

**SUGGESTED AGENDA**

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

**TUESDAY AUGUST 21, 2018  
9:00 A.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:**

NONE

**AWARDS/RECOGNITION:**

4. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION RECOGNIZING MARION "JOE" COLLINS FOR HIS YEARS OF SERVICE TO TAYLOR COUNTY, AS THE VETERANS SERVICE OFFICER, AS AGENDAED BY CHAIRMAN FEAGLE.

CONSENT ITEMS:

5. APPROVAL OF MINUTES: NONE
6. EXAMINATION AND APPROVAL OF INVOICES.
7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
8. THE BOARD TO CONSIDER APPROVAL OF THE MASTER PROJECT LIST, AS AGENDAED BY TED LAKEY, COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER APPROVAL OF A MEMORANDUM OF AGREEMENT (MOU) WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY, TO RE-DESIGNATE THE NORTH CENTRAL FLORIDA RURAL AREA OF OPPORTUNITY FOR ANOTHER 5 YEAR PERIOD, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) ANNUAL REPORTS FOR 2015/2016, 2016/2017, 2017/2018 AND THE ANNUAL REPORT AND LOCAL HOUSING INCENTIVES CERTIFICATION, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

PUBLIC REQUESTS:

11. ERNESTINE MITCHELL, VICE-CHAIR, TAYLOR COUNTY LEADERSHIP COUNCIL, INC., TO APPEAR TO REQUEST ASSISTANCE IN PREPARING A GRANT APPLICATION TO THE BUREAU OF HISTORIC PRESERVATION, AND TO PROVIDE FUNDING ASSISTANCE, IN THE AMOUNT OF \$10,000 (AS DISCUSSED BY THE BOARD IN 2016), FOR RESTROOM REHABILITATION AT THE JERKINS COMMUNITY CENTER.
12. RAY CURTIS, ATTORNEY FOR STEVE ATWILL, TO APPEAR TO REQUEST THE BOARD TO CONSIDER APPROVAL OF ABANDONMENT OF DOYLE STREET IN STEINHATCHEE.

HOSPITAL ITEMS:

NONE

ADVISORY COMMITTEE REPORTS:

NONE

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENT UNITS:

13. THE CLERK TO MAKE A REPORT TO THE BOARD REGARDING BOAT RAMP CITATIONS.
14. MARK WIGGINS, TAX COLLECTOR, TO APPEAR REGARDING ADOPTION OF A RESOLUTION PROVIDING FOR THE EXTENSION OF 2018 TAX ROLL, PURSUANT TO SECTIONS 197.122 AND 197.323 FLORIDA STATUTES.
15. THE BOARD TO ACCEPT CORRECTION OF BID AMOUNT FOR THE JOHN MORRIS HOME ELEVATION PROJECT, IN THE AMOUNT OF \$77,492.85, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DEPUTY DIRECTOR.
16. THE BOARD TO CONSIDER APPROVAL OF REQUEST OF LOCAL MATCH, IN THE AMOUNT OF \$37,545, FOR EMERGENCY MANAGEMENT EMPA/EMPG GRANTS, AS AGENDAED BY THE EMERGENCY MANAGEMENT DEPUTY DIRECTOR.
17. THE BOARD TO CONSIDER APPROVAL OF THE BIG BEND WATER AUTHORITY 2018-2019 FINAL BUDGET WITH FEES AND CHARGES FOR SERVICES RENDERED, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA), IN THE AMOUNT OF \$384,100, FOR THE UPGRADE AIRFIELD LIGHTING PROJECT AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
19. THE BOARD TO CONSIDER APPROVAL OF THE 2018 PERRY-FOLEY AIRPORT SECURITY PLAN, AS AGENDAED BY THE GRANTS DIRECTOR.

GENERAL BUSINESS:

20. THE BOARD TO DISCUSS ANNUAL EVALUATIONS, AS AGENDAED BY CHAIRMAN FEAGLE.

**COUNTY ATTORNEY:**

21. THE BOARD TO CONSIDER APPROVAL OF DRAFT ORDINANCE TO AMEND THE KEATON BEACH GOLF CART ORDINANCE AND ADVERTISING, AS PREPARED BY THE COUNTY ATTORNEY.
22. THE BOARD TO CONSIDER APPROVAL OF DRAFT HAMPTON SPRINGS PARK ORDINANCE AND ADVERTISING, AS PREPARED BY THE COUNTY ATTORNEY.

**COUNTY ADMINISTRATOR ITEMS:**

23. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION URGING ALL VOTERS TO VOTE "YES" ON THE AUGUST 28<sup>TH</sup>. BALLOT REFERENDUM, TO ALLOW THE ABILITY TO CONTINUE TO OFFER TAX ABATEMENTS TO NEW OR EXPANDING BUSINESSES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
24. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
25. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
26. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

**FOR YOUR INFORMATION:**

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE: [www.taylorcountygov.com](http://www.taylorcountygov.com)
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER APPROVAL OF A RESOLUTION  
RECOGNIZING MARION "JOE" COLLINS FOR HIS YEARS OF  
SERVICE AS THE VETERANS SERVICE OFFICER.**

**MEETING DATE REQUESTED:**

**AUGUST 21, 2018**

**Statement of Issue:**      **JOE COLLINS HAS RETIRED AS VETERANS SERVICE  
OFFICER AFTER 13 YEARS OF SERVICE TO TAYLOR  
COUNTY.**

**Recommended Action:**    **APPROVE RESOLUTION**

**Fiscal Impact:**            **N/A**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**              **DRAFT RESOLUTION**

## **RESOLUTION**

**WHEREAS**, the Board of County Commissioners have been advised that MARION "JOE" COLLINS is retiring from the position of Veterans Service Officer effective August 1, 2018, and;

**WHEREAS**, MR. COLLINS began his employment on December 1, 2005 as the Taylor County Veterans Service Officer, and;

**WHEREAS**, MR. COLLINS has provided valuable services to the people of Taylor County and to the Board of County Commissioners, and;

**WHEREAS**, the Board wishes to publicly thank MR. COLLINS for 13 years of dedicated service to our County, and;

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida extends its heartfelt appreciation and gratitude to MARION "JOE" COLLINS for his service to the people of Taylor County and the Board of County Commissioners.

**BE IT RESOLVED** that a copy of this resolution be furnished to MR. COLLINS and that a copy be placed in the minutes of this Board.

**DONE AND ORDERED** in regular session at Perry, Taylor County, Florida, this day of August 21, 2018.

BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY

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Pam Feagle, Chair

ATTEST:

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Annie Mae Murphy, Clerk of Courts

(7)

R E S O L U T I O N

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

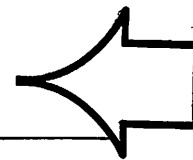
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2018.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$ 5,000	001-3669012	Donations - Other
Expenditures:		
\$ 5,000	0188-54640	School Res. Off. Donation R&M - Automobile

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 21st day of August, 2018 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**SIGN  
& DATE**

Donation received from City of Perry / Perry Police  
Department for School Resource Officer program



## CITY OF PERRY

### POLICE DEPARTMENT

James N Cruse – Chief of Police

211 S. Washington St. Perry, FL 32347

Phone: 850-584-5121 – Fax: 850-584-7322

Email: Office@perry.police.net

May 23, 2018

To: Phyllis Poore

From: Jamie Cruse – Chief of Police

Phyllis,

Please issue a check to the Taylor County Board of County Commissioners from the Special law Fund (352), for the amount of \$5,000.00. Please note that the donation is solely for the use of the Taylor County Sheriff's Office School Resource Program.

This check is a donation to the Taylor County Sheriff's Office for their School Resource program.

This donation will ensure that we are complying with Florida Statute 932.705(5) (c) (3), that states, "Any local law enforcement agency that acquires at least \$15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 25 percent of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The local law enforcement agency has the discretion to determine which program or programs will receive the designated proceeds."

Thank You

Jamie Cruse

CITY OF PERRY • 224 S. JEFFERSON STREET • PERRY, FLORIDA 32347

03193 TAYLOR CO BD COUNTY

CONTROL NUMBER 0079161

6/22/2018 0042648

U42048

REF NO. INVOICE NO INV DATE DESCRIPTION

INVOICE AMT PAYMENT AMT

0140598 05232018 5/23/2018 P D-DONATION SCHOOL RESOURCE 5,000.00 5,000.00

5,000.00

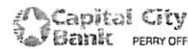
THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER • THIS DOCUMENT HAS A TRUE WATERMARK IN THE PAPER • HOLD TO LIGHT TO VIEW.

CITY OF PERRY

GENERAL FUND

PERRY, FLORIDA 32347

VOID IF NOT CASHED WITHIN 180 DAYS



63-68/631

0079161

0042648

042648

\*\*\*\*\* FIVE THOUSAND \*\*\*\*\* DOLLARS & 00 CENTS

DATE

AMOUNT

6/22/2018

\*\*\*\*\*5,000.00

WZ531675-03-16

PAY  
TO THE  
ORDER  
OF

TAYLOR CO BD COUNTY  
COMMISSIONERS  
P O BOX 620  
PERRY, FL 32348

⑈042648⑈ ⑆063100688⑆

7471292801⑈

neighborhood, or school resource officer program or programs. The local law enforcement agency has the discretion to determine which program or programs will receive the designated proceeds."

Thank You

Jamie Cruse

**MASTER PROJECT LIST**

Project Name	Project Manager	Assigned To	Deadline	Status as of :	8/14/2018
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**UNDER CONSTRUCTION**

Hodges Park Sand Fence Repair (using pilings from Pier)	Kenneth Dudley	Danny O'Quinn			
Hodges Park Pier Reconstruction	Kenneth Dudley			50% complete	
Keaton Beach Sand	TDC/Victor Blanco				
Keaton Beach Coastal Park	Melody Cox		October 2017	90% complete	

**SMALL PROJECTS**

Forest Capital Hall Roof Repair (replace screws in roof)	Kenneth Dudley	Danny O'Quinn			
Animal Control Storage	Gary Wambolt	Danny O'Quinn			
Keaton Beach Fire House Roof Replacement	Dan Cassell				
Supervisor of Elections Concrete Pad and Roof	Hank Evans/Danny O'Quinn				
Shade Covers for Playground Equipment at Sports Complex and Hodges Park					

**FUNDED WITH START DATE**

Harrison Blue Collection Center Improvements	Kenneth Dudley	Danny O'Quinn			
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Blue Spring Collection Center Compactor	Gary Wambolt	Danny O'Quinn		Scheduled for Fall of 2018
Public Works Office Building	Hank Evans			5% complete
Airport Property Tree Removal-Offsite	Melody Cox			Waiting for FDOT Grant- scheduled for June 2019
Airport Property Tree Removal-Onsite	Melody Cox		April 2018	Started
Airport Solar Farm Land Acquisition (Conceptual)	Melody Cox		December 2017	Waiting for FAA approval
Airport Solar Farm	Melody Cox			Feasibility Study complete, land transfer complete
Transportation Enhancement FDOT (sidewalk from Green/Arena to Green/Clark)	FDOT			FDOT to begin design work in 2018, construction scheduled for 2019
Airfield Lighting FDOT/FAA	FDOT		July 2018	Bid awarded
Coastal Canal No Wake Signage	EM	Public Works	5/30/18	
Forest Capital Hall Generator Installation	EM			Contract approved
<b>CONCEPTUAL/AWAITING FUNDING</b>				
Host Site Campsite Construction				Funding requested 2018-2019 FY
Library Roof Replacement				Funding requested 2018-2019 FY
Judge Blue Courthouse Renovation				
Courthouse Awning Replacement	Danny Griner			Quotes obtained

<b>Deadman's Curve Realignment</b>	<b>Kenneth Dudley</b>		<b>Seeking funding for project</b>
<b>Steinhatchee Boat Ramp Docking Project</b>	<b>Melody Cox</b>	<b>June 2018</b>	<b>Waiting for FBIP grant, CPI grant awarded</b>
<b>Steinhatchee Boat Ramp Mobile Home Renovation</b>			<b>Need renovation costs</b>
<b><i>ROAD PROJECTS</i></b>			
<b>Houck Road (Resurfacing and widening)</b>	<b>Kenneth Dudley</b>	<b>2019</b>	<b>Under design</b>
<b>East Ellison Road (SCRAP/SCOP) (Resurfacing and widening)</b>	<b>Kenneth Dudley</b>	<b>2019</b>	<b>Under design</b>
<b>North Ellison Road (SCRAP) (Resurfacing)</b>	<b>Kenneth Dudley</b>	<b>2019</b>	<b>Under design</b>
<b>Foley Cut-Off Road (SCRAP) (Resurfacing)</b>	<b>Kenneth Dudley</b>	<b>2019</b>	<b>Under design</b>
<b>San Pedro Road (SCOP) (Resurfacing and widening)</b>	<b>Kenneth Dudley</b>		<b>Final design with ROW encroachment requests</b>
<b>Hingson Tanner Road (Paving an unimproved roadway)</b>	<b>Kenneth Dudley</b>	<b>2019</b>	<b>Under design with Ellison Road projects</b>
<b>Pinecrest Road (SCRAP) (Resurfacing)</b>	<b>Kenneth Dudley</b>	<b>2020</b>	<b>Under design</b>
<b>Ellison Frith Road (Paving an unimproved roadway)</b>	<b>Kenneth Dudley</b>	<b>2020</b>	<b>Awaiting design</b>



<b>Gas Plant Road (Resurfacing)</b>	<b>Kenneth Dudley</b>	<b>2021</b>	<b>Awaiting design</b>
<b>Slaughter Road (Reconstructing and Resurfacing)</b>	<b>Kenneth Dudley</b>	<b>2021</b>	<b>Awaiting design</b>
<b>Road Striping</b>	<b>Hank Evans</b>		<b>90 % complete</b>
<b>Contractors Road (SCOP) (Resurfacing and 3rd lane request)</b>	<b>Kenneth Dudley</b>	<b>2019</b>	<b>Partially Complete, awaiting FDOT programming</b>

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY FOR RURAL AREA OF OPPORTUNITY DESIGNATION FOR TAYLOR COUNTY.

**MEETING DATE REQUESTED:**

AUGUST 21, 2018

**Statement of Issue:**

THIS MEMORANDUM OF AGREEMENT WILL CONTINUE THE DESIGNATION FORMERLY KNOWN AS THE RACEC DESIGNATION FOR A PERIOD OF FIVE YEARS.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:** N/A

**Submitted By:** TED LAKEY, COUNTY ADMINISTRATOR

**Contact:** 850-838-3500 EXT 7

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:** APPROVE/NOT APPROVE

**Attachments:** MOA AND SUPPORTING DOCUMENTS



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**From:** Gitzen, Robert  
**Sent:** Tuesday, June 19, 2018 10:15 AM  
**To:** 'ted.lakey@taylorcountygov.com' <ted.lakey@taylorcountygov.com>  
**Cc:** Sean Lewis (Sean.Lewis@deo.myflorida.com) <Sean.Lewis@deo.myflorida.com>  
**Subject:** 2018 North Central RAO Re-Designation MOA

Dear Chairperson Feagle:

Please find attached the Memorandum of Agreement detailing the terms and conditions of the re-designation of the North Central Rural Area of Opportunity. Continued designation as a Rural Area of Opportunity is dependent upon each county and municipality executing and adhering to the terms and conditions contained within the MOA per Executive Order 18-158 and section 288.0656(7)(b) F.S.

(b) Designation as a rural area of opportunity under this subsection shall be contingent upon the execution of a memorandum of agreement among the department; the governing body of the county; and the governing bodies of any municipalities to be included within a rural area of opportunity. Such agreement shall specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the county and any participating municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.

- The MOA does not require any financial commitment on the part of the county or municipality.
- Failure to execute the MOA will put the designation in jeopardy along with access to the assistance available only to communities in a designated Rural Area of Opportunity.
- Please review the memorandum with your commission/council at your next scheduled meeting, and return two original signature pages, along with two copies of the completed Exhibit A, Designated Contacts, to my attention at the address below. One fully executed copy will be returned to you. If there is no non-profit economic development entity operating in your municipality, please complete the contact information for an elected or appointed official to act as point of contact for economic development issues.

If you have any questions regarding this memorandum, please feel free to contact me at 850-717-8497 or Sean Lewis at 850-717-8428.

Thank you.

