up to one year ahead. You are more likely to get the facility and date you want if you plan ahead.
- **Provide details.** The more our Parks and Recreation staff know about your event, the better service and support we can provide for you. Remember all fees must be paid in full at the time of booking. Facilities cannot be held or reserved without full payment.
- **Don't assume.** Spell out your expectations in detail. Miscommunication can cause problems.
- **Allow enough time for your setup and cleanup.** Both are required for a successful event.

FREQUENTLY ASKED QUESTIONS:

1. **Do you have a wedding package with linens and caterer etc.?** No. Renters must provide all of their own wedding supplies
2. **If I have a wedding and a rehearsal dinner do I pay for 2 days?** Yes, Renters would pay for a 2 day rental for these 2 separate events.
3. **If I need to get in the night before to decorate, is this okay? Yes, is the venue is not rented for another event.** However, this is a courtesy and cannot be used for a rehearsal dinner the night before.
4. **Is it the same fee for a Birthday Party as it is for a wedding?** YES, the Community center is open for rent to the community and is the same fee regardless of the APPROVED event.
5. **How many people will the venue hold? The venue will hold 100 people.** However, this is not 100 people seated comfortably at tables. It is recommended that you come look at the venue and plan accordingly for your event.
6. **Does the venue come with wedding appropriate table and chairs?** NO- The venue rental does not include professional style table and chairs at this time.
7. **Can we use lit candles?** No fireless candles only may be used in the venue
8. **May be hang things on the walls.** No. There may be no screws, nails, or tasks or punctures of any kind placed in the walls. NON-destructive hangers may be used.
9. **Can my caterer have access to the kitchen?** Yes, the caterer will have full access to the kitchen.
10. **Is this premises handicap (ADA) accessible?** YES, the venue is fully ADA accessible.
11. **Is there a bridal suite?** There are 2 small side rooms that can be used as a bridal changing area. We recommend you taking a look at the venue before renting.
12. **What time can I have my event until?** The community center event must end no later than 12:00 midnight.

If you can think of other questions we should add to our frequently asked question section please let us know.

SHADY GROVE COMMUNITY CENTER RESERVATION APPLICATION

1. APPLICANT

Applicant's Name: _____ **Title:** _____

Company Name: _____

Company Address: _____

Daytime Phone: _____ **Evening Phone:** _____

Emergency Phone: _____ **Email:** _____

2. PURPOSE and BRIEF DESCRIPTION OF EVENT

3. REQUESTED EVENT COMPONENTS

A. Requested Date of Event (First Choice) Date (_____)

B. Alternate Date of Event (Second Choice) Date (_____)

C. Requested Hours of Operation: From (_____) **A.M. to** (_____) **P.M.**

D. Requested Hours of Set Up: Beginning Date (_____)

From: (_____) **A.M. to** (_____) **P.M.**

E. Describe the number of people expected to be at the event (_____)

4. FOOD, BEVERAGES AND OR ENTERTAINMENT

A. If there will be music, a dance, sound amplification, or any other noise impact, please describe, including the intended hours of the music, sound or noise.

B. Will you utilize the kitchen? (_____)

C. Will you be selling any items at your event ?* _____

If so what items will you be selling?* _____

D. Do you plan to sell concessions?* _____

*******The Applicant shall be required to secure, obtain /acquire, and maintain for the duration of the event, any, and all permits, licenses and approvals that are required for, or associated with, APPLICANT's use of the premise and facilities herein. (For example selling concessions).**

5. **AMERICANS WITH DISABILITIES ACT (ADA)** Applicants are hereby advised that, in accordance with applicable provisions of the Americans with Disabilities Act (ADA), all Special Events conducted on Taylor County property and open to the public shall be accessible to people with disabilities, County staff shall ensure that each Special Event venue provides for an adequate number of accessible parking spaces in appropriate locations, accessible routes throughout the site, and other accessible features for food service, restroom facilities (including accessible portable toilets), assemble area seating, etc. where such elements or facilities are provided for the public. No ADA accessible element or facility shall be obstructed, or removed, relocated or otherwise altered without prior written approval by the County. Applicants must coordinate with County staff as necessary to ensure compliance with provisions contained in this paragraph, failure to do so may result in revocation of this Special Event Permit.

