AMENDED SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

TUESDAY, OCTOBER 18, 2022 9:00 A.M.

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

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

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

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

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

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

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

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

AWARDS/RECOGNITION:

- 4. THE BOARD TO CONSIDER ADOPTION OF PROCLAMATION PROCLAIMING OCTOBER, 2022 AS FLORIDA FOREST FESTIVAL MONTH, AS REQUESTED BY DAWN PEREZ, TDC AND CHAMBER DIRECTOR.
- 4-A. THE BOARD TO CONSIDER ADOPTION OF REOLUTION HONORING RHETT WILLINGHAM.

CONSENT ITEMS:

- 5. EXAMINATION AND APPROVAL OF INVOICES.
- 6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND AND THE AIRPORT FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
- 7. THE BOARD TO CONSIDER APPROVAL OF THE RECEIPT OF FUNDING FROM THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
- 8. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM THE TAYLOR COUNTY SCHOOL DISTRICT TO PERFORM TRACTOR WORK AT THE STEINHATCHEE SCHOOL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 9. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT FOR WILLIE RUSSELL AND LINDA RUSSELL, WHO RECEIVED DEMOLITION AND NEW CONSTRUCTION ASSISTANCE THROUGH THE SHIP PROGRAM IN MAY 2002, AS AGENDAED BY JAMI EVANS, GRANTS COORDINATOR.

- 10. THE BOARD TO CONSIDER APPROVAL OF THE CLOSING OF THE PUBLIC GRANT AGREEMENT FOR CONTRACT NUMBER G2125 WITH FLORIDA DEPARTMENT OF TRANSPORTATION, TO INSTALL NEW PAVEMENT MARKINGS ON RUNWAY 18-36, TAXIWAYS AND APRON AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.
- 11. THE BOARD TO CONSIDER APPROVAL OF TRANSFER FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES CONTRACT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

BIDS/PUBLIC HEARINGS:

12. THE BOARD TO RECEIVE STATEMENTS OF QUALIFICATIONS
(SOQS) FOR TAYLOR COUNTY, FLORIDA, HODGES PARK
REDEVELOPMENT-PROFESSIONAL SURVEYING SERVICES, SET FOR
THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS
POSSIBLE.

PUBLIC REQUESTS

- 13. ERIK BLACK, DISTRICT MANAGER, AND JACK SMITH, TO APPEAR TO PRESENT THE FLORIDA FOREST SERVICE ANNUAL REPORT.
- 14. KAREN SPELL AND STACEY STRINGFELLOW TO APPEAR TO DISCUSS EMS SERVICES CONCERNS.

COUNTY ADMINISTRATOR ITEMS:

- 15. THE BOARD TO CONSIDER APPROVAL OF CONVEYANCE OF PUBLIC PROPERTY FROM FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO TAYLOR COUNTY AND ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 16. THE BOARD TO CONSIDER APPROVAL OF CONVEYANCE OF PUBLIC PROPERTY FROM TAYLOR COUNTY TO FDOT AND ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 17. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO REDUCE THE NUMBER OF TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB) MEMBERS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

- 18. THE BOARD TO CONSIDER APPROVAL OF SETTLEMENT STATEMENT FOR THE PROPERTY SALE TO CYNTHIA COLLINS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 19. THE BOARD TO CONSIDER APPROVAL OF THE SETTLEMENT STATEMENT FOR THE PROPERTY SALE TO JOHN H. WEBB II, AND JERI R. WEBB, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 20. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 21. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
- 22. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Florida Forest Festival Dawn Taylor PO Box 892 Perry, FL 32348

MEETING DATE REQUESTED:

October 18, 2022

Statement of Issue:

Florida Forest Festival

Recommended Action:

County presents proclamation to the Florida Forest Festival Festival Chair, Miss FFF Queen will be in attendance

Fiscal Impact:

Budgeted Expense:

N/A

Submitted By:

Dawn V. Perez, TDC & Chamber Director

Contact:

Dawn V. Perez

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: N/A

Options:

N/A

Attachments:

PROCLAMATION FLORIDA FOREST FESTIVAL

WHEREAS October 2022 marks the 67th Anniversary of the Florida Forest Festival in Taylor County, Florida; and

WHEREAS in 1956, the citizens of Taylor County, Florida decided to stage a countywide Pine Tree Festival: as an educational tool to reduce forest fires that were crippling the County's economic base - the timber industry; and

WHEREAS over the years the Festival grew and accomplished its aim so well that by 1965 Taylor County could boast the lowest fire record in the nation; and