Bob Gitzen, FCCM  
Government Operations Consultant II  
Florida Department of Economic Opportunity, Bureau of Small Cities and Rural Communities  
107 E. Madison Street  
Caldwell Building MSC 160  
Tallahassee, FL 32399

**MEMORANDUM OF AGREEMENT  
STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

**THIS MEMORANDUM OF AGREEMENT ("MOA")** is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO") and Taylor County, Florida ("County"). DEO and the County are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

**I. Background and Purpose of MOA**

- A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO), formerly known as the Rural Area of Critical Economic Concern (RACEC) designation.
- B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida's economy and quality of life; yet, many rural communities struggle to maintain, support, or enhance job creation activities, and to generate revenues for critical government services.
- C. Florida's Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within DEO and authorizes the participation of State and regional organizations in this initiative. Paragraph 288.0656 (7)(a), F.S., provides for the designation of up to three RAOs. RAOs are rural communities that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster, or an event that presents a unique economic development opportunity of regional impact.
- D. Pursuant to subsection 288.0656 (7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on March 16, 2018 and recommended that the Governor re-designate the North Central Rural Area of Opportunity ("North Central RAO") composed of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union as a RAO. On June 11, 2018 Governor Rick Scott issued Executive Order 18-158 which re-designated the North Central RAO for another five-year term with an expiration date of June 11, 2023.

## **II. The Rural Economic Development Initiative (REDI)**

- A. REDI is a proactive, multi-agency effort responsible for coordinating and focusing efforts and resources of State and regional agencies on problems which affect the fiscal, economic, and community viability of Florida's economically distressed rural communities.**
- B. REDI works with local governments, community-based organizations, and private organizations on the growth and development of these communities to find ways to enhance the local economy and resolve issues while balancing local environmental and growth management needs.**
- C. Participating REDI representatives must:**
  - 1. have comprehensive knowledge of their agencies' functions, both regulatory and service in nature, and of the State's economic goals, policies, and programs;**
  - 2. act as the primary point of contact for their agencies on issues and projects relating to economically distressed rural communities;**
  - 3. ensure prompt and effective response to problems arising with regard to rural issues;**
  - 4. work closely with other REDI representatives in the identification of opportunities for preferential awards of program funds and allowances, and waiver of program requirements, when necessary, to encourage and facilitate long-term private capital investment and job creation;**
  - 5. review and evaluate statutes and rules for adverse impact on rural communities and the development of alternative proposals to mitigate that impact;**
  - 6. undertake outreach, capacity-building, and other advocacy efforts to improve conditions in rural communities;**
  - 7. ensure each district office or facility of their agencies is informed about REDI;**
  - 8. provide assistance throughout their agencies in the implementation of REDI activities;**
  - 9. recognize counties and communities with RAO designations are eligible for a reduction or waiver of financial match of state grants and permit fees, as well as waivers of the criteria, requirements or similar provisions of economic development incentives; and**
  - 10. recognize designated RAOs are priority assignments for REDI, per paragraph 288.0656(7)(a), F.S..**
- D. On a case-by-case basis, REDI may recommend to the Governor waivers of criteria, requirements, or similar provisions of any economic development incentive. Such incentives shall include, but not be limited to:**
  - 1. the Qualified Targeted Industry Tax Refund Program under section 288.106, F.S.;**
  - 2. the Quick Response Training Program under section 288.047, F.S.;**
  - 3. the WAGES Quick Response Training Program under subsection 288.047(8), F.S.;**
  - 4. the Economic Development Transportation Fund under section 339.2821, F.S.;**

5. the Brownfield Bonus Tax Program under section 288.107, F.S.; and
  6. the Rural Job Tax Credit Program under sections 212.098 and 220.1895, F.S.
- E. Paragraph 288.0656(7)(c), F.S. states: “[e]ach rural area of opportunity may designate catalyst projects, provided that each catalyst project is: specifically recommended by REDI, identified as a catalyst project by Enterprise Florida, Inc. [EFI], and confirmed as a catalyst project by the department [DEO]. All state agencies and departments shall use all available tools and resources to the extent permissible by law to promote the creation and development of each catalyst project and the development of catalyst sites.”
- F. REDI reviews the RAO designation and may recommend the designation of the area, counties, or municipalities be terminated or continued based upon performance under this MOA.

### **III. The Participating Community**

- A. Pursuant to paragraph 288.0656(7)(b), F.S., and Executive Order 18-158, RAO designation shall be contingent upon the execution of a MOA between the Parties. Paragraph 288.0656(7)(b) requires this MOA to specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the County and any participating municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.
- B. The County agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued RAO designation.
- C. The County shall:
1. designate a specific contact person from among County elected or appointed officials to serve as a point of contact in all matters and activities relating to the North Central RAO;
  2. designate a specific person from a non-profit organization actively engaged in economic development within the County to serve as the as single point of contact to represent and provide input on all economic development matters and activities relating to the North Central RAO, and to receive and process leads and referrals from EFI;
  3. include contact information for designees on Exhibit A attached hereto (these designees may be the same designee to serve as the representative to other similar

organizations); the County shall inform DEO in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change;

4. in order to help build knowledge and skills sets required to compete more effectively for job creating projects, ensure one or both of the designated representatives:
  - a) participate in at least two economic development training events offered by DEO, EFI, the Florida Economic Development Council (FEDC), utility companies, and/or other state or national recognized economic development organizations during the term of this MOA,
  - b) regularly attend the meetings of, actively participate in, and provide input to the RAO regional economic development organization,
  - c) represent the County at national or regional economic development marketing events or trade shows, and
  - d) complete a Basic Economic Development Course approved by the International Economic Development Council (IEDC).
5. provide REDI with a written record of activities described in subparagraphs III., 4.(a) through (d), above, semiannually, beginning 180 days from the execution of this MOA;
6. in order to facilitate the retention and expansion of existing businesses, as well as the recruitment of new businesses, ensure one or both of the designated representatives:
  - a) work closely with the communities within the County to gather information on available buildings and sites,
  - b) input and update (or provide the information to the regional economic development organization to do so) the County's available buildings and sites into statewide and regional databases, including, but not limited to, those developed by EFI ([www.enterpriseflorida.com/find-properties](http://www.enterpriseflorida.com/find-properties)), Florida Power and Light, Duke Energy, or regional organizations,
  - c) visit existing businesses to learn about potential needs and city, county, or state impediments to attracting or expanding businesses,
  - d) seek input from existing businesses on local processes (including, but not limited to: business permitting, approval of construction plans, and land use, licensing, and application processes), and
  - e) relay training needs to the local workforce board;
7. provide REDI with a written record of activities described in subparagraphs III.6.(a) through (e), above, semiannually, beginning 180 days from the date of execution of this MOA; and
8. provide DEO with an overview and timeline of the local permitting process, plan approval, and business licensing requirements within 180 days of execution of this MOA.

**IV. Implementation and Duration**

- A. Pursuant to Executive Order 18-158, the designation of the North Central RAO affecting the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union is designated as a Rural Area of Opportunity (RAO) with an expiration date of June 11, 2023.
- B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.
- C. This MOA shall take effect immediately upon full and proper execution by all Parties, and supersedes and replaces any and all previous such RACEC and RAO agreement(s) between the Parties.
- D. This MOA shall expire on June 11, 2023 unless terminated earlier.
- E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.
- F. The County may terminate this MOA at any time upon written notice to DEO.
- G. RAO designation is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed or if this MOA is terminated and another MOA is not timely and duly executed in its place.

***- The remainder of this page has been intentionally left blank. -***



**V. EXECUTION**

By affixing her or his signature herein below, each undersigned official represents and warrants that she or he has read the above MOA and the Exhibit A attached hereto and understands each section and paragraph.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in Exhibit A attached hereto, the Parties have executed this MOA by their duly authorized undersigned officials.

**TAYLOR COUNTY,  
FLORIDA**

By \_\_\_\_\_  
Signature

**Pam Feagle**  
Title **Chairperson, Taylor County Board  
of County Commissioners**

Date \_\_\_\_\_

**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

By \_\_\_\_\_  
Signature

**Julie Dennis, Director,**  
Title **Division of Community  
Development**

Date \_\_\_\_\_

**Approved as to form and legal sufficiency,  
subject only to full and proper execution by  
the Parties.**

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

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

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

**EXHIBIT A – DESIGNATED CONTACTS**  
**Taylor County**

**Contact Information for an Elected or Appointed Official**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact Information for One Person from**  
**a Non-Profit Organization Engaged in Economic Development**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please complete this page and return with the signed MOA. The County is required to inform DEO of any changes to this information within ten (10) business days of a change.

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 18-158

WHEREAS, although economic progress has been made in many rural areas, Florida remains committed to creating private-sector jobs in every part of the state; and

WHEREAS, rural communities are stewards of the vast majority of Florida's land and natural resources, upon which the State's continued growth and prosperity depend; and

WHEREAS, successful rural communities are essential to the overall success of the State's economy and quality of life; and

WHEREAS, certain rural communities are struggling to maintain, support or enhance job creating activities or to generate revenues for education and other critical government services such as infrastructure, transportation and safety; and

WHEREAS, Section 288.0656(7), Florida Statutes, authorizes the Rural Economic Development Initiative to recommend to the Governor up to three areas for designation as rural areas of opportunity; and

WHEREAS, a rural area of opportunity is comprised of rural communities designated by the Governor that have been adversely affected by an extraordinary economic event, severe or chronic distress, or a natural disaster or that presents a unique economic development opportunity of regional impact; and

WHEREAS, the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union were designated

on April 23, 2003, by Executive Order 03-74, as a Rural Area of Opportunity for a term of five years; and

WHEREAS, the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union have been subsequently re-designated as a Rural Area of Opportunity by Executive Orders 08-132 and 13-151; and

WHEREAS, the re-designation will expire on June 12, 2018, and the Rural Economic Development Initiative met on March 16, 2018 and agreed to recommend the Governor continue the designation of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union as a Rural Area of Opportunity.

NOW, THEREFORE, I, RICK SCOTT, Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a), Florida Constitution, and Section 288.0656(7), Florida Statutes, do hereby issue the following Executive Order, effective immediately:

Section 1.

The area within the boundaries of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union is designated as a Rural Area of Opportunity.

Section 2.

This area shall be a priority assignment for the Rural Economic Development Initiative.

### Section 3.

On a case-by-case basis, the criteria, requirements or similar provisions of economic development incentives may be waived. Such incentives include, but shall not be limited to, the Qualified Target Industry Tax Refund Program under section 288.106, Florida Statutes, the Quick Response Training Program under section 288.047, Florida Statutes, the Quick Response Training Program for participants in the Welfare Transition Program under section 288.047(8), Florida Statutes, Economic Development Transportation projects under section 339.2821, Florida Statutes, the Brownfield Redevelopment Bonus Refund under section 288.107, Florida Statutes, and the Rural Job Tax Credit Program under sections 212.098 and 220.1895, Florida Statutes.

### Section 4.

Access to the assistance available under this designation as a Rural Area of Opportunity shall be contingent upon the execution of a memorandum of agreement between the Department of Economic Opportunity, the governing bodies of the counties, and the governing bodies of the municipalities including within the designated area. Such memorandum of agreement shall specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the counties and any participating municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.

### Section 5.

Pursuant to Section 288.0656(7)(c), all state agencies and departments shall use all available tools and resources to the extent permissible by law to promote the creation and development of any catalyst project designated by the Rural Area of Opportunity, that has

been recommended by the Department of Economic Opportunity and identified by Enterprise Florida, Inc.

Section 6.

This designation shall be in effect for five years and will expire on June 11, 2023. The Rural Economic Development Initiative may recommend the designation be terminated or continued based on economic development progress from current base lines or upon performance under the memorandum of agreement.



IN TESTIMONY WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of Florida to be affixed at Tallahassee, this 11th day of June, 2018.

  
\_\_\_\_\_  
RICK SCOTT, GOVERNOR

ATTEST:

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

11:11:11  
11:11:11  
11:11:11

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve the State Housing Initiative Partnership (SHIP) Annual Reports for 2015/2016, 2016/2017, 2017/2018, and the Annual Report and Local Housing Incentives Certification.

**MEETING DATE REQUESTED:**

August 21, 2018r 22, 2017

**Statement of Issue:** Board to approve the SHIP Annual Reports, and the Annual Report and Local Housing Incentives Certification.

**Recommended Action:** Approve the SHIP Annual Reports and Certification.

**Fiscal Impact:** The Annual Reports and Certification are a requirement to be eligible for SHIP funding. The County is being awarded \$350,000 in 2018/2019 SHIP funds. The County should be receiving those funds in October 2018. There is no match required from the County.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County is required to submit Annual Reports, and Certifications on all open SHIP grants. The 2015/2016 Annual Report closes out that grant. The SHIP Program provides assistance to qualified homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are not eligible for assistance. The County currently provides a maximum of \$25,000 for rehabilitation assistance, \$75,000 for demolition and new construction, and a maximum of \$10,000 for qualified First Time Homebuyers. There are currently seven SHIP projects underway.

**Attachments:** SHIP Annual Reports for 2015/2016/, 2016/2017, 2017/2018 and the Annual Report and Local Housing Incentives Certification.

**State Housing Initiatives Partnership (SHIP) Program**  
**Annual Report and Local Housing Incentives Certification**

On Behalf of Taylor County (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2015-2016 and interim years 2016-2017, 2017-2018.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
  - a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
  - b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.00.

Staff Member responsible for submitting annual report to FHFC: Melody Cox

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Elected Official or Designee Signature

\_\_\_\_\_  
Date

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

Pam Feagle

\_\_\_\_\_  
Chief Elected Official or Designee Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

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

or

**ATTEST (Seal)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee**. Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.



**Title: SHIP Annual Report**  
**Taylor County FY 2015/2016 Closeout**

**Report Status: Submitted**

**Form 1**

## SHIP Distribution Summary:

### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation	\$173,668.40	8				
4	Demolition/Reconstruction	\$135,227.05	2				
<b>Homeownership Totals:</b>		<b>\$308,895.45</b>	<b>10</b>				

### Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
<b>Rental Totals:</b>							

**Subtotals: \$308,895.45 10**

### Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

**Totals: \$343,895.45 10 \$00 \$00**

### Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$76.80
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	-\$5,644.95
<b>Total:</b>	<b>\$344,431.85</b>

**\* Carry Forward to Next Year: \$536.40**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

### Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

### Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$308,895.45	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$308,895.45	100.00%

### SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$308,895.45	\$350,000.00	88.26%	65%
Construction / Rehabilitation	\$308,895.45	\$350,000.00	88.26%	75%

### Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds %*
Extremely Low	\$45,172.80			\$45,172.80	13.12%
Very Low	\$103,764.30			\$103,764.30	30.13%
Low	\$159,958.35			\$159,958.35	46.44%
Moderate				\$0.00	.00%
Over 120%-140%				\$0.00	.00%
<b>Totals:</b>	\$308,895.45	\$0.00	\$0.00	\$308,895.45	89.68%

### Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$45,172.80	2			\$45,172.80	2
Very Low	\$103,764.30	2			\$103,764.30	2
Low	\$159,958.35	6			\$159,958.35	6
Moderate					\$0.00	0
<b>Totals:</b>	\$308,895.45	10	\$0.00	0	\$308,895.45	10

## Form 3

### Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Rehabilitation	Perry	2	1	5		8
Demolition/Reconstruction	Perry	0	1	1		2
Totals:		2	2	6		10

### Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Rehabilitation	Perry	0	2	2	4	8
Demolition/Reconstruction	Perry			2		2
Totals:		0	2	4	4	10

### Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Rehabilitation	Perry	6	2		8
Demolition/Reconstruction	Perry	1	1		2
Totals:		7	3		10

### Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Rehabilitation	Perry		8					8
Demolition/Reconstruction	Perry	2						2
Totals:		2	8					10

### Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Other	Other	Total
Rehabilitation	Perry				4	1		5
Demolition/Reconstruction	Perry					2		2
Totals:					4	3		7

**Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside**

Description	Special Target Group	Expended Funds	Total # of Expended Units
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**Form 4**

**Status of Incentive Strategies**

Incentive Strategy:

Expedited Permitting strategy and ongoing review Strategy

Adopting Ordinance or Resolution Number or identify local policy:

Resolution Dated April 6, 2009

Implementation Schedule (Date):

Resolution Dated April 6, 2009

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

Yes

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

The strategy is functioning as intended and time frames are being met.

**Support Services**

Homeownership Counseling- an 8 hour workshop is offered to those whom apply for the Homebuyer Assistance strategy. The workshop covers budgeting, home maintenance, credit reporting, the importance of using a home inspector when purchasing an existing home, using a realtor, finding a lender and the application and closing process.

**Other Accomplishments**

N/A

**Availability for Public Inspection and Comments**

A legal advertisement ran in the local newspaper to inform the public that Taylor County's SHIP Annual Report is available for review upon request from the County's local Grants Office.