6. **INDEMNIFICATION & HOLD HARMLESS :**

To the extent permitted by the law, the APPLICANT shall indemnify, defend, and hold harmless the COUNTY, its officials, agents, servants and employees from all claims (including tort-based, contractual, injunctive, and or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorney's fees), suits administrative actions, arbitration or mediation originating from, connected with, or associated with, or growing out of (directly and / or indirectly), the APPLICANT's use of the premises and facilities described herein. Moreover, the APPLICANT shall idemnify, defend, and hold the COUNTY, its officials, agents, servants, and employees harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of the APPLICANT's direct and or indirect negligent or intentional acts or omissions associated with the above-noted actions and activities. *This provision relating to Indemnification, is seperate and apart from, and is in no way limited by, any insurance provided by the APPLICANT, set set forth herin or otherwise.

Application must be received a minimum of two weeks prior to your requested to your date. Applicant will be responsible for additional facility use fees, dependent on facility choice. Facility use fees must be paid in full at time of reservation.

Print Name of Authorized Applicant

Original Signature of Authorized Applicant

Print Name of Witness

Date Signed Original

Signature of Witness

Date

Please note there must be an original signature and a witness to your signature before submitting this application in order for it to be considered for permitting. Electrical signatures are not acceptable.

-----County Use Only-----

Resident _____ Non-Resident _____ Verified: _____ Date Paid _____

Method of Payment: _____ Check# _____ Cash: _____ Money Order _____

Application is APPROVED _____ DENIED _____ APPROVED WITH CONDITIONS _____

County Administrator Date _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



MEETING DATE REQUESTED:

July 2, 2018

Statement of Issue: Memorandum of Agreement for Election Security Grant

Recommended Action: BCC Signature on Attachment C (Certificate of Equipment for Casting and Counting Ballots)

Fiscal Impact: none

Budgeted Expense: none

Submitted By: Dana Southerland, Supervisor of Elections

Contact: Dana Southerland, Supervisor of Elections

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Grant Package Attached

Options:

Attachments:

MEMORANDUM OF AGREEMENT

FOR ELECTIONS SECURITY GRANT UNDER THE HELP AMERICA VOTE ACT

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and _____ Supervisor of Elections for _____ County, Florida). This agreement governs the receipt and use of federal funds as specified herein.

I. Governing Law

Pursuant to the Omnibus Appropriations Act of 2018 enacted on March 23, 2018, \$380 million in grants were allocated to States to improve the administration of elections for Federal office, including to enhance technology and make certain election security improvements. Through a formula described in Sections 101 and 1043 of the Help America Vote Act (HAVA) of 2002 (Public Law 107-252), Florida was allocated \$19,187,003. The State's non-federal match requirement for this award is \$959,350 (5% of the Federal funds) to be satisfied over a two-year period.

Of the \$19,187,003 distributed to the State of Florida, the Florida Legislative Budget Committee has authorized the Department of State ("Department" hereinafter) to distribute among Florida's 67 county Supervisors of Elections ("Sub-recipients" hereinafter) a sum total of fifteen million, four hundred and fifty thousand dollars and no cents (\$15,450,000) in non-recurring funds for use in the 2018 Primary and General Elections. This authorization is made pursuant to section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401 ("Help America Vote Act Requirements Payments").

II. Scope of Work, Deliverables, Restrictions

A. Scope of Work

Funds provided under this agreement shall be used for advance payment for allowable expenses to enhance elections security for the 2018 Primary and General Elections. Those allowable expenses and the timeline by when requests must be submitted and funds must be spent are described below in greater detail in the table in subsection B.

B. Deliverables, Minimum Levels of Service, and Financial Consequences

| Deliverables (Option 1 and/or 2) | Minimum Level of Service | Financial Consequences |
|--|---|---|
| 1. Federal Election Administration Activities - The purchase of services and/or products that do the following for the 2018 Primary and/or General Elections: <ul style="list-style-type: none">Strengthen the implementation of cybersecurity for election systemsEnhance election | Sub-recipient has from June 20, 2018 through July 18, 2018 to submit an application for these grants using the DOS Online Grants program. At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to be provided, received and/or used for the 2018 Primary Election and/or General Election. | An initial application for funds not requested by July 18, 2018, are forfeited to the Department. Any funds, including interests accrued, remaining after November 6, 2018, or not otherwise |