WHEREAS in 1965 Taylor County was the top tree-producing county in the South and then Florida Governor Haydon Bums and the Florida Cabinet proclaimed Taylor County the "Tree Capital of the South" and at the urging of Governor Burns, the Pine Tree Festival became the Florida Forest Festival; and

WHEREAS the goal of the Florida Forest Festival became and remains that of promoting the benefits of "Forestry in Florida; and

WHEREAS special activities have been planned throughout the month of October to celebrate the occasion of this anniversary; and

WHEREAS it is fitting that we should join in the celebration of this anniversary representing more than 65 years of service to the forest industry; and

NOW THEREFORE BE IT RESOLVED that the Taylor County Board of County Commissioners does hereby proclaim the month of October, 2022 as Florida Forest Festival Month.

Done and is ordered this 18th day of October 2022, in Taylor County, Florida

Thomas Demps
Chairperson, Board of County Commissioner
Taylor County, Florida

ATTEST:

Gary Knowles, Clerk Taylor County, Florida

4-A

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

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

POST OFFICE BOX 187 411 N. WASHINGTON STREET PERRY, FLORIDA 32348 IN MEMORIAL OF KATHLEEN MCCARTHY BISHOP 1966-2013 (850) 584-8113 FAX (850) 584-2433

August 29, 2022

VIA E-MAIL

Ms. Lawanda Pemberton County Administrator County Offices 201 E. Green Street Perry, Florida 32347 Hon. Gary Knowles Clerk of Court Post Office Box 620 Perry, Florida 32348

Re: Resolution of Rhett Willingham

Dear LaWanda and Gary:

Enclosed please find a DRAFT Resolution honoring Rhett Willingham.

Please review same and if you have any changes, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

A RESOLUTION HONORING RHETT WILLINGHAM

WHEREAS, on Thursday, June 30, 2022, while scalloping off the coast at Keaton Beach, Taylor County, Florida. 17-year-old Addison Bethea was bitten by a shark estimated to be nine (9) feet in length. The shark was aggressive and attacked Addison several times; and

WHEREAS, her brother, Rhett Willingham, a Firefighter/EMT in Taylor County, was able to physically separate the shark from his sister. Addison survived because of the actions of Rhett Willingham and the help of several local boaters, and

WHEREAS, the Board of County Commissioners wish to honor Rhett Willingham for his swift actions in saving his sister, Addison Bethea.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida to honor Firefighter/EMT, Rhett Willingham.

PASSED AND ADOPTED in Regular Session this 18th. day of October, 2022.

	TAYLOR COUNTY, FLORIDA	
	BY:	
	THOMAS DEMPS, Chairperson	
ATTEST:		
GARY KNOWLES, Clerk		

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RESOLUTION

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, 2023, 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, 2023.

Amount Account Name
Revenue:
\$14,886 001-3347029 FRDAP Grnt-Southside Park

Expenditures:
\$14,886 0448-01-56300 Capital/Infrastructure

Balance of Grant at 2022 FYE not included in the 2023 Budget

SUNGARD PENTAMATION, INC.

DATE: 10/04/2022 TIME: 10:56:55

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE AUDIT TRAIL

PAGE NUMBER: AUDIT21

1

SELECTION CRITERIA: expledgr.key_orgn='0448-01' ACCOUNTING PERIODS: 1/22 THRU 13/22