**Homeownership Default & Foreclosure**

**Mortgage Foreclosures**

A. Very low income households in foreclosure: 0

B. Low income households in foreclosure: 0

C. Moderate households in foreclosure: 0

Foreclosed Loans Life-to-date: 0

SHIP Program Foreclosure Percentage Rate Life to Date: 0



### Mortgage Defaults

A. Very low income households in default: 0  
B. Low income households in default: 0  
C. Moderate households in default: 0  
Defaulted Loans Life-to-date: 0  
SHIP Program Default Percentage Rate Life to Date: 0

### Welfare to Work Programs

N/A

### Strategies and Production Costs

Strategy	Average Cost
Rehabilitation	\$21,708.55
Demolition/Reconstruction	\$67,613.53

### Expended Funds

Total Unit Count: 10 Total Expended Amount: \$308,895.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY If Unit Already Counted
Rehabilitation	Peggy Glanton	107 W. Charles St.	Perry	32347	\$17,718.25	
Demolition/Reconstruction	Robin Paulk	10146 Fish Creek Rd.	Perry	32348	\$56,653.75	
Rehabilitation	Ollie Glanton	120 S. Beverly St.	Perry	32348	\$25,102.80	
Rehabilitation	Leola Johnson	107 W. Swift St.	Perry	32348	\$19,892.80	
Rehabilitation	Chandra Woodfaulk	400 W. Folsom St.	Perry	32348	\$25,190.65	
Rehabilitation	Laquita Dunnell	1325 US Hwy. 98 West	Perry	32347	\$11,140.60	
Rehabilitation	Rosa Johnson	1220 N. Jefferson St.	Perry	32347	\$24,152.30	
Rehabilitation	Annie Porter	202 N. Clark St.	Perry	32348	\$25,280.00	
Demolition/Reconstruction	Dallas Myers	9150 US 19 S.	Perry	32348	\$78,573.30	
Rehabilitation	Joseph Gillyard	211 W. Folsom St.	Perry	32348	\$25,191.00	

### Administrative Expenditures

\$35,000 - Government Services Group, Inc. - Administration

### Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility
Government Services Group, Inc.	Consultant	Administration	Administration

## Program Income

Program Income Funds	
Loan Repayment:	
Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$76.80
Other ():	
<b>Total:</b>	<b>\$76.80</b>

## Explanation of Recaptured funds

Description	Amount
<b>Total:</b>	<b>\$0.00</b>

## Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By	Additional Notes
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Taylor County 2015 Closeout

## Single Family Area Purchase Price

The average area purchase price of single family units:

Or

√ Not Applicable



## Special Needs Breakdown

### SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Rehabilitation	\$19,892.80	1		
4	Demolition/Reconstruction	\$135,227.05	2		

### Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Rehabilitation	Receiving Supplemental Security Income	\$19,892.80	1		
(4) Demolition/Reconstruction	Receiving Supplemental Security Income	\$135,227.05	2		

### Provide a description of efforts to reduce homelessness:

Provide Down Payment Assistance to all eligible applicants.

### LG Submitted Comments:

# Title: SHIP Annual Report

Report Status: Submitted

Taylor County FY 2016/2017 Interim-1

## Form 1

### SHIP Distribution Summary:

#### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
4	Demolition/Reconstruction	\$71,810.10	1	\$244,693.52	3		
Homeownership Totals:		\$71,810.10	1	\$244,693.52	3		

#### Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
Rental Totals:							

Subtotals: \$71,810.10 1 \$244,693.52 3

### Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$33,541.70	\$1,458.30	
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals: \$105,351.80 1 \$246,151.82 3 \$0.00

### Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$967.22
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$536.40
Total:	\$351,503.62

\* Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

**Form 2**

### Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
-------------	------	-------	-------	-------	-------

√ No rental strategies are in use

### Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$71,810.10	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$71,810.10	100.00%

### SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$316,503.62	\$350,000.00	90.43%	65%
Construction / Rehabilitation	\$316,503.62	\$350,000.00	90.43%	75%

### Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low		\$160,749.02		\$160,749.02	45.73%
Very Low	\$71,810.10			\$71,810.10	20.43%
Low		\$83,944.50		\$83,944.50	23.88%
Moderate				\$0.00	.00%
Over 120%-140%				\$0.00	.00%
<b>Totals:</b>	\$71,810.10	\$244,693.52	\$0.00	\$316,503.62	90.04%

### Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #'s	Total Funds SHIP Grants	SHIP Grant Unit #'s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$0.00	0
Very Low	\$71,810.10	1			\$71,810.10	1
Low					\$0.00	0
Moderate					\$0.00	0
<b>Totals:</b>	\$71,810.10	1	\$0.00	0	\$71,810.10	1

### Form 3

#### Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Demolition/Reconstruction	Perry		1			1
Totals:			1			1

#### Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Demolition/Reconstruction	Perry			1		1
Totals:				1		1

#### Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Demolition/Reconstruction	Perry	1			1
Totals:		1			1

#### Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Demolition/Reconstruction	Perry	1						1
Totals:		1						1

#### Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Other	Other	Total
Demolition/Reconstruction	Perry					1		1
Totals:						1		1

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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### Form 4

## Expended Funds

\$71,810.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Demolition/Reconstruction	Kimberly Sparks	6910 Puckett Rd.	Perry	32347	\$71,810.10	

Taylor County 2016 Interim-1

## Form 5

### Special Needs Breakdown

#### SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
4	Demolition/Reconstruction	\$71,810.10	1		

#### Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(4) Demolition/Reconstruction	Receiving Supplemental Security Income	\$71,810.10	1		

Provide a description of efforts to reduce homelessness:

**LG Submitted Comments:**

**Title: SHIP Annual Report**  
**Taylor County FY 2017/2018 Interim-2**

**Report Status: Submitted**

**Form 1**



## SHIP Distribution Summary:

### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation			\$50,000.00	2	\$75,200.16	3
4	Demolition/Reconstruction			\$175,000.00	3	\$15,000.00	2
<b>Homeownership Totals:</b>				<b>\$225,000.00</b>	<b>5</b>	<b>\$90,200.16</b>	<b>5</b>

### Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
<b>Rental Totals:</b>							
<b>Subtotals:</b>				<b>\$225,000.00</b>	<b>5</b>	<b>\$90,200.16</b>	<b>5</b>

## Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative		\$35,000.00	
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

<b>Totals:</b>	<b>\$0.00</b>	<b>\$260,000.00</b>	<b>5</b>	<b>\$90,200.16</b>	<b>5</b>
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## Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$200.16
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00
<b>Total:</b>	<b>\$350,200.16</b>

\* Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

## Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
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√ No rental strategies are in use

## Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		
Public Moneys Expended		NaN
Private Funds Expended		NaN
Owner Contribution		NaN
Total Value of All Units	\$ .00	NaN

## SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$315,000.00	\$350,000.00	90.00%	65%
Construction / Rehabilitation	\$315,000.00	\$350,000.00	90.00%	75%

## Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low		\$25,000.00	\$50,200.16	\$75,200.16	21.47%
Very Low		\$150,000.00		\$150,000.00	42.83%
Low		\$50,000.00	\$40,000.00	\$90,000.00	25.70%
Moderate				\$ .00	.00%
Over 120%-140%				\$ .00	.00%
<b>Totals:</b>	\$ .00	\$225,000.00	\$90,200.16	\$315,200.16	90.01%

## Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$ .00	0
Very Low					\$ .00	0
Low					\$ .00	0
Moderate					\$ .00	0
<b>Totals:</b>	\$ .00	0	\$ .00	0	\$ .00	0

### Form 3

#### Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
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Totals: 0

#### Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
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Totals: 0

#### Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
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Totals: 0

#### Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp- anic	Asian	Amer- Indian	Other	Total
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Totals: 0

#### Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Dis- abled	Home- less	Elderly	Other	Other	Total
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Totals: 0

#### Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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### Form 4

## Expended Funds

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
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Taylor County 2017 Interim-2

## Form 5

### Special Needs Breakdown

#### SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
3	Rehabilitation			\$25,000.00	1
4	Demolition/Reconstruction			\$75,000.00	1

#### Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Rehabilitation	Receiving Supplemental Security Income			\$25,000.00	1
(4) Demolition/Reconstruction	Receiving Supplemental Security Income			\$75,000.00	1

**Provide a description of efforts to reduce homelessness:**

**LG Submitted Comments:**

## **SHIP ANNUAL REPORT**

The State Housing Initiatives Partnership (SHIP) program Annual Report for Taylor County is available for public review and comment. To review the report, please note that it is in the Taylor County Grant's office at 401 Industrial Drive, Perry, Florida 32348. Members of the public may submit written comments to the same address. Please include your name, address and interest affected. Any comments received will be submitted to Florida Housing Finance Corporation with the annual report.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER THE APPROVAL OF ASSISTING TAYLOR COUNTY LEADERSHIP, INC. FORMERLY KNOWN AS JERKINS COMMUNITY CENTER IN THEIR REHABILITATION PROJECT.

**Meeting Date:**

AUGUST 21, 2018

**Statement of Issue:**

THE BOARD TO CONSIDER PROVIDING ASSISTANCE IN PREPARING A GRANT APPLICATION TO THE BUREAU OF HISTORIC PRESERVATION SMALL MATCHING GRANT AS REVIOUSLY APPROVED NOV. 7, 2016, AND PROVIDE ASSISTANCE TO REHABILITATE RESTROOMS WITH ESTIMATED COST \$25,000

TO APPROVE FINANCIAL ASSISTANCE IN THE AMOUNT OF \$10,000

**Recommendation:**

AND ASSISTANCE TO COMPLETE GRANT APPLICATION.

**Fiscal Impact:**

\$

**Budgeted Expense:**

Yes ☐

No ☐

N/A ☐

**Submitted By:**

ERNESTINE MITCHELL, VICE-CHAIR

**Contact:**

850-295-4258

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

1.

2.

**Attachments:**

1. PREVIOUS BOARD MINUTES DATED NOVEMBER 7, 2016

2.

Book Type[ BOCC ] Date[ 11/07/2016 ] Time[ 6:00 P.M.  
Book#[ 65 ] Minutes#[ 7 ] Meeting-Type[ REGULAR

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BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

MONDAY, NOVEMBER 7, 2016

6:00 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET  
IN REGULAR SESSION ON THE ABOVE DATE.

PRESENT WERE JODY DEVANE, CHAIRMAN, JIM MOODY, PAM FEAGLE,  
PATRICIA PATTERSON AND MALCOLM PAGE, A FULL BOARD BEING PRESENT.  
COUNTY ADMINISTRATOR, DUSTIN HINKEL, CLERK OF COURT, ANNIE MAE  
MURPHY AND COUNTY ATTORNEY, CONRAD BISHOP, WERE ALSO PRESENT.

PATRICIA PATTERSON LED THE BOARD IN PRAYER, FOLLOWED BY PLEDGE  
OF ALLEGIANCE TO THE FLAG. THE BOARD WAS THEN CALLED TO ORDER BY  
CHAIRMAN DEVANE, AND BUSINESS TRANSACTED AS FOLLOWS:



UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AMENDED AGENDA FOR THIS DATE, AS FOLLOWS:

1. ADD AS ITEM NO. 26A., THE BOARD TO CONSIDER TASKING THE COUNTY ATTORNEY TO DRAFT A RESOLUTION ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS FOR THE PROVISION OF FIRE PROTECTION SERVICES IN THE UNINCORPORATED AREA OF THE COUNTY AND ADVERTISE FOR A PUBLIC HEARING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
2. ADD APPROVAL OF MINUTES OF SEPTEMBER 20 AND 27, 2016.

CONSENT ITEMS:

UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED CONSENT ITEM NOS. FOUR (4) THROUGH FIFTEEN (15), AS FOLLOWS:

4. THE APPROVAL OF MINUTES OF SEPTEMBER 6, 12, 19, 20 AND 27, 2016, WHICH WERE APPROVED WITHOUT PUBLIC READING AS ALL BOARD MEMBERS HAD PREVIOUSLY RECEIVED TRUE COPIES.

5. THE APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:

FUND	WARRANT NOS.
GENERAL REVENUE FUND	054717 THROUGH 054823 INCLUSIVE
ROAD AND BRIDGE FUND	5014507 THROUGH 5014527 INCLUSIVE

AND THAT THE CHAIRMAN AND THE CLERK BE AUTHORIZED TO  
ISSUE COUNTY WARRANTS COVERING SAME.

6. THE APPROVAL OF THE FOLLOWING ARTHROPOD CONTROL  
BUDGET AMENDMENT, AS AGENDAED BY GARY WAMBOLT,  
ENVIRONMENTAL SERVICES DIRECTOR:

7. THE APPROVAL OF AN INVOICE, IN THE AMOUNT OF \$2,250, FROM  
THE FLORIDA ASSOCIATION OF COUNTIES TRUST (FACT)-GENERAL  
LIABILITY, FOR THE DEDUCTIBLE ON AN INSURANCE CLAIM, IN THE  
AMOUNT OF \$2,250, AS AGENDAED BY DUSTIN HINKEL, COUNTY  
ADMINISTRATOR.

8. THE APPROVAL OF A REQUEST TO REMOVE THE FOLLOWING  
SURPLUS COUNTY ASSETS FROM COUNTY INVENTORY, AS AGENDAED BY  
THERESA COPELAND, IT DIRECTOR:

9. THE APPROVAL OF A TRANSFER FROM CONTINGENCY, IN THE AMOUNT  
OF \$1,500, TO COVER AN UNANTICIPATED REPAIR OF THE HVAC  
SYSTEM AT THE TAYLOR COUNTY LIBRARY, AS AGENDAED BY THE  
COUNTY ADMINISTRATOR.

10. THE RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE  
ON THE GRANT APPLICATION SUBMITTED TO THE COASTAL  
PARTNERSHIP INITIATIVE (CPI), REQUESTING THE MAXIMUM AMOUNT  
OF \$30,000, FOR THE DOCK REHABILITATION PROJECT AT  
STEINHATCHEE BOAT RAMP, AS AGENDAED BY MELODY COX, GRANTS  
DIRECTOR.

SAID DOCUMENTATION ON FILE WITH THE GRANTS DIRECTOR.

11. THE APPROVAL OF A BUDGET TRANSFER FROM "RESERVE FOR  
CAPITAL IMPROVEMENTS", TO COVER EXPENDITURES INCURRED IN  
RESPONSE TO HURRICANE HERMINE AS OF SEPTEMBER 30, 2016, AS  
AGENDAED BY TAMMY TAYLOR, COUNTY FINANCE DIRECTOR.

12. THE APPROVAL OF A BUDGET TRANSFER FROM "RESERVE FOR  
CAPITAL IMPROVEMENTS", TO COVER EXPENDITURES INCURRED IN  
RESPONSE TO TROPICAL STORM HERMINE, FROM THE PERIOD OCTOBER  
1, 2016 THROUGH NOVEMBER 1, 2016, AS AGENDAED BY THE COUNTY  
FINANCE DIRECTOR.

13. THE ADOPTION OF THE FOLLOWING RESOLUTION TO  
REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, FOR THE  
FISCAL PERIOD ENDING SEPTEMBER 30, 2016, AS AGENDAED BY THE  
COUNTY FINANCE DIRECTOR:

14. THE ADOPTION OF THE FOLLOWING RESOLUTION TO REFLECT A  
SHORTFALL IN THE GENERAL FUND, FOR THE FISCAL PERIOD ENDING  
SEPTEMBER 30, 2017, AS AGENDAED BY THE COUNTY FINANCE  
DIRECTOR:

15. THE ADOPTION OF THE FOLLOWING RESOLUTIONS TO  
REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, MSTU  
FUND, CDBG GRANT FUND, SALES TAX REVENUE FUND, SCRAP ROAD  
PROJECT (NORTH ELLISON ROAD) FUND, SCOP ROAD PROJECT (EAST  
ELLISON ROAD) FUND, SCRAP ROAD PROJECT (EAST ELLISON ROAD)  
FUND, SCOP ROAD PROJECT (SAN PEDRO ROAD) FUND, SCOP ROAD  
PROJECT (CARLTON CEMETERY ROAD) FUND AND SCRAP ROAD PROJECT  
(OSTEEN ROAD) FUND, FOR THE FISCAL PERIOD ENDING SEPTEMBER  
30, 2017, AS AGENDAED BY THE COUNTY FINANCE DIRECTOR:

PUBLIC HEARINGS:

16. THE BOARD HAVING HERETOFORE ADVERTISED FOR A PUBLIC  
HEARING, FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER  
AS POSSIBLE, TO CONSIDER ADOPTION OF A RESOLUTION TO  
ABANDON A 20-FOOT RIGHT-OF-WAY (ALLEY) LOCATED IN BLOCK 76

OF THE STEINHATCHEE SUBDIVISION, AS AGENDAED BY DANNY  
GRINER, COUNTY BUILDING DIRECTOR.

THE COUNTY ATTORNEY ADVISED THAT NO PROOF OF PUBLICATION HAS  
BEEN RECEIVED FROM THE NEWSPAPER ON THIS ADVERTISEMENT.

UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY  
COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY  
WAS AUTHORIZED TO READ THE PROPOSED RESOLUTION, BY TITLE.

ALL PERSONS PRESENT WERE GIVEN AN OPPORUTNITY TO DISCUSS AND ASK  
QUESTIONS REGARDING THE PROPOSED RIGHT-OF-WAY CLOSING AND THE  
PROPOSED RESOLUTION.