| | | |
|--|---|--|
| <p>technology</p> <ul style="list-style-type: none"> Facilitate cybersecurity training for local election officials Implement established cybersecurity best practices for election systems Continue election administration activities including, but not limited to, voter education, poll worker training, and standardizing elections results reporting | <p>No later than November 6, 2018, General Election Day, Sub-recipient shall have expended and/or encumbered for services and/or products to be used or implemented.</p> <p>Sub-recipient shall submit a final expenditure report due no later than December 15, 2018, that also includes documentation evidencing the services and/or products purchased, used and/or implemented for the 2018 Primary and/or General Election.</p> | <p>encumbered for services and/or products received or provided on or before November 6, 2018, must be returned to the Department, no later than December 15, 2018.</p> <p>Any funds determined not to be expended in accordance with this agreement shall be forfeited and returned to the Department, within 30 days after the date of written notice.</p> |
| <p>2. Voting Systems Assistance</p> <ul style="list-style-type: none"> The purchase of services and/or products that do the following for the 2018 Primary and General Elections: Upgrade election-related computer systems to address cyber vulnerabilities | <p>Sub-recipient has between June 20, 2018 and July 18, 2018 to submit an application for these grants using the DOS Online Grants program.</p> <p>At the time of grant application, Sub-recipient shall provide a detailed description of the services and/or products to provided, received and/or used for the 2018 Primary Election and/or General Election.</p> <p>No later than November 6, 2018, General Election Day, Sub-recipient shall have expended and/or encumbered for services and/or products to be used or implemented.</p> <p>Sub-recipient shall submit a final expenditure report due no later than December 15, 2018, that also includes documentation evidencing the services and/or products purchased, used and/or implemented for the 2018 Primary and/or General Election.</p> | <p>An initial application for funds not requested by July 18, 2018, are forfeited to the Department.</p> <p>Any funds, including interests accrued, remaining after November 6, 2018, or not otherwise encumbered for services and/or products received or provided on or before November 6, 2018, must be returned to the Department, no later than December 15, 2018.</p> <p>Any funds determined not to be expended in accordance with this agreement shall be forfeited and returned to the Department, within 30 days after the date of written notice.</p> |

C. Request and Disbursement Process

The Department shall distribute to each eligible Sub-recipient upon request and submission of a completed grant application a minimum payment amount of fifty thousand dollars (\$50,000) plus a proportional amount based on the 2010 Census voting age population. The amount per county is based on the aggregated remaining amount of the total grant for the 67 Sub-recipients divided by the total number of voting age population for the State in the most recent decennial and then multiplied by the respective county's voting age population. The amount that each eligible Sub-recipient may receive is set forth in **Attachment A**.

In order to receive funds, the Sub-recipient shall submit a complete grant application between June 20, 2018 and July 18, 2018, using the Department of State's Online Grants Program at <http://www.dosgrants.com>. The application must contain a description of the plan to be implemented.

Additionally, before the Sub-recipient may receive funds, the Sub-recipient must submit the following:

1. A completed ED Form GCAS-009 (6/88), entitled "*Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions*", and attached hereto as **Attachment B**. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]
2. A completed "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 8/16), attached hereto as **Attachment C**. This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

D. Final Expenditure Report

The Sub-recipient must provide a final expenditure report including supporting documentation evidencing allowable expenses no later than November 30, 2018. Supporting documentation shall include invoices, canceled checks, purchase orders, vendor contracts, and other records that detail the services or products provided and the costs of such services and/or products. Failure to submit the report may result in immediate forfeiture of all funds, including any interest accrued. Any funds determined not to be expended in accordance with this agreement shall be forfeited and returned, including any interest earned, to the Department within 30 days of written notice.

E. Restrictions

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations, but this does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the Department the funds, not otherwise expended for allowable costs, including any interest earned during the term of this agreement.

If the Sub-recipient receives advanced funds, the Sub-recipient must establish and maintain these public funds in an interest bearing account in a "qualified public depository" as defined by section 280.02(26),

Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a Public Deposit Identification and Acknowledgement Form.
- The submission each year by November 30th of a Public Depositor Annual Report to the Chief Financial Officer (DFS-J1-1009)

For more information refer to the Department of Financial Services Collateral Management for Governmental Units webpage or contact the Program Administrator at 850-413-3167.

III. Payments

The Sub-recipient is encouraged to use electronic funds transfer (EFT) to receive payment as an alternative to receipt of payment by warrant. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

IV. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient, as indicated on **Attachment D- Exhibit 1**, may be subject to monitoring, audits and reporting requirements herein.