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

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND. TOTL/DEPT

FUND - 001 - GENERAL FUND

FD/DEPT - 0448-01 - FRDAP GRNT-SOUTHSIDE PARK

ACCOUNT DATE T/C ENCUMBRANC REFERENCE	VENDOR BUDGET	EXPENDITURES	ENCUMBRANCES		UMULATIVE BALANCE
001-570-572-0448-01-0448-01 - FRDAP GRNT-	-SOUTHSIDE PARK				
56300 CAPITAL/INFRASTRUCTURE 10/01/21 11-1	.00 50,000.00	.00		BEGINNING BALANCE POSTED FROM BUDGET	
06/13/22 17-9 20221406-01 06/21/22 17-9 20221462-01	7817 RUBBERCYCLE LLC 6785 MILLINOR MASONRY		2,800.00	PLAYSAFER RUBBER N REMOVAL, REPLACEME	NT, AND
06/24/22 17-9 20221480-01 07/19/22 21-10 20221406-01 68018	7311 SNG PAVEMENT MAR 7817 RUBBERCYCLE LLC	9,862.50	-9,862.50	REPAIR, RECOAT, AN PLAYSAFER RUBBER	WLCH BL
07/20/22 20-10 20221406-01 68018 08/12/22 21-11 20221406-01 68103	7817 RUBBERCYCLE LLC 7817 RUBBERCYCLE LLC	-9,862.50 9,862.50	-9,862.50	PLAYSAFER RUBBER M PLAYSAFER RUBBER M LANDSCAPE WEED BAI	NULCH BL
09/14/22 17-12 20221852-01 09/15/22 18-12 20221852-01	000116 CASHWAY BLDG.PRO 000116 CASHWAY BLDG.PRO	147.00	105.00	CHANGE ORDER - 1	_
10/03/22 21-13 20221852-01 68378 10/03/22 21-13 20221852-01 68378	000116 CASHWAY BLDG.PRO 000116 CASHWAY BLDG.PRO	147.00 105.00	-105.00	LANDSCAPE WEED BAI	RRIER 3F
10/04/22 21-13 20221462-01 10/04/22 21-13 20221480-01	6785 MILLINOR MASONRY 7311 SNG PAVEMENT MAR	.00	-32,000.00	REMOVAL, REPLACEMI REPAIR, RECOAT, A	D STRIP
TOTAL CAPITAL/INFRASTRUCTURE	50,000.00	10,114.50	.00	:	39,885.50
TOTAL TOTL/DEPT - FRDAP GRNT-SOUTHSIDE PA	ARK 50,000.00	10,114.50	.00	:	39,885.50
TOTAL FUND - GENERAL FUND	50,000.00	10,114.50	.00	:	39,885.50
TOTAL REPORT	50,000.00	10,114.50	.00		39,885.50
				- Annual Control of the Control of t	

actual Balance WFYE

^{*} THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

DATE: 10/04/2022 TIME: 10:53:08

TAYLOR COUNTY BOARD OF COMMISSIONERS EXPENDITURE AUDIT TRAIL

PAGE NUMBER: AUDIT21

1

25,000.00

25,000.00

.00

.00

SELECTION CRITERIA: expledgr.key_orgn='0448-01'

ACCOUNTING PERIOD: 1/23

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

TOTALED ON: FUND, TOTL/DEPT

TOTAL FUND - GENERAL FUND

TOTAL REPORT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND - 001 - GENERAL FUND FD/DEPT - 0448-01 - FRDAP GRNT-SOUTHSIDE PARK

CUMULATIVE ACCOUNT **ENCUMBRANCES DESCRIPTION** BALANCE BUDGET **EXPENDITURES** VENDOR DATE T/C ENCUMBRANC REFERENCE 001-570-572-0448-01-0448-01 - FRDAP GRNT-SOUTHSIDE PARK .00 .00 BEGINNING BALANCE 56300 CAPITAL/INFRASTRUCTURE 25,000.00 POSTED FROM BUDGET SYSTEM 10/01/22 11-1 25,000.00 .00 25,000.00 CAPITAL/INFRASTRUCTURE TOTAL 25,000.00 .00 .00 TOTAL TOTL/DEPT - FRDAP GRNT-SOUTHSIDE PARK 25,000.00

25,000.00

25,000.00

ant budgeted @ 10/1/22
need to increase by \$ 14.886.
Dwelch

.00

.00

39,886:00 +

25,000.00 -

0.00

14 . 886 . 00 *

* THERE

ISACTION

001-3347029 FRDAP GRAT-Southside

RESOLUTION

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 AIRPORT FUND for the fiscal period ending September 30, 2023, 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 AIRPORT FUND budget for the fiscal year ending September 30, 2023.

Amount Revenue:
\$1,000,000 003-3344107 FDOT Design/Rehab Apron

Expenditures:
\$ 100,000 0524-01 53401 Contractual Services
\$ 900,000 0524-01 56300 Capital Infrastructure

003-3344107

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT

0524-01

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 04/22

Financial Project N (item-segment-phase-seque		Fund(s):	DPTO	FLAIR Category:	088719	_
441953-1-94-23		Work Activity Code/Function: Federal Number/Federal Award	215	Object Code: Org. Code:	751000 55022020228	-
Contract Number:		Identification Number (FAIN) – Transit only: Federal Award Date:	N/A N/A	Vendor Number:	VF596000879004	•
CFDA Number:	N/A	Agency SAM/UEI Number:	IVA	-		
CFDA Title:	N/A	_ 0,			-	
CSFA Number:	55.004					
CSFA Title:	Aviation G	rant Program				•

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into , by and between the State of Florida, Department of Transportation, ("Department"), and <u>Taylor County</u>, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