CHARLES NORWOOD APPEARED AND STATED THAT HE OWNS LAND ON BOTH  
SIDES OF THE RIGHT-OF-WAY AND HAS REQUESTED THE CLOSING IN ORDER  
TO ENLARGE HIS STORAGE BUSINESS (THREE (3) ADDITIONAL  
EMPLOYEES) .

NO OTHER PERSONS REQUESTED TO SPEAK REGARDING THIS ISSUE,  
THEREFORE THE CHAIRMAN CLOSED THE PUBLIC HEARING.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER  
PATTERSON AND BY UNANIMOUS VOTE, THE BOARD APPROVED CLOSING THE  
20-FOOT RIGHT-OF-WAY (ALLEY) , BY RESOLUTION, SUBJECT TO RECEIPT  
OF THE PROOF OF PUBLICATION FROM THE NEWSPAPER.

SAID RESOLUTION IS AS FOLLOWS:

PUBLIC REQUESTS:

17. JEFF SIEGMEISTER, STATE ATTORNEY, APPEARED TO ADDRESS THE BOARD REGARDING A LEASE FOR OFFICE SPACE WITH FAIRPOINT COMMUNICATIONS.

MR. SIEGMEISTER DISCUSSED A MEMORANDUM OF UNDERSTANDING (MOU) WITH TAYLOR COUNTY REGARDING THE FINANCIAL RESPONSIBILITIES OF THE LEASE, TO INCLUDE THE LEASE PAYMENT (\$1,300 PER MONTH FOR THREE (3) YEARS), ELECTRIC BILL AND CUSTODIAL SERVICES. MR. SIEGMEISTER AGREED THAT HE WILL SIGN THE LEASE AGREEMENT WITH FAIRPOINT.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED FOR THE STATE ATTORNEY TO SIGN THE LEASE AGREEMENT WITH FAIRPOINT COMMUNICATIONS, AND DIRECTED THE COUNTY ATTORNEY TO PREPARE A MOU IN WHICH THE COUNTY AGREES TO PAY THE LEASE PAYMENT, LIGHT BILL AND CUSTODIAL SERVICES.

GENERAL BUSINESS:

18. THE BOARD DISCUSSED ASSISTING THE TAYLOR COUNTY

LEADERSHIP COUNCIL WITH THE REHABILITATION OF THE RESTROOMS



AT JERKINS COMMUNITY CENTER, WHICH ARE CURRENTLY IN DISREPAIR AND ARE NOT HANDICAP ACCESSIBLE, AS AGENDAED BY COMMISSIONER PATTERSON.

THAT THE REHABILITATION OF THE RESTROOMS HAS A ESTIMATED COST OF \$25,000.

COMMISSIONER PATTERSON REQUESTED THAT THE BOARD APPROVE PROVIDING \$10,000 IN FY 2017/2018 (OCTOBER, 2017), AND TO PROVIDE ASSISTANCE IN PREPARING A GRANT APPLICATION TO THE BUREAU OF HISTORIC PRESERVATION, SMALL MATCHING GRANTS PROGRAM, ON BEHALF OF THE LEADERSHIP COUNCIL, IN THE AMOUNT OF \$12,500. THAT THE LEADERSHIP COUNCIL WILL RAISE THE ADDITIONAL FUNDS REQUIRED FOR THE PROJECT, IN THE AMOUNT OF \$2,500.

AFTER DISCUSSION, AND UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE OF THE BOARD, THE GRANTS DIRECTOR WAS DIRECTED TO PURUSE THE GRANT, AS STATED, IN THE AMOUNT OF \$12,500, AND THE BOARD WILL CONSIDER FUNDING THE REQUEST OF \$10,000 IN THE FY 2017/2018 BUDGET.

19. THE BOARD DISCUSSED ADOPTION OF A RESOLUTION DECLARING NOVEMBER 17, 2016, AS WORLD PANCREATIC CANCER DAY IN TAYLOR COUNTY, AS REQUESTED BY ALISON STROTHER. THE COUNTY ADMINISTRATOR ADVISED THE BOARD THAT THIS IS AN ANNUAL REQUEST.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE OF THE BOARD, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE LAST PARAGRAPH OF THE PROPOSED RESOLUTION.

UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE OF THE BOARD, THE BOARD ADOPTED THE FOLLOWING RESOLUTION:

20. UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD APPOINTED BRANDON FLETCHER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

21. UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED AND APPROVED A PROPOSED SCOPE OF SERVICES AND FEE PROPOSAL FOR THE PROFESSIONAL ENGINEERING SERVICES 100% DESIGN, BID, AND CONSTRUCTION PHASE SERVICES, FOR THE



STREET            LEVEL LIGHTING FOR THE STEINHATCHEE RIVER BRIDGE  
LIGHTING            PROJECT, AS AGENDAED BY THE GRANTS DIRECTOR.

MS. COX STATED THAT PHASE I OF THE \$46,595 PROJECT HAS BEEN  
COMPLETED. THAT THE PROJECT WILL BE PAID FOR WITH FUNDS DONATED  
BY FRANK JACKSON, AND MR. JACKSON'S FAMILY HAS APPROVED THE  
COST.

22.    UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND  
BY            COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD  
APPROVED            A REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL  
SERVICES FOR            THE COUNTY'S PREPARATION AND SUBMISSION OF THE  
RESTORE ACT            DIRECT COMPONENT MULTI-YEAR IMPLEMENTATION PLAN  
(MYIP) TO THE            U.S. DEPARTMENT OF THE TREASURY, AS AGENDAED  
BY THE GRANTS            DIRECTOR.

SAID RFPS TO BE RECEIVED BY THE BOARD ON TUESDAY, JANUARY 3,  
2017 AT 6:00 P.M.

23.    UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY  
COMMISSIONER            FEAGLE, AND BY UNANIMOUS VOTE, THE BOARD

REVIEWED AND APPROVED THE MEMORANDUM OF AGREEMENT FOR COST  
SHARE ASSISTANCE WITH THE SUWANNEE RIVER WATER MANAGEMENT  
DISTRICT (SRWMD), FOR THE RESTORATION OF STEPHENS SPRINGS,  
AS AGENDAED BY THE GRANTS DIRECTOR.

SAID MEMORANDUM OF AGREEMENT IS AS FOLLOWS:

24. UPON MOTION OF COMMISSIONER PATTERSON, WITH SECOND  
BY COMMISSIONER PAGE, AND BY UNANIMOUS VOTE, THE BOARD  
REVIEWED AND ACCEPTED THE FOLLOWING BID AWARD  
RECOMMENDATIONS, FOR BIDS RECEIVED ON OCTOBER 18, 2016, FOR  
THREE (3) SHIP AND TWO (2) RCMP HOUSING REHABILITATION  
PROJECTS, AS AGENDAED BY THE GRANTS DIRECTOR:

1. CERTIFIED ROOFING & CONSTRUCTION (LEOLA JOHNSON) \$19,720  
SHIP
2. FLORIDA HOMES, INC. (CHANDRA WOODFAULK) \$24,844  
SHIP
3. FLORIDA RETROFITS, INC. (LAQUITA DUNNELL) \$23,610  
RCMP
4. FLORIDA RETROFITS, INC. (M.C. REDDIN) \$22,733  
RCMP
5. FLORIDA RETROFITS, INC. (OLLIE GLANTON) \$25,000  
SHIP

THE BOARD WAS ADVISED THAT NO LOCAL CONTRACTORS BID ON THE PROJECTS. THE BID COMMITTEE CONSISTED OF JAY MOSELEY, GOVERNMENT SERVICES GROUP, JAMI BOOTHBY AND MELODY COX.

25. UPON MOTION OF COMMISSIONER PAGE, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, THE BOARD REVIEWED AND APPROVED THE FLORIDA BOATING IMPROVEMENT PROGRAM GRANT AGREEMENT, IN THE AMOUNT OF \$42,876, FOR THE CONSTRUCTION OF RESTROOM FACILITIES AT THE STEINHATCHEE BOAT RAMP, CONSTRUCTION OF A PEDESTRIAN SIDEWALK TO THE RESTROOM, INSTALLATION OF TWELVE (12) WHEEL STOPS TO DESIGNATE PARKING IN THE NON-PAVED PARKING AREA OF THE NON-WATER SIDE OF THE SITE AND INSTALLATION OF BOATER SAFETY SIGNAGE, AS AGENDAED BY THE GRANTS DIRECTOR.

THE GRANTS DIRECTOR REMINDED THE BOARD OF THE VETERANS DAY LUNCHEON, TO BE HELD ON FRIDAY, NOVEMBER 11, 2016, AT 11:30 AM, AT VETERANS PARK.

COUNTY ADMINISTRATOR ITEMS:

26. THE COUNTY ADMINISTRATOR DISCUSSED THE FOLLOWING

INFORMATIONAL ITEMS:

- A. THAT FEMA HAS DECLARED RESIDENTIAL HELP FROM HURRICANE HERMINE. THAT MEETINGS WILL BE HELD WITH FEMA ON NOVEMBER 14, 15 AND 16, AND RESIDENTS CAN FILE A CLAIM ON-LINE.
- B. THAT GP AND UNITED WAY HAVE DONATED \$11,000 TO HELP WITH EIGHT (8) HOMES IN STEINHATCHEE. THAT OWNERS CAN STILL FILE A CLAIM WITH FEMA.
- C. ADVISED OF DATES FOR SMALL COUNTY COALITION MEETINGS ON NOVEMBER 16 AT 1:30 PM AND NOVEMBER 17 AT 8:15 AM, WITH BRIEFINGS WITH HOUSE AND SENATE MEMBERS.
- D. STATED THAT HE IS WORKING WITH FEMA FOR THE HIGHEST STORM REIMBURSEMENT. THAT FEMA WILL NOT FUND THE REPLACEMENT OF THE PIER AT KEATON BEACH AT A DIFFERENT LOCATION. THAT THE DESIGN CAN BE MORE IN COMPLIANCE WITH A STRONGER PIER AT THE PREVIOUS LOCATION (APPROXIMATE COST, \$200,000 - \$225,000. 50% APPLIES TO THIS PROJECT).
- E. ADVISED THAT THE CORPS OF ENGINEERS WAS AT KEATON BEACH TODAY SURVEYING THE DREDGING PROJECT.

EDDIE CULARO, PRESENT IN THE AUDIENCE, STATED THAT FEMA MAY PAY FOR THE COST OF REMOVAL OF "LOUISA" (BOAT) FROM THE STEINHATCHEE RIVER.

26-A. THE BOARD DISCUSSED TASKING THE COUNTY ATTORNEY TO DRAFT A RESOLUTION ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS, FOR THE PROVISION OF FIRE PROTECTION SERVICES IN THE UNINCORPORATED AREA OF THE COUNTY, AND TO ADVERTISE FOR A PUBLIC HEARING, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COMMISSIONER FEAGLE STATED THAT SHE WANTS TO WAIT FOR BOARD ACTION ON THIS MATTER UNTIL THE NEW BOARD MEMBERS ARE SEATED. COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER PATTERSON, TO TABLE THIS MATTER UNTIL THE NEXT REGULAR MEETING OF MONDAY, NOVEMBER 21, 2016.

VOTING ON THE MOTION WAS AS FOLLOWS:

YEA: COMMISSIONERS PAGE, PATTERSON AND FEAGLE

NAY: COMMISSIONERS MOODY AND DEVANE

THE MOTION CARRIED.

FRANK RUSSELL, PRESENT IN THE AUDIENCE, REQUESTED THAT THE BOARD RE-CONSIDER THEIR ACTION IN ORDER TO MEET THE DEADLINES.

THE BOARD WAS REMINDED THAT THEIR NEXT REGULAR MEETING WAS SET FOR MONDAY, NOVEMBER 21, 2016, DURING RE-ORGANIZATION OF THE

BOARD IN 2015. THAT THE NEW BOARD MEMBERS CANNOT BE SEATED UNTIL TWO (2) WEEKS FOLLOWING THE DAY OF THE GENERAL ELECTION (NOVEMBER 8, 2016), WHICH WILL BE TUESDAY, NOVEMBER 22, 2016. THE BOARD WAS FURTHER ADVISED THAT BIDS HAVE BEEN SCHEDULED FOR MONDAY, NOVEMBER 21, 2016. IT WAS A CONSENSUS OF THE BOARD TO CHANGE THE MEETING OF MONDAY, NOVEMBER 21, 2016, TO A SPECIAL MEETING, IN ORDER TO RECEIVE ALREADY SCHEDULED BIDS. THAT THE REGULAR MEETING AND RE-ORGANIZATION OF THE BOARD, BE AGENDAED FOR TUESDAY, NOVEMBER 22, 2016, AT WHICH TIME THIS MATTER WILL BE FURTHER DISCUSSED.

BOARD INFORMATIONAL ITEMS:

COMMISSIONER FEAGLE DISCUSSED:

1. HOLES IN SOCCER FIELD (10 AND UNDER) THAT NEED ATTENTION.
2. HOW GAIA CORPORATION HAS SPENT THE \$100,000 FROM THE BOARD. THE COUNTY ADMINISTRATOR STATED THAT HE IS NOT SATISFIED WITH THEIR RESPONSE. COPIES TO BE SECURED FOR THE BOARD. COMMISSIONER FEAGLE EXPRESSED HER DISPLEASURE WITH HOW THIS PROCESS WAS HANDLED, AND STATED THAT SHE WILL NOT AGREE TO DO IT AGAIN.
3. THANKS TO GP FOR ALL DONATIONS TO THE COUNTY.
4. THANKS TO THE GRANTS DIRECTOR, MEKIDY COX, FOR HER CONTRIBUTIONS TO THE COUNTY THROUGH GRANTS.



5. THANKS TO ALL IN ATTENDANCE THIS DATE.

COMMISSIONER PAGE DISCUSSED:

1. CAITLYN CULPEPPER, TRI-COUNTY ELECTRIC, HAS VISITED LOCAL SCHOOLS AND SECURED APPLICATIONS FROM 8-9 STUDENTS TO VISIT WASHINGTON, D.C. THAT THE DEADLINE TO APPLY IS DECEMBER 13, 2016.

2. SHARED OTHER TRI-COUNTY PROJECTS.

3. THANKS TO ALL IN ATTENDANCE THIS DATE.

COMMISSIONER PATTERSON EXPRESSED HER APPRECIATION TO ALL IN ATTENDANCE THIS DATE.

CHAIRMAN DEVANE DISCUSSED:

1. CONTRACTOR TREE TRIMMING AND DEBRIS.

2. THANKS TO ALL STEINHATCHEE RESIDENTS FOR THEIR ASSISTANCE TO STORM VICTIMS.

3. THANKS TO JIM HUNT AND FIDDLER'S RESTAURANT FOR FEEDING LAW ENFORCEMENT OFFICERS.

4. THANKS TO ELKS CLUN FOR FEEDING VETERANS.

5. ADVISED THAT THE WEEKS FAMILY WANTS TO FEED THE BOARD. THAT A DATE AND TIME NEEDS TO BE SET.

THE BOARD DISCUSSED NOVEMBER 18, 2016 AT 4:00 P.M. THE COUNTY ADMINISTRATOR TO WORK ON SETTING UP THE DINNER.

6. THANKS TO ALL IN ATTENDANCE.

THE HOUR BEING APPROXIMATELY 7:45 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER FEAGLE, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_

JODY DEVANE, CHAIRMAN

ATTEST:

\_\_\_\_\_



ANNIE MAE MURPHY, CLERK

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## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

**THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION AND DRAFT CONTRACT FOR THE LEASING OF PROPERTY FOR THE HARVEST OF SAW PALMETTO BERRIES.**

**MEETING DATE REQUESTED:**

**AUGUST 21, 2018**

**Statement of Issue:**

**THE BID COMMITTEE FOR THE LEASING OF 296 +/- ACRES OF PROPERTY IS DANNY GRINER, CLAY OLSON AND LAWANDA PEMBERTON. THE BOARD OF COUNTY COMMISSIONERS RECEIVED ONE BID IN THE AMOUNT OF \$ .66 PER POUND FOR THE HARVEST OF SAW PALMETTO BERRIES. THE BID COMMITTEE IS RECOMMENDING THAT THE CONTRACT BE AWARDED TO FLORIDA GROWN HARVESTING, LLC. THE CONTRACT SHALL BE FOR A SINGLE SEASON OF SAW PALMETTO BERRY HARVESTING. THE DRAFT CONTRACT HAS BEEN FORWARDED TO THE COUNTY ATTORNEY FOR REVIEW.**

**Recommended Action:**

**Fiscal Impact:                 \$.66 PER POUND**

**Budgeted Expense:         NO**

**Submitted By:               LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR**

**Contact:                     850-838-3500 EXT 7**

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

**History, Facts & Issues:**

**Options:                     APPROVE/NOT APPROVE**

**Attachments:               BID DOCUMENTS  
DRAFT CONTRACT  
BID COMMITTEE RECOMMENDATION**



## 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

August 17, 2018

To: Board of County Commissioners  
From: Bid Committee  
Re: Saw Palmetto Berry Harvesting lease bid  
Date:

The Bid Committee for the Saw Palmetto Berry Harvesting lease bid consisting of LaWanda Pemberton, Danny Griner and Clay Olson met on August 17, 2018. The amount of the sole bid received was as follows:

Florida Grown Harvesting, LLC	\$ .66 per pound for the harvest of saw palmetto berries.
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The Bid Committee noted that the bid package from Florida Grown Harvesting, LLC was substantially complete, with the exception of the certificates of insurance list the "Clerk of Court" as the certificate holder. The contract will give the Contractor 10 days to submit correct insurance documents. The Bid Committee further noted that the packet included prior related experience, work history and Public Entity Crimes Statement.