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, F.S., (see Part B "Audits") monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. (see **Attachment D**) By entering into this agreement, the Sub-recipient agrees to comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

B. Audits

1. Federally Funded Audits (OMB Circular A-133, as revised in supplemental 2017.)

In the event that the Sub-recipient expends \$750,000 or more in Federal awards in its fiscal year, the Sub-recipient is required to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Sub-recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit conducted by the Auditor General must satisfy the requirements of Subpart E of OMB Circular A-133, as revised. In connection with the audit requirements the Sub-recipient shall fulfill the responsibilities of an auditee as provided in Subpart C of OMB Circular A-133, as revised.

If the Sub-recipient expends less than \$750,000 in Federal awards in its fiscal year, an audit is not required. The Sub-recipient, however, must make records available for review or audit upon request by appropriate officials of U.S. Election Assistance Commission, the Department, and the General Accounting Office (GAO). If the Sub-recipient elects to have an audit conducted in accordance with the

provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., resources obtained from other than Federal entities).

2. Other audits

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that a limited scope audit or other type of audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action.

The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

Additional guidance to state and federal monitoring and auditing requirements may be found at <http://www.eac.gov>.

C. Audit Reporting

Copies of financial reporting packages as described in Subpart C- Auditees, section ____ .320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Sub-recipient pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

| | | | |
|---------------------------------|------------------------------------|---------------------------------|--------------------------------------|
| <i>Department of State</i> | <i>Department of State</i> | <i>Auditor General's Office</i> | <i>Federal Audit Clearinghouse</i> |
| <i>Division of Elections</i> | <i>Office of Inspector General</i> | <i>Claude Pepper Bldg.</i> | <i>Bureau of the Census</i> |
| <i>R.A. Gray Bldg., Ste 316</i> | <i>R.A. Gray Bldg., Rm. 406</i> | <i>111 West Madison St.</i> | <i>1201 East 10th St.</i> |
| <i>500 S. Bronough St.</i> | <i>500 S. Bronough Street</i> | <i>Tallahassee, FL</i> | <i>Jeffersonville, IN</i> |
| <i>Tallahassee, FL</i> | <i>Tallahassee, FL</i> | <i>32399-1450</i> | <i>47130</i> |
| <i>32399-0250</i> | <i>32399-0250</i> | | |

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely and in accordance with OMB Circular A-133, the Florida Statutes, and/or Chapter 10.550 (local governmental entities) of the Rules of the Auditor General, whichever is applicable. The correspondence accompanying the financial reporting package forwarded to the Department must include the date the Sub-recipient received the reporting package.

V. Record Retention

The Sub-recipient shall keep and maintain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement. The Sub-recipient shall retain these records for five fiscal years in accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, or three years after the date an audit report is issued, whichever is later. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General access to such records, including access to the audit working papers upon request.

VI. Entirety of the Agreement

All terms and conditions of this agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any

proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient

Signature: _____

Name and Title: _____

Address: _____

County FEID No. _____

Witness: _____

Date: _____

By Department of State, Division of Elections

Signature: _____

Name and Title: _____

Address: R.A. Gray Building

500 S. Bronough Street, Ste. 316

Tallahassee, Florida 32399

Witness: _____

Date: _____

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS
Allocation of Election Security Grants under Help America Vote Act