- 1. Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department's participation in Perry-Foley Airport Design & Rehab Apron. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656., as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - Aviation
 Seaports
 Transit
 Intermodal
 Rail Crossing Closure
 Match to Direct Federal Funding (Aviation or Transit)
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 Other
- 4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:
 - Exhibit A: Project Description and Responsibilities
 Exhibit B: Schedule of Financial Assistance
 *Exhibit B1: Deferred Reimbursement Financial Provisions
 *Exhibit B2: Advance Payment Financial Provisions
 *Exhibit C: Terms and Conditions of Construction
 Exhibit D: Agency Resolution
 Exhibit E: Program Specific Terms and Conditions
 Exhibit F: Contract Payment Requirements
 - *Exhibit G: Audit Requirements for Awards of State Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 04/22

PUBLIC TRANSPORTATION GRANT AGREEMENT

*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance *Additional Exhibit(s):

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

- 5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
- 6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
 - a. _ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

- 7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
 - a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
 - c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
 - e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01 STRATEGIC DEVELOPMENT OGC 04/22

9. Project Cost:

- a. The estimated total cost of the Project is \$1,000,000. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance.
- b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Modifications to the deliverables in Exhibit "A", Project Description and Responsibilities requires a formal written amendment.
- c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit "F", Contract Payment Requirements.
- e. Travel Expenses. The selected provision below is controlling regarding travel expenses:
 - X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of the receipt of funding from the Local Assistance and Tribal Consistency Fund



MEETING DATE REQUESTED: October 18, 2022

Statement of Issue:

To apply for and receive funding allocation for Taylor County

Recommended Action: Approve

Fiscal Impact:

\$100,000 total

Budgeted Expense:

No

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The U.S. Department of Treasure has announced the launch of the Local Assistance and Tribal Consistency Fund, as added by Section 9901 of the American Rescue Plan Act of 2021.

The purpose of these funds is to "serve as a general revenue enhancement program" and to supplement existing federal programs to augment and stabilize revenue for communities.

Recipients may use these funds to, in part:

- Provide for health services, education services, court services, police, fire, emergency medical and other public safety services.
- Capital expenditures on core facilities and equipment.
- Infrastructure investment.
- Long-term economic development activies.
- General government operations.
- Meeting another federal program's non-federal match or cost sharing requirements.

Options:	Approve/Not approve		
Attachments:	U.S. Treasury Guidance Advisory from ARPA Funds consultant		



Payment Schedule

Treasury expects to make two payments to eligible counties. The first payment will be available immediately and will be made to eligible revenue sharing counties on a rolling basis. Treasury expects to make the second payment after the start of calendar year 2023.

To receive payments, eligible revenue sharing county governments must submit their information online through the Treasury Submission Portal, which is available at treasury.gov/LATCF. County governments will be required to complete payment information and sign an award agreement. The award agreement will cover both tranches of payments. After an eligible revenue sharing county government's submission is received, Treasury expects that it 7 will take approximately 4-5 business days for Treasury to review and process the payment. Once the information and documentation submitted is determined to be complete and accurate, the point of contact that an eligible revenue sharing county government designates in its online submission will receive information regarding the timing and amount of the first payment.

The deadline to complete the submission is January 31, 2023, at 11:59 PM AKST. If an eligible revenue sharing county government does not complete its submission by that deadline, the eligible revenue sharing county government will not be eligible to receive any payments under the LATCF.

Treasury may reallocate funds unclaimed by eligible revenue sharing county governments by the deadline noted. Treasury expects that the reallocated funds will be included in the second payment to counties that submitted the requisite information by the deadline.

Eligible Uses

A non-exhaustive list of examples include but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency medical, and other public safety services, utilities or sanitation services, and direct assistance to households (including cash assistance)
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Ineligible Uses

Recipients may not use federal funds to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.



Eligible and Ineligible Costs

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other requirements.

Reporting

All recipients will be responsible for submitting an annual Project and Expenditure report to Treasury, which is expected to require data on obligations and expenditures by category of use and certification that funds have not been used to fund lobbying activities. Treasury will release detailed reporting guidance soon.

Compliance

Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) provides specifically that Treasury may also recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the recipient's total allocation.

*All Funds are available to eligible recipients until fully expended or returned to Treasury



Local Assistance and Tribal Consistency Fund

From the US Department of Treasury

Allocation Methodology

The Act provides that the Secretary shall determine the allocations for eligible revenue sharing counties "taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with September 30, 2021."