The Bid Committee unanimously recommends that the Board of County Commissioners accept the bid from Florida Grown Harvesting, LLC in the amount of \$.66 per pound of saw palmetto berries harvested.

Handwritten signature of LaWanda Pemberton in blue ink.

LaWanda Pemberton

Handwritten signature of Danny Griner in blue ink.

Danny Griner

Handwritten signature of Clay Olson in blue ink.

Clay Olson

## BID CHECKLIST

### Check Items Included:

- |          |    |   |
|----------|----|---|
| <u>✓</u> | 1. | Required proposal/bid information referenced above.   |
| <u>✓</u> | 2. | Certification of Liability Insurance or Agent Statement as outlined in the General Considerations <b><u>(MUST BE INCLUDED)</u></b> .  |
| <u>✓</u> | 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. |
| <u>✓</u> | 4. | Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) <b><u>(AFFIDAVIT ENCLOSED)</u></b> .   |

**Checklist must be included with the bid.**

Florida Grown Harvesting, LLC.  
1928 Dansby Road  
Wauchula, Fl. 33873  
863.735.0553  
[pberryharvesting@gmail.com](mailto:pberryharvesting@gmail.com)  
[www.floridagrownharvesting.com](http://www.floridagrownharvesting.com)

**Bid Proposal**

Saw Palmetto berries are used for the medicinal purpose of research and treatment of Benign Prostatic Hyperplasia (prostate cancer), and is only grown in Florida. At Florida Grown Harvesting, LLC. we pride ourselves in professionalism, honesty and integrity. We are partnered with Natural Medicinals, Inc., where Saw Palmetto berries are processed, separating us from our competitors. The following is a list that sets us apart from other harvesters.

- We can run 5 crews at any given time, making us more efficient and effective for large landowners.
- Each crew can harvest 20 to 50 thousand pounds per day with a good yield.
- Our pickers are experienced and trained and we have a zero tolerance policy for litter, insubordination, or leaving gates open.
- We will supply all locks and make sure all gates are locked and secured daily and anything else that the Rancher requests. As well as, Florida Grown Harvesting will also have an employee available to man gates that we may use during harvesting.
- Every crew is supplied with scales, and funds for daily weight and pay outs. Methods of payments are as follows: check, cash, wire transfer, and up to the rancher's preference.
- We will pay \$0.66 per pound for all Saw Palmetto Berries harvested for the entirety of the 2018 season.
- We will supply each employee with identification for the County's staff to verify their employment. Our pickers will be required to wear fluorescent tee shirts with our company initials visible at all times for security reasons.
- Each crew will have at least 2 managers present and one crew leader at all times.
- We all have cell phones for easy and fast communication and an office for any emergencies if crew leaders are out of range in the field.
- We carry workers compensation, a combined umbrella general liability of 6 million, and automobile liability on employees that will be provided for your convenience and security. We are also bonded with the state of Florida and hold an Agricultural Dealer's License with the Florida Department of Agriculture and Consumer Services.
- Our office will provide a daily report of pounds harvested, area that was harvested, price per pound, amount due to the County.
- We are currently working with the University of Florida, learning about different products to fight disease, what types of fertilizer are beneficial, etc.
- We have scientists and biologists with Natural Medicinals, Inc. willing to work with your staff, assisting you with the study and research to better the growth production of Saw Palmetto.
- We are looking forward to working with you on a long term future of harvesting berries and to assist them with their berry growth.



- (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 \$0.16 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: Florida Grown Harvesting, LLC. (seal)

State of Incorporation: Florida

By: Richard Tharpe (seal)

Name of Person Authorized to Sign

(Corporate Seal) owner

Title

Attest: Richard Tharpe As Secretary

Business Address: 1928 Dansby Rd. Wauchula, Fl. 33873

Telephone No.: 863.735.0553

Date of Qualification To Do Business Is: 7/13/15



FLORGRO-01

NTURNER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
GEORGE WADSWORTH INSURANCE LLC  
104 E ORANGE ST  
Wauchula, FL 33873

CONTACT NAME: Nicole Turner  
PHONE (A/C, No, Ext): (863) 773-4000 FAX (A/C, No): (863) 773-4001  
E-MAIL ADDRESS: nicole@gwadsworthins.com

INSURED

Florida Grown Harvesting LLC  
1928 Dansby Rd  
Wauchula, FL 33873

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A : Colony Insurance Company  
INSURER B :  
INSURER C :  
INSURER D :  
INSURER E :  
INSURER F :

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			101GL009962900	05/30/2018	05/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
43840 - Fruit or Vegetable - Harvesting Contractors (berry harvesting)

Certificate holder is listed as additional insured with regards to General Liability coverage.

## CERTIFICATE HOLDER

Taylor County Clerk of Court  
1st Floor Courthouse  
108 North Jefferson Street  
Perry, FL 32347

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GEORGE WADSWORTH INSURANCE LLC 104 E ORANGE ST  WAUCHULA FL 33873		<b>CONTACT NAME:</b> GEORGE L WADSWORTH JR. <b>PHONE (A/C, No, Ext):</b> (863) 773-4000 <b>E-MAIL ADDRESS:</b> GWADSWORTHINS@GMAIL.COM <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FWCJUA <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> FLORIDA GROWN HARVESTING LLC 1928 DANSBY RD WAUCHULA FL 33873 FEIN: 474685072		<b>NAIC #</b>	

**COVERAGES****CERTIFICATE NUMBER:** 1807270010**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A			6G455766	5/30/2018	5/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Taylor County Clerk of Court 1st Floor Courthouse 108 North Jefferson Street Perry FL 32347 Phone Number: (850) 838-3501	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**INFORMATION PAGE WC 00 00 01 ( A )**

**POLICY NUMBER: (6FR13UB-6G45576-6-18)**

**NEW-18**

**INSURER: FLORIDA W.C. JUA**

**NCCI CO CODE: 80179**

**1.**

**INSURED:**

FLORIDA GROWN HARVESTING LLC &  
1928 DANSBY RD  
WAUCHULA FL 33873

**PRODUCER:**

GEORGE WADSWORTH INS LLC  
104 E ORANGE ST  
WAUCHULA FL 33873

Insured is a A MULTIPLE STATUS

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 05-30-18 to 05-30-19 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

FL

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	1 000 000	Each Accident
Bodily Injury by Disease:	\$	1 000 000	Policy Limit
Bodily Injury by Disease:	\$	1 000 000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

SEE ENDORSEMENT FWCJUA 03 01

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit. ANNUALLY.

**DATE OF ISSUE: 06-12-18 TZ**

**ST ASSIGN: FL**

**OFFICE: FLORIDA WC JUA 821**

**PRODUCER: GEORGE WADSWORTH INS LLC**

**79KHR**

**Page 1 of 1**

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 ( A)

POLICY NUMBER: (6FR13UB-6G45576-6-18)

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS TOTAL ESTIMATED ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
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SEE EXTENSION OF INFORMATION PAGE - SCHEDULE WC 00 00 01 ( A)

NAICS: 713990

TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	\$	2364
PREMIUM DISCOUNT		NONE
0900-09 EXPENSE CONSTANT		160
TERRORISM		19
TIER 3 SURCHARGE		585
FWCJUA FLAT FEE		475
TOTAL ESTIMATED PREMIUM		3603
TOTAL AMOUNT DUE		3603MP

Minimum Premium: \$ 2000

EMPLOYERS LIABILITY MINIMUM: \$ 120

ST ASSIGN: FL

DATE OF ISSUE: 06-12-18 TZ

OFFICE: FLORIDA WC JUA 821

PRODUCER: GEORGE WADSWORTH INS LLC 79KHR

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 ( A )

POLICY NUMBER: (6FR13UB-6G45576-6-18)

INSURER: FLORIDA W.C. JUA

INSURED'S NAME: FLORIDA GROWN HARVESTING LLC &

RATE BUREAU ID: 913550978

EXP. MOD. EFFECTIVE DATE: 08-15-17

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 01				
FEIN 474685072 ENTITY CD 001				
FLORIDA GROWN HARVESTING LLC &				
2872 NOVELL RD WAUCHULA, FL 33873 SIC CODE: 7999 NAICS: 713990				
FARM: BERRY & DRIVERS.	0173	134038	.91	1220
CLERICAL OFFICE EMPLOYEES NOC.	8810	26795	.23	62
AMUSEMENT DEVICE OPERATION NOC NOT TRAVELING & DRIVERS	9180	24663	3.90	962

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1.40% EMPL. LIAB. INCREASED LIMITS(9812)	\$	31
ADD FOR INCREASED LIMITS MINIMUM (9848)		89
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		NONE
EXPERIENCE MODIFICATION: 1.00 MODIFIED PREMIUM		NONE
.00% ARAP MODIFICATION PROGRAM (0277)		NONE
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		2364
EXPENSE CONSTANT(0900)		160
0.0100 TERRORISM (9740)		19
TIER 3 SURCHARGE		585
FWCJUA FLAT FEE(9601)		475
FWCJUA MANDATORY DEPOSIT		NONE
TOTAL ESTIMATED PREMIUM		3603
DEPOSIT AMOUNT DUE		3603

DATE OF ISSUE: 06-12-18 TZ

ST ASSIGN: FL



WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 ( A)

POLICY NUMBER: (6FR13UB-6G45576-6-18)

INSURER: FLORIDA W.C. JUA

INSURED'S NAME: FLORIDA GROWN HARVESTING LLC &

RATE BUREAU ID: 913550978

EXP. MOD. EFFECTIVE DATE: 08-15-17

CLASSIFICATION	CODE	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 001 02				
FEIN 593462556 ENTITY CD 002				
THARPE, RICHARD DBA GASPARILLA HUNT CLUB				
2872 NOVELL RD WAUCHULA, FL 33873 SIC CODE: 7999 NAICS: 713990				
AMUSEMENT DEVICE OPERATION NOC NOT TRAVELING & DRIVERS	9180	IF ANY	3.90	

1.40% INCREASED LIMITS	\$	NONE
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION		INCL
EXPERIENCE MODIFICATION: 1.00 MODIFIED PREMIUM		NONE
.00% ARAP MODIFICATION PROGRAM (0277)		INCL
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		INCL
0.0100 TERRORISM (9740)		INCL
TIER 3 SURCHARGE		INCL
FWCJUA MANDATORY DEPOSIT		INCL
TOTAL ESTIMATED PREMIUM		INCL
DEPOSIT AMOUNT DUE		INCL

DATE OF ISSUE: 06-12-18 TZ

ST ASSIGN: FL



FLORIDA WORKERS' COMPENSATION  
JOINT UNDERWRITING ASSOCIATION, INC.

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**EXTENSION OF INFO PAGE WC 00 00 01 (A)**

**POLICY NUMBER: (6FR13UB-6G45576-6-18)**

**EXTENSION OF ITEM 3.D.,  
ENDORSEMENTS AND SCHEDULES**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
FW CJ UA 03 01 - 001	FL JUA LIMITED OTHER STATES ENDT.
FW CJ UA 04 01 - 001	FL JUA ASSESSABLE POLICY NOTICE ENDT.
FW CJ UA 04 06 - 001	CANCELLATION ENDORSEMENT
FW CJ UA 04 07 - 001	ASSIGNED RISK ADJUSTMENT PROGRAM ENDORSE
FW CJ UA 06 02 - 001	FWCJUA TIER AND PREMIUM SURCHARGE NOTICE
WC 00 04 14 00 - 001	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 09 04 03 B - 001	FL TRIPRA ENDORSEMENT
WC 00 03 08 00 - 001	PARTNERS, OFFICERS AND OTHERS EXCL ENDT
WC 00 04 19 00 - 001	PREMIUM DUE DATE ENDORSEMENT
WC 09 03 03 00 - 001	FL EMPLRS LIAB COVERAGE ENDT
WC 09 06 06 00 - 001	FL EMPLOYMENT AND WAGE INFORMATION REL.



**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 The leasing of 296± acres for the harvesting of Saw Palmetto berries  
in Taylor County.
2. This sworn statement is submitted by Florida Grown Harvesting, LLC  
(Name of entity submitting sworn statement)

Whose business address is 1928 Dansby Rd  
Wauchula, FL 33873 and

(if applicable) its Federal Employer Identification Number (FEIN) is 47-41085072.  
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is Richard Tharpe and my relationship to the entity  
named above is Owner.
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)

PS 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]  
(Signature)

7/26/18  
(Date)

STATE OF Florida

COUNTY OF Hardee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Richard Tharpe  
(Name of individual signing)

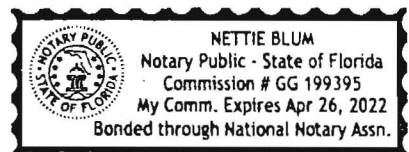
who, after first being sworn by me, affixed his/her signature in the space provided above on this 26

day of July, 2018.


[Signature]

NOTARY PUBLIC

My commission expires: 4/26/22





TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	Abandonment of Doyle Street in Steinhatchee, Florida
<b>Meeting Date:</b>	8/21/18 at 6PM

**Statement of Issue:** Steve Atwill, owner of 10249-030 and 10297-100 request the BOCC consider Abandoning the area (highlighted in red and attached hereto) known as Doyle Street to him. This section Of Doyle Street is wooded and is not a maintained street, and is valued at less than \$5,000.00 by the PA.

**Recommendation:** \_\_\_\_\_

**Fiscal Impact:** \$ \_\_\_\_\_ **Budgeted Expense:** Yes ☐ No ☐ N/A ☐

**Submitted By:** Ray Curtis, Attorney for Steve Atwill

**Contact:** ray@thecurtislawfirm.com

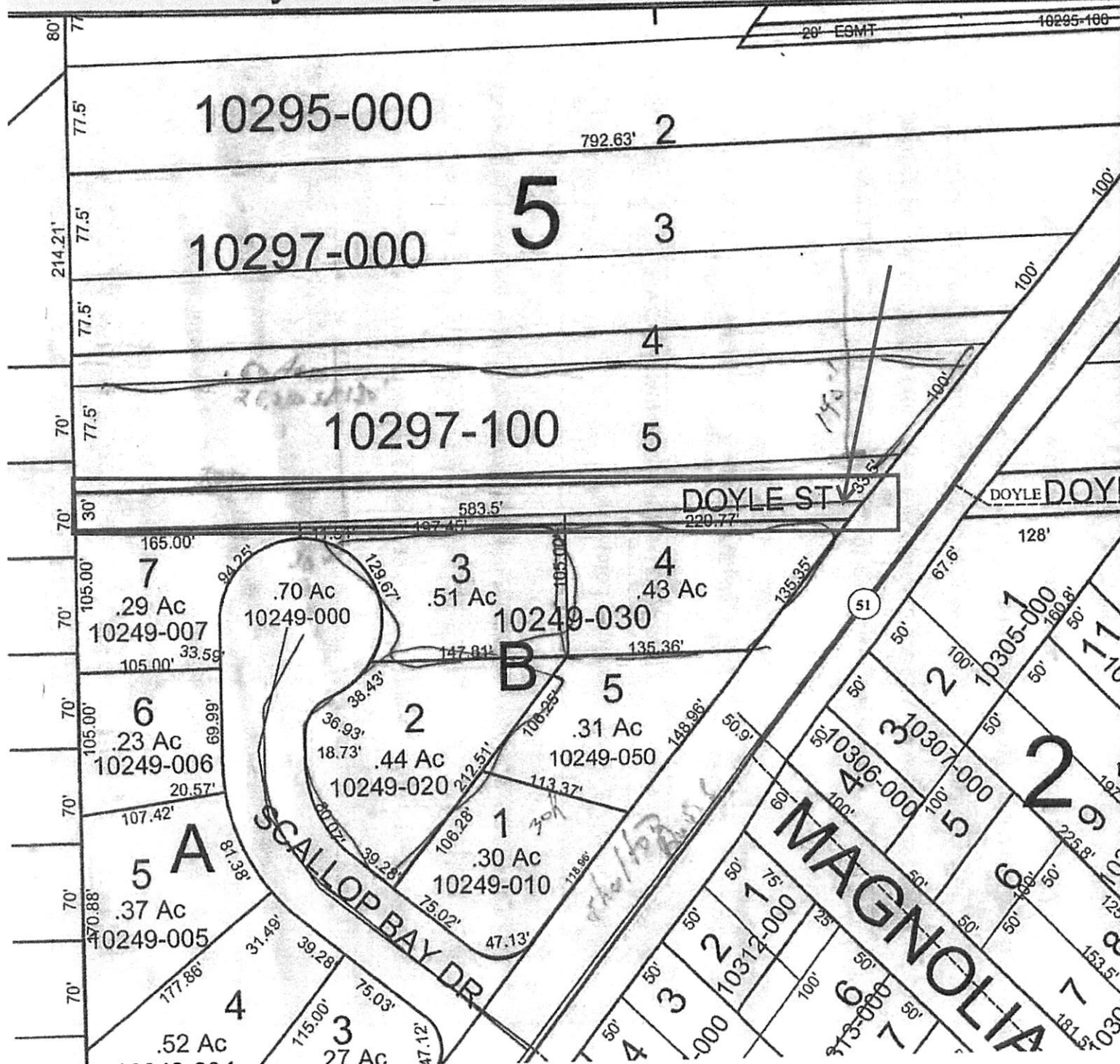
**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** In order to abandon a property, the BOCC must, by motion, second, and majority vote, find that (a) the parcel is of insufficient size and shape to be issued a building permit, or that the property is less than \$15,000.00 in value; and (b), due to the size and shape, the property is only of value to one or more adjacent Property owners; and (c) that the BOCC intends to, if no objections are timely made by adjacent Property owners, sell the property to Mr. Atwill. Mr. Atwill requests that you vote indicating your intention to sell said property to him at a set price, then send notice to the adjacent owners to appear at a later meeting if they wish to oppose the request.