| County | Voting Age Population (2010 Census) | Amount - Federal Election Activities Funds Minimum Payment | Amount - Federal Election Activities Funds Voting Age Population | Amount - Federal Election Activities Funds Total | Amount - Unspent Grant Funds As of June 2017 |
|--------------|-------------------------------------|--|--|--|--|
| Alachua | 203,051 | \$ 50,000.00 | \$ 166,016.67 | \$ 216,016.67 | 252,573.73 |
| Baker | 20,068 | \$ 50,000.00 | \$ 16,407.81 | \$ 66,407.81 | 5,069.22 |
| Bay | 131,776 | \$ 50,000.00 | \$ 107,741.47 | \$ 157,741.47 | 14,758.20 |
| Bradford | 22,885 | \$ 50,000.00 | \$ 18,711.02 | \$ 68,711.02 | 0.00 |
| Brevard | 435,690 | \$ 50,000.00 | \$ 356,224.81 | \$ 406,224.81 | 112,506.21 |
| Broward | 1,356,717 | \$ 50,000.00 | \$ 1,109,266.35 | \$ 1,159,266.35 | 80,712.14 |
| Calhoun | 11,493 | \$ 50,000.00 | \$ 9,396.80 | \$ 59,396.80 | 11,715.41 |
| Charlotte | 137,100 | \$ 50,000.00 | \$ 112,094.43 | \$ 162,094.43 | 182,051.63 |
| Citrus | 118,842 | \$ 50,000.00 | \$ 97,166.49 | \$ 147,166.49 | 28,781.72 |
| Clay | 140,695 | \$ 50,000.00 | \$ 115,033.74 | \$ 165,033.74 | 224,895.43 |
| Collier | 258,873 | \$ 50,000.00 | \$ 211,657.34 | \$ 261,657.34 | 0.00 |
| Columbia | 52,338 | \$ 50,000.00 | \$ 42,792.11 | \$ 92,792.11 | 0.00 |
| DeSoto | 27,027 | \$ 50,000.00 | \$ 22,097.56 | \$ 72,097.56 | 3,163.64 |
| Dixie | 13,278 | \$ 50,000.00 | \$ 10,856.24 | \$ 60,856.24 | 15,883.93 |
| Duval | 660,749 | \$ 50,000.00 | \$ 540,235.46 | \$ 590,235.46 | 431,236.35 |
| Escambia | 233,465 | \$ 50,000.00 | \$ 190,883.49 | \$ 240,883.49 | 9,364.30 |
| Flagler | 76,660 | \$ 50,000.00 | \$ 62,678.04 | \$ 112,678.04 | 58,876.77 |
| Franklin | 9,579 | \$ 50,000.00 | \$ 7,831.89 | \$ 57,831.89 | 0.00 |
| Gadsden | 35,184 | \$ 50,000.00 | \$ 28,766.82 | \$ 78,766.82 | 0.00 |
| Gilchrist | 13,308 | \$ 50,000.00 | \$ 10,880.76 | \$ 60,880.76 | 10,843.81 |
| Glades | 10,467 | \$ 50,000.00 | \$ 8,557.93 | \$ 58,557.93 | 0.00 |
| Gulf | 13,289 | \$ 50,000.00 | \$ 10,865.23 | \$ 60,865.23 | 0.00 |
| Hamilton | 11,886 | \$ 50,000.00 | \$ 9,718.12 | \$ 59,718.12 | 0.00 |
| Hardee | 20,056 | \$ 50,000.00 | \$ 16,398.00 | \$ 66,398.00 | 0.00 |
| Hendry | 28,254 | \$ 50,000.00 | \$ 23,100.77 | \$ 73,100.77 | 4,780.28 |
| Hernando | 138,620 | \$ 50,000.00 | \$ 113,337.20 | \$ 163,337.20 | 105,269.13 |
| Highlands | 80,814 | \$ 50,000.00 | \$ 66,074.39 | \$ 116,074.39 | 0.00 |
| Hillsborough | 935,018 | \$ 50,000.00 | \$ 764,480.73 | \$ 814,480.73 | 226,037.15 |
| Holmes | 15,645 | \$ 50,000.00 | \$ 12,791.52 | \$ 62,791.52 | 3,097.94 |
| Indian River | 112,076 | \$ 50,000.00 | \$ 91,634.54 | \$ 141,634.54 | 65,024.09 |
| Jackson | 39,839 | \$ 50,000.00 | \$ 32,572.79 | \$ 82,572.79 | 8,034.91 |
| Jefferson | 12,013 | \$ 50,000.00 | \$ 9,821.96 | \$ 59,821.96 | 15,950.07 |
| Lafayette | 7,085 | \$ 50,000.00 | \$ 5,792.77 | \$ 55,792.77 | 0.00 |
| Lake | 235,311 | \$ 50,000.00 | \$ 192,392.79 | \$ 242,392.79 | 128,026.55 |
| Lee | 497,885 | \$ 50,000.00 | \$ 407,076.11 | \$ 457,076.11 | 208,003.78 |
| Leon | 221,514 | \$ 50,000.00 | \$ 181,112.22 | \$ 231,112.22 | 55,115.99 |