Data Sources for Statutory Economic Indicators ("poverty rates, household income, land values, and unemployment rates")

Treasury used data on poverty rates and median household income as published by the Census Bureau at the county level in its Small Area Income and Poverty Estimates (SAIPE) program, last published in December 2021, reflecting data for calendar year 2020. Treasury used data on unemployment rates by county, through 2021, published by the Bureau of Labor Statistics (BLS) Local Area Unemployment Statistics (LAUS) dataset. Given the program's legislative purpose of providing additional funding to counties with federal lands15 and the lack of comprehensive availability of property value data at a county or territorial level, Treasury's allocation uses the amount of acres of federal land constituting entitlement land for the purposes of PILT and acquired or donated federal lands for purposes of the Refuge Revenue Sharing program for fiscal year 2021 in an eligible revenue sharing county.

Data Sources for "Other Economic Indicators"

Treasury incorporated childhood poverty and population into the allocation as "other economic indicators." Childhood poverty, while correlated with overall poverty, provides a distinct measure of economic conditions, given the long-term impact of poverty on children.16Childhood poverty data is available as published by the Census Bureau at the county level in the SAIPE program, last published in December 2021, reflecting data for calendar year 2020. Population is a useful proxy for the size of an economy and the extent of the burden placed on the county government to provide essential services. Population data at the county level is available as published by the Census Bureau via its Subcounty Resident Population Estimates data set.

Allocation Formula

Overall, Treasury's allocation formula is based on the calculation of a county's relative economic condition compared to other eligible revenue sharing counties and its acres of federal land. Allocations are subject to a total maximum of \$6,000,000, a total minimum of \$50,000, as well as a per capita maximum of \$300. This methodology and the above data sources were used to determine allocations for both fiscal years 2022 and 2023.

GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury July 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of the structure and terms of the program, including information about eligible uses of funds, program administration, and other requirements under the LATCF program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive their payments, and further instructions can be found on the Treasury website. There is no pre-approval process for projects funded by the program. Recipients must submit periodic reports to Treasury on their expenditures.

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services – such as health, educational, housing, and public safety services – to their communities with these funds. Recipients may also invest in infrastructure – from roads and bridges to water infrastructure – to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

I. PROGRAMMATIC TERMS OF THE ASSISTANCE

This section describes the programmatic terms of the program, including key information on eligible applicants, allocations, eligible and ineligible uses of funds, eligible and ineligible costs, and the availability of funds. Recipients are subject to the terms of the award agreement that they must enter into in order to receive funding.

A. ELIGIBLE APPLICANTS

The American Rescue Plan identifies eligible revenue sharing counties and eligible Tribal governments as the governments eligible to request payment of their allocation of the program and defines eligibility as follows:

- An eligible revenue sharing county is a county, parish, or borough that is independent of any other unit of local government; and that, as determined by the Secretary of the Treasury, is the principal provider of government services for the area within its jurisdiction; and for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program. In addition, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands are eligible revenue sharing counties.
- An eligible Tribal government is the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the American Rescue Plan pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 1531).

B. ALLOCATIONS

Section 605(b) provides for a total of \$2 billion for Treasury to make payments to eligible revenue sharing counties and eligible Tribal governments over fiscal years 2022 and 2023. The provision directs the Secretary to reserve \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates, as well as other economic indicators, over the 20-year period ending with September 30, 2021. Separately, the provision directs the Secretary to reserve \$250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible Tribe.

Eligible Tribal governments may log in to the Treasury Submission Portal to review their specific allocations under the program. Eligible revenue sharing counties may review their allocations on the Treasury website once the \$1.5 billion Local Assistance Fund for eligible revenue sharing counties has been launched.

C. ELIGIBLE AND INELIGIBLE USES OF FUNDS

a) Eligible Uses

Section 605(c) provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdictions' needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. However, the LATCF funds may not be used for lobbying activities.

A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency
 medical, and other public safety services, utilities or sanitation services, and direct
 assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the LATCF except for LATCF-funded construction projects undertaken by the District of Columbia. Further, generally, receipt of LATCF funding does not trigger the National

Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the LATCF, except for LATCF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when LATCF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of

Environmental Policy Act (NEPA),² although recipients must ensure compliance with all applicable federal environmental laws.

b) Ineligible Uses

Recipients may not use federal funds to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.

c) Compliance with financial management, procurement, and conflicts of interest standards

Recipients must expend and account for the LATCF funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to their expenditure of and accounting for their own funds. Treasury will monitor violations of this requirement through reporting and other sources. Recipients should also review the Buy America domestic content procurement preference requirements, below.

D. ELIGIBLE AND INELIGIBLE COSTS

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other requirements.