**Options:** 1. \_\_\_\_\_  
2. \_\_\_\_\_

**Attachments:** 1. \_\_\_\_\_  
2. \_\_\_\_\_

# Taylor County Growth Management Division



**Legend**

**Future Land Use Classification**

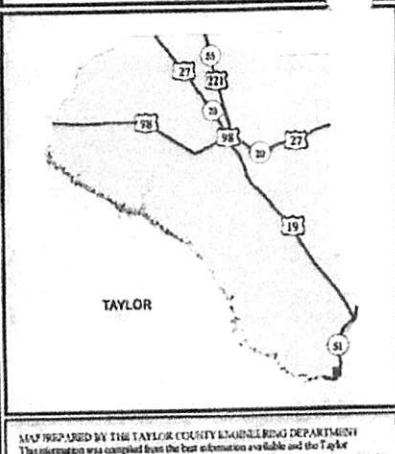
- ☐ Municipal Limits
- ☐ Conservation (1unit/40 Acres)
- ☐ Agriculture - 2 (1unit/10 Acres)
- ☐ Agriculture - 1 (1unit/20 Acres)
- ☐ Agriculture - Rural (1unit/5 Acres)
- ☐ Mixed Use - Rural Residential (1unit/2 Acres)
- ☐ Mixed Use - Urban Development (2 Units/Acre)
- ☐ Designated Urban Dev. Arl
- ☐ Aviation Related Commercial
- ☐ Water Oriented Commercial
- ☐ Industrial
- ☐ Public

**Parcel Boundaries**

- State/ US Highway
- Major Road
- Minor Road
- Graded Road

**Scale**

1 inch equals 100 feet  
Printed On: Mar 25



MAP PREPARED BY THE TAYLOR COUNTY ENGINEERING DEPARTMENT  
This information was compiled from the best information available and the Taylor  
County Board of Commissioners



## Taylor County, FL

## Summary

Tax District	CO Millage Rate: 16.2199
Site Location	Unassigned Location RE
Section Township Range	19-09-10
ParcelID	10271-500
Exemptions	GOV/ LOCAL/ COUNTY
Property Usage	VACANT-COUNTY
Legal Description	LEG 0002.08 ACRES - RIVERSIDE SUB - ALL STREETS & HIGHWAYS IN SUB - PLATBOOK 1 PAGE 64 (07-07-1947)
	(Note: Not to be used on legal documents)

## Owner

TAYLOR COUNTY  
P O BOX 620  
PERRY FL 32348

## Land

Land Use	8006V
Number of Units	1
Unit Type	LT
Assessed Value	\$5,000

## Building Data

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

## Sales History

Sales Date	Type of Document	Book/Page	Amount
01-01-1900		0/0	\$0

## Valuation

	2017	2016	2015	2014	2013
+ Land Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Agricultural					
+ Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed XF Value	\$0	\$0	\$0	\$0	\$0
+ Total Misc. Value	\$0	\$0	\$0	\$0	\$0
= Just or Classified Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
- SOH/deferred	\$0	\$0	\$0	\$0	\$0
= Assessed Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
- Exempt Value	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)	(\$5,000)
= Taxable Value	\$0	\$0	\$0	\$0	\$0
 Appraised Land Value	 \$5,000	 \$5,000	 \$5,000	 \$5,000	 \$5,000
Assessed Justification or Classified Value	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

No data available for the following modules: Miscellaneous Features, Sketch.

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

Last Data Upload: 8/10/2018, 10:11:21 PM



07/17/2018

To: The Taylor County Board of County Commissioners

RE: Resolution providing for extension of the 2018 tax roll pursuant to section 197.323

This office has discussed with the Property Appraiser's office the likelihood that, because of recent statutory changes, completion of the Value Adjustment Board (VAB) hearings for the 2018 tax year will delay the issuance of tax notices beyond November 1. The legislature has made significant changes to the VAB hearing process. Perhaps the most significant change has been to the notice of the VAB hearing that the clerk's office is required to provide petitioners. For many years, petitioners were entitled to receive notice at least 10 days prior to the scheduled hearing. That time period has been extended in five-day increments until now petitioners must receive notice of the hearing at least 25 days prior to the hearing date. See 194.032(2), Florida Statutes. The petitioners also are entitled to have their hearing date rescheduled. Id. As a result, the VAB hearings are beginning later and taking longer to conclude.

There is a statutory process whereby the county commission can authorize the VAB and the property appraiser to make a first certification and extension of the 2018 tax rolls prior to completion of the VAB hearings so that tax notices can be timely issued by November 1. Section 197.323(1), Florida Statutes, provides that:

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

The Tax Collector hereby requests the Board of County Commissioners to authorize and direct the VAB and the Property Appraiser to certify and extend the 2018 tax rolls prior to completion of the VAB hearings pursuant to section 197.323. The final tax rolls will be recertified following the conclusion of the VAB hearings in accordance with section 193.122, Florida Statutes.

Sincerely,



Mark Wiggins  
Taylor County Tax Collector

**RESOLUTION No. \_\_\_\_\_**

**A RESOLUTION OF TAYLOR COUNTY, FLORIDA,  
PROVIDING FOR THE EXTENSION OF THE 2018  
ASSESSMENT ROLLS PURSUANT TO SECTIONS  
197.323 AND 193.122, FLORIDA STATUTES; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, The completion of the Taylor County Value Adjustment Board hearings for the 2018 tax year will delay issuance of tax notices beyond November 1; and

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

**NOW THEREFORE, BE IT RESOVED THAT** pursuant to the provisions of section 197.323, Florida Statutes, and section 193.122, Florida Statutes, the Board of County Commissioners, by majority vote, orders the 2018 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.

**DULY PASSED AND ADOPTED** by the Taylor County Board of County Commissioners this \_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

Taylor County BCC:

\_\_\_\_\_  
Annie Mae Murphy  
Taylor County Clerk of Court

\_\_\_\_\_  
Pam Feagle  
Chairman

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**



THE BOARD TO APPROVE CORRECTION OF BID FOR MR. JOHN MORRIS' HOME FOR MITIGATION GRANT 4280-08-R.

**MEETING DATE REQUESTED:**

AUGUST 21, 2018

**Statement of Issue:** BOARD TO APPROVE CORRECTION OF BID FOR MR. JOHN MORRIS' HOME IN THE AMOUNT OF 77,492.85. THIS AMOUNT WAS NOT ON THE CORRECT FORM. THE BIDDER HAD THIS AMOUNT AS AN ATTACHMENT.

**Recommended Action:** APPROVE

**Fiscal Impact:** \_\_\_\_\_

**Budgeted Expense:** \_\_\_\_\_

**Submitted By:** KRISTY ANDERSON, EM DEPUTY DIRECTOR

**Contact:** EMERGENCY MANAGEMENT - 838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE BOARD TO ACCEPT CORRECTION OF BID FOR HOME ELEVATION FOR MR. JOHN MORRIS IN THE AMOUNT OF 77,492.85.

- Options:**
1. APPROVE
  2. NOT APPROVE

**Attachments:**

1. THE BOARD TO ACCEPT CORRECTION OF MR. JOHN MORRIS BID FOR HOME ELEVATION.

**TAYLOR COUNTY  
HAZARD MITIGATION GRANT PROGRAM  
WORK WRITE-UP/BID FORM**

**Owner:** John E. Morris

**Address:** 220 N. Sandpiper Road

**Mailing Address:** P.O. Box 479, Perry, Florida 32348

**Phone #:** 706-575-7003

**Alternate Phone #:**

**Parcel #** 07015-100

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specifications for detailed instructions for the stairs/landings noted below.

Item #	System	Description of Work	Location	Price
001	Structure Elevation	Provide all design, engineering, elevation plans and permitting necessary for the complete elevation of the structure so that the elevation of the lowest floor is at least one (1) foot above base flood elevation as determined by the elevation benchmark and elevation certificate provided. The underside of the house is not to be enclosed and must be left open to facilitate the free flow of water beneath the structure. Any enclosure beneath the structure will have hydrostatic vents and can only be used for storage or parking. Attaining this height above base flood elevation is the responsibility of the contractor by coordinating with the surveyor and interpreting the elevation necessary and correct. At the completion of the construction process, an additional Certificate of Elevation will be provided by the contractor using a State of Florida Licensed Surveyor.	Structure	
002	Utilities	Coordinate all reconnection of utilities with the appropriate trades such as electrical, plumbing and HVAC to meet current codes. This will include the elevation of the Air Compressor	All	

Owner Signature



Co-Owner Signature



Contractor's Signature

Taylor County Hazard Mitigation Grant Program Bid Form

Page 1 of 3






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

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

Work must be completed and approved within 90 days of the issuance of the Notice to Proceed.

The house is to be      occupied; X      vacant for 90 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the Hazard Mitigation Grant Program. I also agree that change orders above the original contract amount shall only be paid for with HMGP funds only if approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Change orders must be recommended by the building department.

Company Name Rudy Blanco Home Source LLC  
Contractor's Name (Print Name) Rudy Blanco  
Contractor's Signature   
Contractor's Address 7087 Valhalla Ranch Dr Perry FL 32348  
Contractor's License # CRC 1329452  
Contractor's Phone Number (850) 672-0706  
Contractor's E-Mail Address RudyBlanco@yphoo.com

Owner Signature

Co-Owner Signature

Contractor's Signature

Taylor County Hazard Mitigation Grant Program Bid Form

Page 3 of 3



*7087 Valhalla Ranch Dr.  
Perry, Florida. 32348*

*Phone (850) 672-0706  
Fax (850) 223-3121*

*Residential Contractor  
LIC # CRC 1329452*

***Rudyblanco@yahoo.com***

Mr. John Morris &  
Mrs. Charlotte Clark  
220 Sandpiper rd  
Cedar Island.  
Perry Fl, 32348  
706-575-7003  
850-295-9148

August 1, 2018

Page # 1

Cedar Island Beach Home Structure Elevation

Scope of work : \*Consult with Architect, Engineer, surveyor and county permit Office to acquire all necessary elevation plans, permits and Certificates for the structure to be lifted 23 feet above sea level. Base Flood elevation bench mark and elevation certificate Are Attached to Estimate as stated by the codes for the area of Cedar island in taylor county where work is to be performed. Remove all debris in the way for new pad and columns to be Installed. Lift structure to new height and attached to new Columns as stated by the plans on site.

\$62,867.96

- \*Removal of slab under structure and haul away.
- \*Removal of utility room and haul away.
- \*Removal of three sets of steps, close up opening to secure the opening of Handrails.

\$ 5,737.68

Utilities:

Disconnect: \* All utilities Electrical, Plumbing, HVAC, Cable, Phone and A/C Compressor

Reconnect: \* All utilities Electrical, Plumbing, HVAC, Cable, Phone and A/C to new Current codes and raise compressor and all ducts Work above finish elevation height.

\$6,738.54

Steps: \* Fabricate one set of steps to new codes with one landing to connect with New location finish floor at owner request for location.

\$2,148.67

Repairs: \*If any repairs arise as structure is in its resting point due to lifting of The Property pictures and or videos will be taken and a change order will Be submitted as to what will need to be repaired and at the cost of labor Of \$65.00 an hour and cost of materials.

Clean up:\*All debris will be hauled away by contractor on a timely mater and all Jobsite will be completely clean of all debris by completion date of job.

Total job cost      \$ 77,492.85

Received by X *J. Murin* Check# \_\_\_\_\_ Cash X \_\_\_\_\_

Thank you for your business.

# M.H. RATLIFF

REGISTERED LAND SURVEYOR

2998 GOLF COURSE ROAD . PERRY, FLORIDA 32348

Office (850) 584-7070

Fax (850) 584-7070

APRIL 19, 2017

TO: JOHN MORRIS

SUBJECT: BENCHMARK ON PARCEL #7015-100

TWO BENCHMARKS HAVE BEEN ESTABLISHED ON PARCEL #7015-100 (CEDAR ISLAND). THE BENCHMARKS ARE 40 PENNY NAILS SET AT 7.00 FEET (1988 DATUM) AND ARE IN AN 8" AND 12" INCH CABBAGE PALMS LOCATED ON THE NORTHEASTERLY SIDE OF RESIDENCE.

220<sup>N</sup> 94<sup>N</sup> 11<sup>10</sup>

  
M.H. RATLIFF  
REGISTERED LAND SURVEYOR  
F.R.C. #2216  
2998 GOLF COURSE ROAD  
PERRY, FLORIDA 32348  
850-584-7070

CHARLOTTE  
7058



**TAYLOR COUNTY  
BUILDING & PLANNING DEPARTMENT**

July 6, 2018

Property Owner: JOHN E MORRIS

Address: 220 N SANDPIPER RD

Mailing Address: P O BOX 479, PERRY, FL 32348

Section: 01 Township: 08 Range: 07 Parcel #: 07015-100

Locality: BEACH'S Access Road: Local

Flood Zone: VE B. F. E.: 21 Map #: 12123C0579D

Required elevation 22 feet above sea level with benchmark and elevation certificate from licensed surveyor.

FEMA Community Number: 120302

0.95 Acre(s) LEG 0000.80 ACRES CEDAR ISLAND URS COM NW COR CEDAR ISLAND BAHIA UNIT  
N78DW 204.70 FT N11DE 40 FTN11DE

Land Use Classification: MIXED USE - URBAN DEVELOPMENT

Residential Density: 2 UNITS/ 1 ACRE

With Public Water: 1 Dwelling Unit Per 1/4 Acre

With Public Water and Sewer: 8 Dwelling Unit Per 1 Acre

Setbacks (property line): Front: 30 Side: 10 Rear: 15

Building & Planning Represent:

9. Densities greater than 8 units per acre must be approved

*W D Griner*

Danny Griner

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**



THE BOARD TO APPROVE THE SHERIFF'S OFFICE REQUEST FOR THE LOCAL MATCH FOR EMERGENCY MANAGEMENT GRANTS FOR EMPG/EMPA.

**MEETING DATE REQUESTED:**

AUGUST 21, 2018

**Statement of Issue:** BOARD TO APPROVE LOCAL MATCH AMOUNT FOR EMERGENCY MANAGEMENT EMPA/EMPG GRANTS. A LOCAL MATCH IS REQUIRED TO RECEIVE THESE GRANTS.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$37,545.00

**Budgeted Expense:** \_\_\_\_\_

**Submitted By:** CHUCK MINCY, CHIEF DEPUTY/EM DIRECTOR, KRISTY ANDERSON, EM DEPUTY DIRECTOR

**Contact:** EMERGENCY MANAGEMENT - 838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**


**History, Facts & Issues:** THE EMPG/EMPA FUNDS RECEIVED FROM THE STATE MAKE UP 87% OF THE EM DEPARTMENTS OPERATIONAL BUDGET. THE FUNDS ARE 100% REIMBURSABLE AS LONG AS THE LOCAL MATCH IS MAINTAINED.