FLORIDA DEPARTMENT OF STATE-DIVISION OF ELECTIONS
Allocation of Election Security Grants under Help America Vote Act

| County | Voting Age Population (2010 Census) | Amount - Federal Election Activities Funds - Minimum Payment | Amount - Federal Election Activities Funds - Voting Age Population | Amount - Federal Election Activities Funds - Total | Amount - Unspent Grant Funds As of June 2017 |
|--------------|-------------------------------------|--|--|--|--|
| Levy | 32,172 | \$ 50,000.00 | \$ 26,304.17 | \$ 76,304.17 | 0.00 |
| Liberty | 6,588 | \$ 50,000.00 | \$ 5,386.42 | \$ 55,386.42 | 0.00 |
| Madison | 15,037 | \$ 50,000.00 | \$ 12,294.41 | \$ 62,294.41 | 0.00 |
| Manatee | 256,550 | \$ 50,000.00 | \$ 209,758.03 | \$ 259,758.03 | 61,589.16 |
| Marion | 267,117 | \$ 50,000.00 | \$ 218,397.72 | \$ 268,397.72 | 0.00 |
| Martin | 120,572 | \$ 50,000.00 | \$ 98,580.96 | \$ 148,580.96 | 56,293.72 |
| Miami-Dade | 1,950,707 | \$ 50,000.00 | \$ 1,594,918.94 | \$ 1,644,918.94 | 0.00 |
| Monroe | 62,089 | \$ 50,000.00 | \$ 50,764.63 | \$ 100,764.63 | 0.00 |
| Nassau | 57,395 | \$ 50,000.00 | \$ 46,926.77 | \$ 96,926.77 | 0.00 |
| Okaloosa | 140,434 | \$ 50,000.00 | \$ 114,820.34 | \$ 164,820.34 | 61,908.05 |
| Okeechobee | 30,412 | \$ 50,000.00 | \$ 24,865.18 | \$ 74,865.18 | 0.00 |
| Orange | 875,809 | \$ 50,000.00 | \$ 716,070.82 | \$ 766,070.82 | 198,808.18 |
| Osceola | 198,269 | \$ 50,000.00 | \$ 162,106.86 | \$ 212,106.86 | 0.00 |
| Palm Beach | 1,051,250 | \$ 50,000.00 | \$ 859,513.26 | \$ 909,513.26 | 102,851.47 |
| Pasco | 366,124 | \$ 50,000.00 | \$ 299,346.90 | \$ 349,346.90 | 65,050.38 |
| Pinellas | 753,654 | \$ 50,000.00 | \$ 616,195.58 | \$ 666,195.58 | 341,296.47 |
| Polk | 460,359 | \$ 50,000.00 | \$ 376,394.45 | \$ 426,394.45 | 731,114.87 |
| Putnam | 57,579 | \$ 50,000.00 | \$ 47,077.21 | \$ 97,077.21 | 39,213.91 |
| St. Johns | 146,188 | \$ 50,000.00 | \$ 119,524.87 | \$ 169,524.87 | 18,314.84 |
| St. Lucie | 215,781 | \$ 50,000.00 | \$ 176,424.86 | \$ 226,424.86 | 52,469.65 |
| Santa Rosa | 115,163 | \$ 50,000.00 | \$ 94,158.50 | \$ 144,158.50 | 77,233.47 |
| Sarasota | 319,713 | \$ 50,000.00 | \$ 261,400.77 | \$ 311,400.77 | 0.00 |
| Seminole | 325,537 | \$ 50,000.00 | \$ 266,162.54 | \$ 316,162.54 | 38,989.92 |
| Sumter | 84,908 | \$ 50,000.00 | \$ 69,421.69 | \$ 119,421.69 | 46,873.66 |
| Suwannee | 32,102 | \$ 50,000.00 | \$ 26,246.94 | \$ 76,246.94 | 7,318.07 |
| Taylor | 18,125 | \$ 50,000.00 | \$ 14,819.19 | \$ 64,819.19 | 4,310.06 |
| Union | 12,525 | \$ 50,000.00 | \$ 10,240.57 | \$ 60,240.57 | 0.00 |
| Volusia | 401,320 | \$ 50,000.00 | \$ 328,123.53 | \$ 378,123.53 | 298,747.71 |
| Wakulla | 23,851 | \$ 50,000.00 | \$ 19,500.83 | \$ 69,500.83 | 3,052.65 |
| Walton | 43,713 | \$ 50,000.00 | \$ 35,740.22 | \$ 85,740.22 | 0.00 |
| Washington | 19,626 | \$ 50,000.00 | \$ 16,046.43 | \$ 66,046.43 | 11,353.30 |
| TOTAL | 14,799,219 | \$3,350,000.00 | \$ 12,100,000.00 | \$ 15,450,000.00 | 4,478,561.92 |

Formula for Allocation: Each county starts with a minimum payment (\$50,000). Remaining funds are allocated by voting age population (2010 Census) in each county.