E. TRANSFERS

Recipients may transfer to and pool LATCF funds with other entities for projects, provided that recipients are able to track use of the funds in line with the reporting and compliance requirements of the LATCF. As an example, neighboring counties may pool funds in order to invest in a regional infrastructure project. Further, recipients may fund a project with both LATCF funds and other sources of funding, provided that the project is an eligible use under each source program and recipients are compliant with all other related statutory and regulatory requirements and policies.

Transfers under this program do not give rise to subrecipient relationships given the purpose of the award. As a result, recipients do not need to comply with subrecipient monitoring or oversight requirements outlined in the Uniform Guidance at 2 C.F.R. § 200.331 through § 200.332. Further, no subrecipient reporting under 2 C.F.R. Part 170 will be required for this program, although

the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects.

² Projects supported with payments from LATCF may still be subject to NEPA review if they are also funded by or otherwise involve actions from other federal programs or agencies.

recipients meeting the applicable thresholds will still be required to report on executive compensation pursuant to 2 C.F.R. Part 170.

F. NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

As a general principle, federal funds that constitute revenue sharing to state and local governments may generally be used to meet the non-federal match or cost-share requirements of another program.³

Given the LATCF's purpose as a general revenue enhancement program and the broad eligible uses of LATCF funds, Treasury has determined that funds available under the LATCF program constitute revenue sharing. Therefore, funds under the program may be used to meet the nonfederal cost-share or matching requirements of other federal programs. Pursuant to 2 C.F.R. § 200.306(b), if funds are legally available to meet the match or cost-share requirements of an agency's federal program, such awarding agency is required to accept such funds for the purpose of that program's match or cost-share requirements except in the circumstances enumerated in that section. If a recipient seeks to use LATCF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of LATCF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the LATCF funds for the match or cost-share requirement. Additional guidance specific to Medicaid and CHIP is forthcoming.

Recipients using LATCF funds to meet non-federal match or cost-share requirements of another federal program must ensure that the costs are eligible costs under the other federal program and are compliant with the statutory, regulatory, and program requirements of the LATCF and the other federal program.

G. AVAILABILITY OF FUNDS

All funds are available to recipients until expended or returned to Treasury.

³ See U.S. Government Accountability Office, *Principles of Federal Appropriations Law, Third Edition, Volume II*, p. 10-99, GAO-06-382SP (February 2006), https://www.gao.gov/assets/gao-06-382Sp.pdf

II. OPERATIONAL TERMS OF THE ASSISTANCE

This section provides a summary of operational terms of the program, including payments, reporting, and compliance. Treasury expects to release reporting and compliance guidance for the LATCF program at a later date.

A. PAYMENTS

Recipients may request payment of their allocation through the Treasury Submission Portal by following the instructions on Treasury's website. Eligible applicants will be required to complete payment information and sign an award agreement. Tribal governments will be required to complete a certification regarding economic conditions.

B. REPORTING

All recipients will be responsible for submitting an annual Project and Expenditure report to Treasury, which is expected to require data on obligations and expenditures by category of use and certification that funds have not been used to fund lobbying activities. Treasury will release detailed reporting guidance soon.

Information provided through annual reporting will be used to facilitate Treasury's compliance review for uses of funds that do not comply with program requirements, as well as to reduce the risk of waste, fraud, and abuse. Any eligible revenue sharing county that is determined to have failed to submit a report may be required to repay to Treasury an amount up to 5 percent of its total allocation, as authorized by Sections 605(d) and (e).

C. OVERSIGHT

Recipients will be subject to audit or review by the Treasury Inspector General and Government Accountability Office. Recipients are subject to the Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

D. COMPLIANCE

a) General

Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) provides specifically that Treasury may also recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the recipient's total allocation.

Any amounts that Treasury has determined to recoup would be subject to generally applicable federal debt collection laws and procedures, including the provisions set forth in Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Parts 900 through 904.

Treasury expects to work with recipients to support the use of LATCF funds and the timely filing of annual reports to Treasury. Treasury may, for example, request additional information and work

with recipients to remedy the failure to timely file a report before initiating the recoupment process. Treasury may pursue additional remedies for noncompliance with applicable law or program requirements in conjunction with, or as an alternative to, recoupment, including imposing conditions on the receipt of additional LATCF funds by the recipient and/or terminating further payments from the LATCF.

b) Recoupment Process

Treasury will monitor recipients' compliance with legislative and program requirements through evaluation of information submitted by recipients through annual reporting as well as other sources. If Treasury identifies an instance of potential non-compliance, Treasury expects to provide the recipient with a notice of the proposed non-compliance. Treasury expects the notice of proposed non-compliance to set forth a process consistent with the award terms and conditions and applicable law. Recipients that receive a final determination of non-compliance from Treasury will be required to repay any amounts in accordance with the process set forth in the final determination of non-compliance.