- Options:**
1. APPROVE
  2. NOT APPROVE

**Attachments:**

1. THE BOARD TO MAINTAIN THE LOCAL MATCH FOR THE 18/19 EMPA/EMPG GRANTS.



<b>TAYLOR COUNTY BOARD OF COMMISSIONERS</b>	
<i>County Commission Agenda Item</i>	
<b>SUBJECT/TITLE:</b>	<b>BIG BEND WATER AUTHORITY</b> P O BOX 670 1313 1 <sup>ST</sup> AVE SE STEINHATCHEE, FL 32359 352-498-3576 352-498-3624 FAX bbwa@bellsouth.net
	
<b>MEETING DATE REQUESTED:</b>	<b>AUGUST 6, 2018 6:00 P.M.</b>

**Statement of Issue:**

**Recommended Action:** Approve BBWA 2018-2019 Final Budget with Fees & Charges for Services Rendered

**Fiscal Impact:** 2018-2019

**Budgeted Expense:**

**Submitted By:** MARK REBLIN, GENERAL MANAGER  
352-356-1342

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** SEE ATTACHMENTS- (RESOLUTION 2018-02, 2018-2019 FINAL BUDGET, SCHEDULE OF FEES & CHARGES FOR SERVICES RENDERED.

**Options:**

**Attachments:** Audit

**FINAL BUDGET  
2018-2019**

	A	B	C
1		<b>CURRENT BUDGET</b>	<b>FINAL BUDGET</b>
2		<b>2017-2018</b>	<b>2018-2019</b>
3	Water - Residential	\$ 682,587.00	\$ 750,846.00
4	Water - Commerical	\$ 74,283.00	\$ 81,711.00
5	WW - Residential	\$ 231,363.00	\$ 254,499.00
6	WW - Commerical	\$ 24,491.00	\$ 45,000.00
7	Non / Payment Fees	\$ 2,100.00	\$ -
8	Late Fees (W)	\$ 5,250.00	\$ 9,188.00
9	late Fees (W W)	\$ 315.00	\$ 1,260.00
10	New Installation (W)	\$ 5,200.00	\$ 10,400.00
11	New Installation (WW)	\$ 39,000.00	\$ 78,000.00
12	Pipeline Reserve	\$ 17,200.00	\$ 34,000.00
13	AMR	\$ 3,200.00	\$ 6,400.00
14	Reconnects	\$ 18,000.00	\$ 21,600.00
15	Upgrade Water meter		
16	<b>TOTAL CHARGES FOR SERVICES</b>	\$ 1,102,989.00	\$ 1,292,904.00
17			
18	<b>NSF FEES</b>	\$ 263.00	\$ 263.00
19	<b>Credit Card Fees</b>	\$ 1,050.00	\$ 1,838.00
20	<b>Interest Income</b>	\$ 788.00	\$ 1,000.00
21	<b>Miscellaneous Income</b>	\$ 2,625.00	\$ 2,625.00
22			
23	<b>TOTAL OTHER OPERATING REVENUE</b>	\$ 4,726.00	\$ 5,726.00
24			
25			
26			
27			
28	<b>TOTAL OPERATING REVENUE</b>	\$ 1,107,715.00	\$ 1,298,630.00
29			
30	<b>"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."</b>		
31			
32			

**FINAL BUDGET  
2018-2019**

	A	B	C
33			
34		<b>CURRENT BUDGET</b>	<b>FINAL BUDGET</b>
35		<b>2017-2018</b>	<b>2018-2019</b>
36	<b>PERSONAL SERVICES</b>		
37	Salary - General Manager	\$ 60,900.00	\$ 71,500.00
38	Salary - Accounting	\$ 44,100.00	\$ 48,510.00
39	Salary - Clerical	\$ 26,250.00	\$ 28,875.00
40	Salary - Operators	\$ 75,600.00	\$ 83,160.00
41	Salary - Field	\$ 60,900.00	\$ 67,000.00
42	Salary - Overtime/ etc	\$ 8,400.00	\$ 8,400.00
43	Gen Manager Travel		\$ 8,580.00
44	FICA Taxes	\$ 21,125.00	\$ 24,176.00
45	State Unemployment Taxes	\$ 3,493.00	\$ 3,668.00
46	Workers Comp Insurance	\$ 10,500.00	\$ 11,025.00
47	Employee Health & Life	\$ 40,320.00	\$ 44,352.00
48	Retirement	\$ 20,766.00	\$ 24,350.00
49	<b>TOTAL PERSONAL SERVICES</b>	\$ 372,354.00	\$ 423,596.00
50			
51	<b>DIRECT OPERATING EXPENSE</b>		
52	Plant Chemicals (W)	\$ 26,250.00	\$ 23,500.00
53	Plant Chemicals (WW)	\$ 10,500.00	\$ 4,165.00
54	Plant Supplies	\$ 8,400.00	\$ 4,000.00
55	Repair/Maintenance Plant (W)	\$ 50,000.00	\$ 40,000.00
56	Repair/Maintenance Plant (WW)	\$ 50,000.00	\$ 40,000.00
57	Capital Improve-Water/Wastewater-Contract	\$ -	\$ 50,000.00
58	Utilities - Plant	\$ 38,850.00	\$ 42,735.00
59	Utilities - Waste Water Plant	\$ 13,650.00	\$ 15,015.00
60	Utilities - Lift Stations	\$ 8,400.00	\$ 9,240.00
61	Water / Sewer Testing	\$ 14,700.00	\$ 14,170.00
62	<b>TOTAL DIRECT OPERATING EXPENSE</b>	\$ 220,750.00	\$ 242,825.00
63			
64		<b>CURRENT BUDGET</b>	<b>FINAL BUDGET</b>
65		<b>2017-2018</b>	<b>2018-2019</b>

**FINAL BUDGET  
2018-2019**

	A	B	C
66	<b>INDIRECT OPERATING EXPENSE</b>		
67	Advertising	\$ 1,575.00	\$ 1,575.00
68	Audit	\$ 23,100.00	\$ 25,410.00
69	Legal	\$ 21,600.00	\$ 23,760.00
70	Bad Debt / Write off Uncollectible)	\$ 2,100.00	\$ 2,310.00
71	Auto	\$ 8,925.00	\$ 9,818.00
72	Bank Service Charges	\$ 420.00	\$ 420.00
73	Computer Support	\$ 6,825.00	\$ 6,825.00
74	Credit Card Services	\$ 4,200.00	\$ 6,300.00
75	Dues & Subscriptions	\$ 210.00	\$ 210.00
76	Contract Labor - WP/WWP Part Time help	\$ -	\$ 12,000.00
77	Education		\$ 100.00
78	Garbage Collection	\$ 973.00	\$ 1,100.00
79	Generator Diesel	\$ 2,100.00	\$ 2,310.00
80	General Liability Insurance	\$ 47,250.00	\$ 47,250.00
81	Office/Computer Supplies	\$ 3,150.00	\$ 5,085.00
82	Computer Supplies	\$ 2,625.00	\$ -
83	License/Fees	\$ 525.00	\$ 1,000.00
84	Photocopy	\$ 3,150.00	\$ 3,465.00
85	Postage	\$ 7,875.00	\$ 7,875.00
86	Telephone	\$ 5,250.00	\$ 5,775.00
87	Cell	\$ 2,625.00	\$ 2,625.00
88	Utility Locate	\$ 525.00	\$ 578.00
89	Travel	\$ 1,050.00	\$ 1,155.00
90	Miscellaneous	\$ 1,050.00	\$ 1,155.00
91			
92	<b>TOTAL INDIRECT OPERATING EXPENSE</b>	\$ 147,103.00	\$ 168,101.00
93			
94	<b>TOTAL OPERATING EXPENSE</b>	\$ 740,207.00	\$ 834,522.00
95			
96	<b>OPERATING INCOME/LOSS</b>	\$ 367,508.00	\$ 464,108.00
97		<b>CURRENT BUDGET</b>	<b>FINAL BUDGET</b>
98		<b>2017-2018</b>	<b>2018-2019</b>

**FINAL BUDGET  
2018-2019**

	A	B	C
99	<b>NON/OPERATING INCOME &amp; EXPENSE</b>		
100	Accrual Interest	\$ (75,000.00)	\$ (75,000.00)
101	Grant Income		
102	Capital Improvement Water		
103	Capital Improvement WW Existing Line		
104	Grant Expense		
105	Note Principal Reduction	\$ (143,518.00)	\$ (108,234.00)
106	Service Fees		
107	<b>TOTAL NON/OPERATING EXPENSE</b>	\$ (218,518.00)	\$ (183,234.00)
108			
109			
110			
111	<b>CASH TO ACCRUAL ADJUSTMENT</b>		
112	Depreciation Expense Water	\$ (141,726.00)	\$ (233,465.00)
113	Depreciation Expense WasteWater	\$ (150,782.00)	\$ (155,643.00)
114	Principal Reduction	\$ 143,518.00	\$ 108,234.00
115			
116	<b>TOTAL ACCRUAL ADJUSTMENT</b>	\$ (148,990.00)	\$ (280,874.00)
117			
118			
119	<b>TOTAL GAIN/LOSS</b>	-	-
120			
121			
122	<b>"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."</b>		

**BIG BEND WATER AUTHORITY  
P O BOX 670, 1313 1<sup>ST</sup> AVE SE  
STEINHATCHEE, FL 32359**

**SCHEDULE OF FEES & CHARGES FOR SERVICES RENDERED  
REVISED & EFFECTIVE OCTOBER 1, 2018**

**WATER METER - NEW INSTALLATION - CONNECTION FEES:**

- **COMMERCIAL- WATER ACCOUNT: \$1600.00 (INC. BFP) BASED ON 5/8" METER. 1" OR ABOVE UPGRADE TO BE DETERMINED BASED ON COST OF MATERIALS. (INC. DOUBLE CHECK VALVE)**
- **SINGLE FAMILY HOME - WATER ACCOUNT: \$1600.00 (INC. BFP) BASED ON 5/8" METER. UPGRADE TO 1" OR ABOVE TO BE DETERMINED BY BASED ON COST OF MATERIALS (INC. DOUBLE CHECK VALVE).**
- **RECREATIONAL VEHICLE PARK: \$480.00 PER R/V SITE PLUS:**
  - CONNECTION AGREEMENT REQUIRED WITH AUTHORITY
  - DEVELOPER PAYS ALL COSTS FOR WATER INFRASTRUCTURE FROM MASTER METER TO R/V SITES.
  - ALL INFRASTRUCTURE TO BE DESIGNED TO AUTHORITY SPECIFICATIONS.
  - ALL INFRASTRUCTURE TO BE DEDICATED TO AUTHORITY PER CONNECTION AGREEMENT. INFRASTRUCTURE SUBJECT TO INSPECTION AND APPROVAL BY AUTHORITY PRIOR TO ACCEPTANCE.
  - MASTER METER REQUIRED AND SIZED PER CONNECTION AGREEMENT.
- **NEW SUBDIVISION –\$1600.00 PER HOUSE PLUS:**
  - CONNECTION AGREEMENT REQUIRED WITH AUTHORITY
  - DEVELOPER PAYS ALL COSTS FOR WATER INFRASTRUCTURE FOR SUBDIVISION.
  - INDIVIDUAL METERS REQUIRED FOR ALL HOMES.

- ALL INFRASTRUCTURE TO BE DESIGNED TO AUTHORITY SPECIFICATIONS.
- ALL INFRASTRUCTURE TO BE DEDICATED TO AUTHORITY PER CONNECTION AGREEMENT. INFRASTRUCTURE SUBJECT TO INSPECTION AND APPROVAL BY AUTHORITY PRIOR TO ACCEPTANCE.
- AUTHORITY, AT ITS SOLE DISCRETION, MAY REQUIRE MASTER METER FOR NEW SUBDIVISION IN ADDITION TO INDIVIDUAL METERS.

**SEWER - NEW INSTALLATION - CONNECTION FEES:**

- **COMMERCIAL – SINGLE STATION SEWER ACCOUNT: \$6500.00, ADDITIONAL COST MAY BE REQUIRED DUE TO DISTANCE TO FORCE MAIN.**
- **COMMERCIAL – DUAL STATION SEWER ACCOUNT: \$20,000.00, ADDITIONAL COST MAY BE REQUIRED DUE TO DISTANCE TO FORCE MAIN.**
- **RESIDENTIAL – SINGLE FAMILY HOME - SEWER ACCOUNT: \$6500.00, ADDITIONAL COST MAY BE REQUIRED DUE TO DISTANCE TO FORCE MAIN.**
- **RECREATIONAL VEHICLE PARK: \$750.00 PER R/V SITE PLUS:**
  - CONNECTION AGREEMENT REQUIRED WITH AUTHORITY
  - DEVELOPER PAYS ALL COSTS FOR WASTEWATER INFRASTRUCTURE INCLUDING COLLECTION SYSTEM, (COMMON LIFT STATION), AND EXTENSION TO EXISTING FORCE MAIN.
  - ALL INFRASTRUCTURE TO BE DESIGNED TO AUTHORITY SPECIFICATIONS.
  - ALL INFRASTRUCTURE TO BE DEDICATED TO AUTHORITY PER CONNECTION AGREEMENT. INFRASTRUCTURE SUBJECT TO INSPECTION AND APPROVAL BY AUTHORITY PRIOR TO ACCEPTANCE.
- **NEW SUBDIVISION \$2500.00 – WITH COMMON AREA LIFT STATION- PER HOUSE PLUS:**
- CONNECTION AGREEMENT REQUIRED WITH AUTHORITY

- **DEVELOPER PAYS ALL COSTS FOR WASTEWATER INFRASTRUCTURE INCLUDING COLLECTION SYSTEM, (COMMON LIFT STATION), AND EXTENSION TO EXISTING FORCE MAIN.**
- **ALL INFRASTRUCTURE TO BE DESIGNED TO AUTHORITY SPECIFICATIONS.**
- **ALL INFRASTRUCTURE TO BE DEDICATED TO AUTHORITY PER CONNECTION AGREEMENT. INFRASTRUCTURE SUBJECT TO INSPECTION AND APPROVAL BY AUTHORITY PRIOR TO ACCEPTANCE.**

**RE-READ METER (CUSTOMER REQUESTED): \$25.00 (IF NO ERROR)**

**TEMPORARY TURN ON: \$75.00 PLUS WATER USED**

**LATE PAYMENTS: AFTER 15 DAYS FROM DUE DATE: \$5.00**

- **40 DAYS FROM BILLING DATE LATE: DISCONNECT**

**RECONNECT: LESS THAN 60 DAYS: \$50.00**

**MORE THAN 60 DAYS: \$150.00**

**NSF CHECKS: \$25.00**

- **AFTER SECOND OFFENSE: CASH OR MONEY ORDER ONLY**

**DEPOSIT – WATER (RESIDENTIAL): \$50.00 SEWER (RESIDENTIAL): \$50.00**

**DEPOSIT – SEWER (COMMERCIAL): \$250.00 SEWER (COMMERICAL): \$250.00**

**TRANSFER/SERVICE FEE: \$150.00 (NON-REFUNDABLE) WHEN OWNERSHIP OF PROPERTY HAS CHANGED**

**IRRIGATION METERS: \$ 525.00 PLUS \$ 50.00 DEPOSIT PLUS: CUSTOMER MUST HAVE AN ACTIVE WATER METER.WILL BE BILLED SEPARATELY FROM OTHER ACCOUNT/ACCOUNTS. THE MINIMUM MONTHLY BILL WOULD BE \$31.75.**

**BACKFLOW PREVENTERS – BASIC: \$25.00**

**5/8 ”: STANDARD AND INCL. IN THE CONNECTION FEE**

**1”: ADDITIONAL \$25.00, 1” TESTABLE: ADDITIONAL \$80.00**

**LARGER THAN 1”: BY QUOTE ONLY**



**NON-STANDARD INSTALLATION: RATES MAY VARY DUE TO MATERIAL COSTS**

**1" PIPE: \$1.50 PER FOOT**

**2" PIPE: \$3.00 PER FOOT**

**TRENCHING: \$50.00 PER HR**

**LABOR: \$55.00 PER HR (PER PERSON)**

**RESOLUTION 2018-02**

**BEFORE THE BIG BEND WATER AUTHORITY**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BIG BEND WATER AUTHORITY RATIFYING THE ADOPTION OF THE FINAL BUDGET FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 189.016(3), Florida Statutes, each year the Big Bend Water Authority ("Authority") is required to adopt by resolution a budget to regulate Authority expenditures that, at a minimum, shows for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit that are at least at the level of detail required for the annual financial report required by Florida law; and

**WHEREAS**, on June 26, 2018, the General Manager prepared and delivered to the Board of Directors ("Board") a balanced proposed budget for the Authority covering its proposed operating and financial requirements for Fiscal Year 2018-2019; and

**WHEREAS**, in accordance with Section 2.09.A. of the First Amended and Restated Interlocal Agreement Relating to Establishment of the Big Bend Water Authority ("Interlocal Agreement"), the proposed budget identified the rates for which water will be sold and wastewater treated during Fiscal Year 2018-2019 and specifically stated if the identified rate constituted a change from existing rates; and

**WHEREAS**, the Board published a notice of its intention to adopt the budget for Fiscal Year 2018-2019 and provided a copy of the notice and proposed budget to each Authority Member as defined in the Interlocal Agreement on or before the first publication date, in accordance with Section 2.09.B. of the Interlocal Agreement; and

**WHEREAS**, in accordance with Section 2.09.C. of the Interlocal Agreement, the Board set July 24, 2018, as the date of a public hearing to consider adoption of the final budget for Fiscal Year 2018-2019; and

**WHEREAS**, the proposed budget was posted on the Authority's official website at least two days before the public hearing, in accordance with Section 189.016(4), Florida Statutes; and

**WHEREAS**, on July 24, 2018, subsequent to the public hearing to consider the final budget, the Board held its regularly scheduled monthly public meeting and approved the Fiscal Year 2018-2019 budget; and

**NOW, THEREFORE**, be it resolved by the Board of Directors of the Big Bend Water Authority as follows:

**SECTION 1.** The above recitals are true and correct and incorporated herein by reference.

**SECTION 2. BUDGET.**

- a. That the Board of Directors has reviewed the proposed budget, a copy of which is on file in the office of the Big Bend Water Authority.
- b. That the adopted final budget shall be the operating and fiscal guide for the Authority for Fiscal Year 2018-2019 and is attached hereto as **Exhibit "A"** and incorporated herein by reference. The Board may, from time to time, amend the budget at any regular or special meeting in accordance with Section 189.016, Florida Statutes; provided, however, that prior to approving any budget amendment that increases the total budget for Fiscal Year 2018-2019 (other than a budget amendment appropriating grant funds or the proceeds of obligations), the Board shall provide notice and conduct an additional public hearing in the manner described in Section 2.09 of the Interlocal Agreement.
- c. That the adopted final budget shall be maintained in the office of the Big Bend Water Authority and identified as "The Budget for Big Bend Water Authority for the Fiscal Year Ending September 30, 2019, as Adopted by the Board of Directors on July 24, 2018."