| | |
|--|--------------|
| Election Security Grants Appropriation | \$15,450,000 |
| Minimum Payment Funds - Per County | \$50,000.00 |
| Funds to be allocated by minimum payment - Statewide | \$3,350,000 |
| Funds to be allocated by voting age population | \$12,100,000 |
| Voting Age Population (2010 Census) - Statewide | 14,799,219 |
| Per voting age population funding multiplier | \$0.8176 |

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certificate of Equipment for Casting and Counting Ballots

We, _____ Supervisor of Elections and
_____ Chairperson of Board of County Commissioners, of
_____ County, Florida, do hereby certify that prior to the receipt and use of funds for the
purchase of State-approved or certified (whichever is applicable) emerging or enhancing
software or hardware technology, the county has purchased and made available sufficient
equipment for casting and counting ballots to meet the needs of the county electors for the
next regularly scheduled general election. If the Florida Department of State determines that
there is insufficient equipment for casting and counting ballots for the next regularly scheduled
general election as herein certified, we shall return the HAVA funds that were used to purchase
other emerging or enhancing software and hardware technology to the State.

Supervisor of Elections

Chairman, Board of County Commissioners

Date

Date

Florida Single Audit Act Requirements

The administration of resources awarded by the Department of State to the Supervisor may be subject to audits and/or monitoring by the Department of State, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Supervisor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State." In the event the Department of State determines that a limited scope audit of the Supervisor is appropriate, the Supervisor agrees to comply with any additional instructions provided by the Department of State staff to the Supervisor regarding such audit. The Supervisor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Supervisor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Supervisor expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Supervisor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the Supervisor shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Supervisor conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Supervisor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Supervisor expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Supervisor expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the

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cost of such an audit must be paid from Supervisor resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the Supervisor is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Supervisor expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Supervisor (for fiscal years ending September 30, 2004 or thereafter), the Supervisor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the Supervisor shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Supervisor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Supervisor expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Supervisor expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Supervisor's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<https://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the Supervisor directly to each of the following:

DFS-A2-CL
July 2005
Rule 69I-5.006, FAC

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- A. The Department of State at each of the following addresses:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the Supervisor shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the Supervisor's audited schedule of expenditures of Federal awards directly to each of the following:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the Supervisor directly to each of the following:

- A. The Department of State at each of the following addresses:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough St.
Tallahassee, FL 32399-0250

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street

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Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Supervisors, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Supervisor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The Supervisor shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of State, or its designee, CFO, or Auditor General access to such records upon request. The Supervisor shall ensure that audit working papers are made available to the Department of State, or its designee, CFO, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of State. *NOTE: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.*

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE SUPERVISOR PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the Supervisor represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 Help America Vote Act Requirements Payments

Federal Program: Section 251 of the Help America Vote Act of 2002

Federal Agency: U.S. Election Assistance Commission

CFDA No./Title: 90.041, Help America Vote Act Requirements Payments

Award Amount: See Attachment A – Funds per County

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA Number 90.401, Help America Vote Act Requirements Payments

Part 1 of Subtitle D of Title II (Sections 251-258) and Title III of Public Law 107-252, the Help America Vote Act of 2002, Sections 301-305, and Sections 902 and 906. EAC has determined that the following Office of Management and Budget guidelines apply: Cost Principles for State, Local, and Indian Tribal Governments, 2 § CFR Part 225; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, OMB Circular A-110 (amended 9/30/99).

Federal Program: Section 251 of the Help America Vote Act of 2002

List applicable compliance requirements as follows:

1. See Help America Vote act of 2002 - <https://www.gpo.gov/fdsys/pkg/PLAW-107publ252/pdf/PLAW-107publ252.pdf>
2. See Florida's HAVA State Plan, as updated in 2009. <http://dos.myflorida.com/elections/laws-rules/help-america-vote-act/>
3. See Florida Division of Elections' Reference Guide 0018 - Allowable and Non-Allowable Expenses for HAVA Expenditures. <https://soe.dos.state.fl.us/pdf/DEGuide0018-Allowable-and-Non-AllowableExpenses-for-HAVA-Expenditures.pdf>

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

State resources awarded to the recipient pursuant to this agreement consist of the following: N/A

Matching resources for federal programs: N/A

Subject to section 215.97, Florida Statutes: N/A

Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows: N/A

Exhibit - 2

December 3, 2014

CHIEF FINANCIAL OFFICER'S MEMORANDUM NO. 03 (2014 - 2015)

SUBJECT: COMPLIANCE REQUIREMENTS FOR AGREEMENTS

This memorandum supersedes the Chief Financial Officer's Memorandum No. 4 (2005-2006) minimum requirements and confirms state agencies must follow for proper accountability over state and federal resources. While the State is accountable to the federal government, sub-recipients of federal financial assistance must be accountable to the State. Recipients/sub-recipients of state financial assistance must also be accountable to the State.