Treasury retains the discretion to provide additional guidance on the process set forth above in accordance with and as permitted by Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Part 900.

E. APPLICATION OF FEDERAL FINANCIAL ASSISTANCE REQUIREMENTS

The LATCF is considered federal financial assistance and recipients are generally subject to laws and regulations applicable to federal financial assistance.

a) Financial Assistance Award Management Requirements

LATCF recipients are subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms);
- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements. Therefore, capital assets acquired using LATCF funds are not subject to the Uniform Guidance's use and disposition instructions, and program income is income to the recipient government and not subject to program restrictions.

No subrecipient reporting under 2 C.F.R. Part 170 (implementing the Federal Funding Accountability and Transparency Act of 2006) will be required for this program, although recipients meeting the applicable thresholds will still be required to report on executive

compensation pursuant to 2 C.F.R. Part 170. Treasury's regulations at 31 C.F.R. Part 19 (implementing OMB's Guidelines to Agencies on Governmentwide Debarment and Suspension at 2 C.F.R. Part 180) are applicable to the program. Recipients are required to comply with the System for Award Management (SAM) requirements in 2 C.F.R. Part 25.4

There are no matching, level of effort, or earmarking compliance responsibilities associated with the LATCF program.

b) Buy America Domestic Content Procurement Preference

The Build America, Buy America Act establishes domestic content procurement preference requirements for federal financial assistance programs for infrastructure.⁵ These requirements apply to the LATCF. As such, expenditures for iron, steel, manufactured products, and construction materials used in an infrastructure project funded using a LATCF award generally must be produced in the United States. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

Recipients should review the details of these domestic content procurement requirements as provided in the terms and conditions of the LATCF award, which follow the guidance provided by the Office of Management and Budget (OMB).⁶ The definition of infrastructure as provided by the Build America, Buy America Act and OMB guidance is broad and includes the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. An infrastructure project includes the construction, alteration, maintenance, or repair of infrastructure.

Treasury plans to propose a waiver from the Build America, Buy America Act requirements for awards made under the LATCF program. Treasury will post the proposed waiver and its terms, including its duration, on the Treasury website, and will also provide an update after the public comment period has closed. Should a waiver be issued, infrastructure projects undertaken under awards issued after the waiver is effective will not be subject to Build America, Buy America Act requirements.

An eligible Tribal government may request funding and receive an award before a waiver is issued and becomes effective. However, typically, only awards issued after the waiver is issued and becomes effective are excluded from the requirements of the Buy America, Build America Act. If

⁴ 2 C.F.R. Part 25, Subpart C, is inapplicable to this program as transfers under this program do not give rise to subrecipient relationships.

⁵ See section 70914(a) of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (IIJA). The Buy America, Build America Act was included as sections 70901-27 of the IIJA.

⁶ OMB's guidance is provided in OMB Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (April 18, 2022), available at https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf.

a Tribal government receives an award prior to the date any waiver becomes effective, then the award may still be subject to the requirements of the Buy America, Build America Act. Treasury will provide more details on the waiver's effective date on its website.

The Buy America, Build America Act requirements do not apply to expenditures using LATCF funds for infrastructure projects undertaken in response to the COVID-19 public health emergency or in response to or anticipation of other major disasters or emergencies declared by the President under the Stafford Act.⁷ Treasury recognizes that the public health emergency is impacting recipients in different ways and that recipients are impacted by a broad range of other types of major disasters and emergencies declared under the Stafford Act. Accordingly, recipients should make their own determinations as to what infrastructure projects they need to undertake to respond to the COVID-19 public health emergency or other Stafford Act disaster or emergency.

F. COMPLIANCE WITH OTHER APPLICABLE LAWS

Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

⁷ More specifically, as provided in OMB's guidance, the requirements of the Buy America, Build America Act do not apply to expenditures made in anticipation of or in response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. § 5122(1), (2). See OMB Memorandum M-22-11 at 3-4.

III. CONTACT INFORMATION

E-mail correspondence is preferred. Correspondence by mail may be subject to significant delays.