**SECTION 3.** This resolution shall take effect immediately upon its adoption.

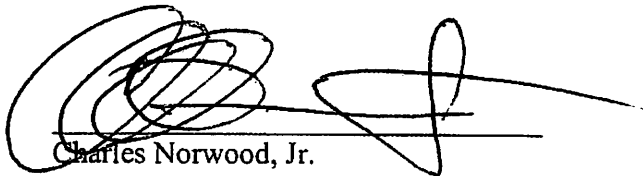
**APPROVED AND ADOPTED** this 24th day of July, 2018.

**ATTEST:**

**BOARD OF DIRECTORS OF THE  
BIG BEND WATER AUTHORITY**



Cynthia A. Wood  
Clerk



Charles Norwood, Jr.  
Chairman

**EXHIBIT A**

**The Budget for Big Bend Water Authority  
for the Fiscal Year Ending September 30, 2019,  
as Adopted by the Board of Directors on July 24, 2018.**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve Grant Agreement with the Federal Aviation Administration (FAA) for the Upgrade Airfield Lighting project at Perry Foley Airport.

**MEETING DATE REQUESTED:**

August 21, 2018

**Statement of Issue:** Board to review and approve the Grant Agreement with FAA in the amount of \$384,100 for the Upgrade Airfield Lighting project at Perry Foley Airport.

**Recommended Action:** Approve Grant Agreement

**Fiscal Impact:** The project has an estimated cost of \$435,969. As part of the land release agreement with FAA, the County will be required to contribute \$8,743. The remainder of the project cost will be funded with a FDOT Aviation grant which has been received and executed in the amount of \$43,126.

**Budgeted Expense:** Y/N The County will be required to provide a match of \$8,743 and a budget request in this amount was submitted 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 Board approved the Pre-Application to FAA on November 6, 2017 and received bids and awarded the construction contract to TCA Electrical Contractors, Inc. on July 2, 2018 contingent on receiving FAA grant funding.**

**Attachments: Grant Agreement No. 3-12-0064-015-2018.**



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I—OFFER

Date of Offer	August 3, 2018
Airport/Planning Area	Perry-Foley
AIP Grant Number	3-12-0064-015-2018
DUNS Number	809397102

TO: Taylor County Board of County Commissioners  
(herein called the "Sponsor")

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 2, 2018, for a grant of Federal funds for a project at or associated with the Perry-Foley Airport, which is included as part of this Grant Agreement; and

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

Replace Rotating Beacon and Rehabilitate Runway Lighting 18/36

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$384,100.  
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  
  - \$0 for planning
  - \$384,100 airport development
  - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 24, 2018, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the



purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. AIP Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 12, 2018, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**23. Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

Taylor County Board of County  
Commissioners

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

By:

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

Title:

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

By:

\_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

##### **1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>



- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

##### **a. Public Agency Sponsor:**

- <sup>1</sup> It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

##### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. 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.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. 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.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a



manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

**"The (Taylor County Board of County Commissioners), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."**

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA**  
**Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation



NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve the 2018 Perry-Foley Airport Security Plan.

**MEETING DATE REQUESTED:**

August 21, 2018

**Statement of Issue:** Requesting Board to review and approve the 2018 Perry-Foley Airport Security Plan.

**Recommended Action:** Approve Security Plan.

**Fiscal Impact:** The County is required to update the Airport Security Plan and obtain approval from FDOT Aviation Division and the Federal Aviation Administration (FAA) at least once every two years to maintain the airport license and to be eligible for grant funding.

**Budgeted Expense:** Not applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County is required by FDOT Aviation Division and FAA to update the Airport Security Plan at least once every two years. The Security Plan was last updated and approved by the Board in October 2016.

**Attachments:** 2018 Perry-Foley Airport Security Plan

**\*\*THIS IS EXEMPT FROM PUBLIC RECORDS REQUEST PER 331.22**

**Florida Statutes and 119.071 (3) F.S.**

**DO NOT SCAN OR DISTRIBUTE. THIS IS RESTRICTED INFORMATION**

**NOT FOR PUBLIC DISSEMINATION.**

(21)

*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

August 13, 2018

Hon. Annie Mae Murphy  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

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

Mr. Ted Lakey  
County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: Keaton Beach Golf Ordinance Amendment

Dear Annie Mae, Ted and Lawanda:

Please find the amending Ordinance on Golf Carts in Keaton Beach plus a Notice to go in the newspaper.

Please make sure that each Commissioner gets a copy in their drawer.

Let me please know of any additions, deletions and/or corrections.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

Enclosures

**received**  
8/14/18 (Jm)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WHICH AMENDS SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE OF ORDINANCES WHICH EXPANDS THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH FROM SAW GRASS ESTATES TO 100 YARDS NORTH OF THE CORNER STORE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners have received a request to expand the operation of golf carts in the Keaton Beach area and the Board having found it to be in the interest of the citizens of the beach area of Taylor County to expand the limit of golf cart operation at Keaton Beach from Saw Grass Estates to 100 yards North of the Corner Store.

**THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:**

**Section 1.** Section 74-4(3)(c) is amended to read that a golf cart may be operated at Keaton Beach "from Saw Grass Estates to 100 yards North of the Corner Store".

**Section 2. Severability.** If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

**Section 3. 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

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 Section 74-4(3)(c) of the Taylor County Code of Ordinances which expands the limits of Golf Cart Operation at Keaton Beach, 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 on \_\_\_\_\_, 2018, at \_\_\_\_\_.

The title of the proposed ordinance is:

**AN ORDINANCE OF THE TAYLOR COUNTY BOARD  
OF COUNTY COMMISSIONERS WHICH AMENDS  
SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE  
OF ORDINANCES WHICH EXPANDS THE LIMITS OF  
GOLF CART OPERATION AT KEATON BEACH FROM  
SAW GRASS ESTATES TO 100 YARDS NORTH OF THE  
CORNER STORE; PROVIDING FOR SEVERABILITY  
AND PROVIDING AN EFFECTIVE DATE.**

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

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

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



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*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

July 30, 2018

Hon. Annie Mae Murphy  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

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

Mr. Ted Lakey  
County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: Hampton Springs Park Site (Ordinance and Notice)

Dear Annie Mae, Ted and Lawanda,

Pursuant to the Board's instructions, please find enclosed:

1. A "draft" Ordinance on the Hampton Springs Park site.
2. A Notice to go in the newspaper

Please put a copy of this letter, Ordinance and Notice in each Commissioner's drawer.

If you have any additions, deletions and/or corrections, please let me know.

Also, the Board needs to review this and then decide if and when they want to advertise it for public hearing.

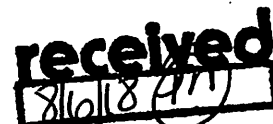
Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

enclosures



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, PROVIDING FOR DEFINITIONS, CREATING RULES AND REGULATIONS FOR SPECIFICALLY THE HAMPTON SPRINGS PARK SITE IN TAYLOR COUNTY, FLORIDA; PROVIDING FOR PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Taylor County, Florida, find it necessary to set rules and regulations for specifically the use of the Hampton Springs park site in Taylor County, Florida.

**WHEREAS**, the Board has determined that this Ordinance should be added to Chapter 54 of the Taylor County Code of Ordinances.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT THIS ORDINANCE IS ADDED TO CHAPTER 54 OF THE TAYLOR COUNTY CODE OF ORDINANCES.**

**Section 1. Definitions**

A. Hampton Springs Park site located in Taylor County, Florida

B. The address of the Hampton Springs Park site is as follows:\_\_\_\_\_.

**Section 2. Prohibited Activities at the Hampton Springs Park site.**

No person in or utilizing the Hampton Springs Park site shall:

- a. Mark, damage or remove any building structure, benches, signs or other similar apparatus or equipment unless authorized to do so in writing by the County Administrator.
- b. Dig, disfigure or remove any soil or vegetation or any excavation from the Hampton Springs Park site.

- c. Construct any building or structure or signs unless authorized to do so in writing by the County Administrator or his or her designee.
- d. Throw away or leave refuse or trash except in waste receptacles placed by the County or its authorized agent.
- e. Damage, cut, carve, transplant or remove any tree or plant.
- f. Attempts to kill, injure, remove or unnecessarily disturb fish, turtles, alligators, water fowl, birds, deer, or any wildlife created within the park is prohibited.
- g. Climbing trees, fences, bridge railings, and the former boat launch concrete walls is prohibited.
- h. Jumping off of or swinging off of the embankment at the creek is prohibited.
- i. Vandalism, defacement or removal of any historical infrastructure, including signs is prohibited.

### **Section 3. Fires and Fireworks Prohibited**

- a. No person shall build or attempt to build a fire in the Hampton Springs Park site without the written authority of the County Administrator and then only after obtaining any permits required from the County Fire Department.
- b. No person shall bring or have in their possession or set off or otherwise cause to explode, discharge or burn any firecrackers, torpedoes, rockets or other fireworks or explosives, in or from the Hampton Springs Park site, unless authorized to do so by the Board of County Commissioners of the County and have written authority to proceed from the County Administrator, and then only after obtaining any permit required by the County.

### **Section 4. Camping Prohibited**

No person shall set up any tent, shack or any other temporary shelter for the purpose of overnight camping on the Hampton Springs Park site. Any moveable structure or special vehicle to be used or that could be used for such purpose, such as a home trailer, camp trailer, camp wagon or

recreational vehicle, shall not be used for overnight stay unless authorized to do so and have written authority from the County Administrator.

#### **Section 5. Disorderly Conduct Prohibited**

No person shall engage in loud, boisterous, threatening, abusive, or indecent language, or engage in disorderly conduct or behavior constituting a breach of the peace on the Hampton Springs Park site.

#### **Section 6. Alcoholic Beverages Prohibited**

No person shall have or possess any alcoholic beverage on the Hampton Springs Park site.

#### **Section 7. Prohibition of Tobacco Products**

The Hampton Springs park site is designated by the Board of County Commissioners to be "Tobacco Free". It is prohibited for any person to use any tobacco product within any designated facility at the Hampton Springs park site. Tobacco products include, but are not limited to, cigarettes, cigars, pipes, chewing tobacco and snuff.

#### **Section 8. Littering Prohibited**

No person shall cause or permit any litter, debris, refuse, garbage, human or animal excrement, animal or fish bodies or parts to be cast or deposited upon the Hampton Springs Park site.

#### **Section 9. Dogs**

Dogs are to remain on a leash at all times within the Hampton Springs Park site.

#### **Section 10. Children**

Children under 10 years of age must be accompanied by an adult at all times.

#### **Section 11. ATV's**

All terrain vehicles are prohibited on the Hampton Springs Park site.

## **Section 12. Hours of operation**

The hours of operation of the Hampton Springs Park site shall be open to the general public each day from sunrise to sunset unless otherwise approved by the County Administrator or his/her designee. Any person not authorized to be on the Hampton Springs park site while it is closed shall be in violation of this Ordinance and Chapter. The County Administrator may extend the hours of operation for special events as coordinated appropriately.

## **Section 13. Use of Hampton Springs Park site**

The County retains the right at all times to make individual decisions regarding the use of the Hampton Springs Park site.

## **Section 14. Fees for Use of Hampton Springs Park site**

- a. The Board of County Commissioners of Taylor County, Florida in an effort to lessen the burden of property taxes and to fairly distribute the cost of maintaining the Hampton Springs Park site will determine the appropriateness of utilizing parking fees and user fees.
- b. Said above fees shall be established by resolution of the Board of County Commissioners.
- c. Fees must be paid not later than three days in advance of the event.

## **Section 15. Penalties**

Any person who violates any provision of this Ordinance is guilty of a civil infraction which carries a fine up to \$500.00. A second violation of this Ordinance shall be guilty of a misdemeanor of the second degree and punishable pursuant to Florida Law.

## **Section 16. Severability**

If any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then all of the remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 17. Effective Date**

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

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

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 creating rules and regulations for the Hampton Springs Park site, 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 on \_\_\_\_\_, 2018, at \_\_\_\_\_. The title of the proposed ordinance is:

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA,  
PROVIDING FOR DEFINITIONS, CREATING RULES  
AND REGULATIONS FOR SPECIFICALLY THE  
HAMPTON SPRINGS PARK SITE IN TAYLOR  
COUNTY, FLORIDA; PROVIDING FOR PENALTIES  
FOR VIOLATION; PROVIDING FOR SEVERABILITY  
AND FOR AN EFFECTIVE DATE.**

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

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

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

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF RESOLUTION URGING ALL VOTERS TO VOTE "YES" ON THE AUGUST 28<sup>TH</sup> BALLOT REFERENDUM TO ALLOW THE ABILITY TO CONTINUE TO OFFER TAX ABATEMENTS TO NEW OR EXPANDING BUSINESSES THAT WILL ENCOURAGE JOB CREATION FOR THE COMMUNITY.

MEETING DATE REQUESTED:

AUGUST 21, 2018

Statement of Issue:

RESOLUTION WILL ALLOW THE BOARD OF COUNTY COMMISSIONERS THE ABILITY TO CONTINUE TAX ABATEMENTS FOR QUALIFYING BUSINESSES.

Recommended Action:

Fiscal Impact:

Budgeted Expense: N/A

Submitted By: TED LAKEY, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: APPROVE/NOT APPROVE

Attachments: RESOLUTION



**A RESOLUTION OF THE TAYLOR COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS,  
URGING ALL VOTERS TO VOTE "YES" ON THE AUGUST 28, 2018 BALLOT REFERENDUM TO  
ALLOW THE TAYLOR COUNTY COMMISSION THE ABILITY TO CONTINUE TO OFFER TAX  
ABATEMENTS TO NEW OR EXPANDING BUSINESSES THAT WILL ENCOURAGE JOB CREATION  
FOR THE COMMUNITY.**

**WHEREAS**, the Taylor County Board of County Commissioners is committed to economic development with the investment and creation of jobs in the community that it brings; and

**WHEREAS**, the competition to bring new jobs and investment to communities is extremely competitive nationwide; and

**WHEREAS**, most companies seeking new locations seek and expect incentives in order to locate in a community; and

**WHEREAS**, property tax incentives have a proven track record of success as an economic development incentive; and

**WHEREAS**, every 10 years the community must renew the authorization for the County Commission to be able to offer incentives;

**WHEREAS**, the Board of County Commissioners finds that the continued authorization of these incentives is essential to the future economic health of the community.

**NOW THEREFORE BE IT RESOLVED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:**

The Board of County Commissioners urges all voters to vote "YES" on the August 28, 2018 ballot referendum to allow the ability to offer tax incentives on a case by case basis.

This resolution shall become effective immediately upon its adoption.

**PASSED AND DULY ADOPTED THIS 21<sup>st</sup> day of August, 2018**

**BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY**

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Pam Feagle, Chair

ATTEST:

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Annie Mae Murphy, Clerk of Courts