FEDERAL FUNDS

This memorandum is applicable to discretionary grants, which the State receives from the federal government. Applicability to federal entitlement programs or formula based awards should be determined on a case by case basis pursuant to federal regulations for these programs.

State agencies must determine whether they are passing on federal awards in the form of federal financial assistance to sub-recipients or procuring goods and services from a contractor. This determination is critical for the proper accountability over federal financial assistance, which is passed on to sub-recipients. State agencies will use the criteria established in Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Code of Federal Regulations Title 2, Part 200.330 to make this determination. Agencies must retain documentation to support this determination.

In 2005 the Office of Federal Financial Management confirmed to the Department of Financial Services, if the State receives an award of federal financial assistance in the form of a grant or cooperative agreement, any sub-award for the purpose of the grant is subject to the rules applicable to the grant, **even if the sub-award is on a fixed price basis.** Agreements (sub-awards) with sub-recipients of federal financial assistance must require compliance with the published requirements entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular), Code of Federal Regulations Title 2, Part 200 (2 CFR, Part 200). This guidance supersedes and consolidates the requirements from the Office of Management

and Budget (OMB) Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for awards or increments of awards issued on or after December 26, 2014.

The Super Circular also applies to **sub-awards** made by State and local governments to an organization covered by the circular and provides that:

- a. A grant may be charged only allowable costs resulting from obligations incurred during the specified funding period.
- b. Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for other projects must be refunded to the federal government.
- c. Any funds paid in excess of the amount to which the recipient is finally determined to be entitled, under the terms and conditions of the award, constitutes a debt to the Federal government.

Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the Federal government and compliance with applicable rules and regulations, including, but not limited to:

- a. 2 CFR, Part 200
- b. Section 287.057, Florida Statutes (F.S.)
- c. Section 215.917, F.S.
- d. Section 216.3475, F.S.
 - (1) Non-competitive procurements and competitive procurements that result in less than 2 responses must be supported by a detailed cost analysis. Cost must be reasonable, necessary and allowable in accordance with state and federal laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

STATE FUNDS

State agencies must determine whether they are awarding state financial assistance to a recipient or procuring goods and services from a vendor. State agencies will use the Florida Single Audit Checklist for Non-state Organizations – Recipient/Sub-recipient vs Vendor Determination to make this determination. Agencies must retain copy of the checklist.

Agreements with recipients of state financial assistance, **even if awarded on a fixed price basis**, must require:

- a. Compliance with Section 215.97, F.S.
- b. Compliance with Section 215.971, F.S.
- c. Expenditures of state financial assistance be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

Agreements involving the State University System, the Florida Community College System, district school board, or charter schools using state funds must be procured in a manner

that ensures a fair and reasonable price to the State and compliance with applicable rules and regulations, including, but not limited to:

- a. Section 216.3475, F.S.
(1) Non-competitive procurements and competitive procurements that result in less than two (2) responses must be supported by a detailed cost analysis. Cost must be reasonable, necessary and allowable in accordance with state laws, rules and regulation. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.
- b. May be fixed price contract that entitles the provider to receive compensation of the fixed contract amount upon completion of all deliverables.
- c. May be fixed rate per unit contract that entitles the provider to receive compensation for each deliverable provided.
- d. May be a cost reimbursable contract that entitles the provider to receive compensation for actual allowable costs incurred in performing contract deliverables.
- e. May be a combination of b, c and d.

Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and compliance with applicable rules and regulations, including, but not limited to:

- a. Section 287.057, F.S.
- b. Section 216.3475, F.S.
(1) Non-competitive procurements and competitive procurements that result in less than two (2) responses must be supported by a detailed cost analysis. Costs must be reasonable, necessary and allowable in accordance with state laws, rules and regulations. Agencies must maintain documentation to evidence the agency's review of individual cost elements included on the detailed budget submitted by the person or entity awarded funding.

Please contact the Bureau of Auditing at (850) 413-5512 if you have any questions.