LATCF@treasury.gov

U.S. Department of the Treasury Attn: Local Assistance and Tribal Consistency Fund 1500 Pennsylvania Ave NW Washington, DC 20220

treasury.gov/LATCF

State	Recipient Name	FY22 Allocation	FY23 Allocation
Florida	St. Lucie County	\$50,000.00	\$50,000.00
Florida	Suwannee County	\$50,000.00	\$50,000.00
Florida	Taylor County	\$50,000.00	\$50,000.00
Florida	Volusia County	\$86,504.13	\$86,504.13
Florida	Wakulla County	\$384,543.03	\$384,543.03
Florida	Walton County	\$50,000.00	\$50,000.00
Georgia	Banks County	\$50,000.00	\$50,000.00
Georgia	Bartow County	\$50,000.00	\$50,000.00
Georgia	Burke County	\$50,000.00	\$50,000.00
Georgia	Butts County	\$50,000.00	\$50,000.00
Georgia	Camden County	\$50,000.00	\$50,000.00
Georgia	Catoosa County	\$50,000.00	\$50,000.00
Georgia	Charlton County	\$746,436.71	\$746,436.71
Georgia	Chatham County	\$55,859.08	\$55,859.08
Georgia	Chattooga County	\$61,976.94	\$61,976.94
Georgia	Cherokee County	\$50,000.00	\$50,000.00
Georgia	Clay County	\$60,105.70	\$60,105.70
Georgia	Clinch County	\$130,550.16	\$130,550.16
Georgia	Cobb County	\$50,000.00	\$50,000.00
Georgia	Colquitt County	\$50,000.00	\$50,000.00
Georgia	Columbia County	\$50,000.00	\$50,000.00
Georgia	Dade County	\$50,000.00	\$50,000.00
Georgia	Dawson County	\$50,000.00	\$50,000.00
Georgia	Decatur County	\$82,423.03	\$82,423.03
Georgia	Early County	\$50,000.00	\$50,000.00
Georgia	Effingham County	\$50,000.00	\$50,000.00
Georgia	Elbert County	\$109,664.23	\$109,664.23
Georgia	Emanuel County	\$50,000.00	\$50,000.00
Georgia	Fannin County	\$337,145.08	\$337,145.08
Georgia	Floyd County	\$50,000.00	\$50,000.00
Georgia	Forsyth County	\$50,000.00	\$50,000.00
Georgia	Franklin County	\$50,000.00	\$50,000.00
Georgia	Fulton County	\$50,000.00	\$50,000.00
Georgia	Gilmer County	\$196,836.89	\$196,836.89
Georgia	Glynn County	\$50,000.00	\$50,000.00
Georgia	Gordon County	\$50,000.00	\$50,000.00
Georgia	Greene County	\$104,888.23	\$104,888.23
Georgia	Gwinnett County	\$50,000.00	\$50,000.00
Georgia	Habersham County	\$93,409.04	\$93,409.04
Georgia	Hall County	\$78,157.80	\$78,157.80



C. AYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider request from Taylor County School District to perform tractor work at the Steinhatchee School.



MEETING DATE REQUESTED: October 18, 2022

Statement of Issue:

To authorize Public Works to utilize heavy equipment to

shape the infield portion of the ball field at the

Steinhatchee School.

Recommended Action:

Fiscal Impact:

Time/Materials

Budgeted Expense:

No

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Taylor County School District has requested that the Board of County Commissioners authorize Public Works to shape the infield portion of the ball field at the Steinhatchee School.

County Policy 2008-12 provides for the ability for the Board of County Commissioners to assist with maintenance on school grounds, providing adequate resources are available.

Options:

Approve/not approve

Attachments:

Request from Dan Anderson, Taylor County School District

County Policy 2008-12



Policy #:	Title:		Effective Date:
		Public School Grounds – County Work on	
2008-12		,, ,, ,, ,, ,, ,, ,, ,	11/03/08

Establish guidance for working on Public School Grounds. REFERENCE POLICY

The County may assist the Taylor County School Board in maintenance of school grounds.

Projects can be requested by the School Board and approved by the County Board of County Commissioners. This work will be performed if adequate resources are available and approved by the Board at a time that is convenient to the Road Department work schedule.

RESPONSIBLE DEPARTMENT

Office of the County Administrator

Sunset Date: None

Last Updated: 11/03/08

LaWanda Pemberton

From: Dan Anderson <dan.anderson@taylor.k12.fl.us>

Sent: Wednesday, October 12, 2022 9:44 AM

To: LaWanda Pemberton

Cc: Alicia Beshears
Subject: steinhatchee fields

LaWanda,

The Taylor County Maintenance Department graciously assisted in the effort of preparing ball fields located on the property of the Stienhatchee School for the 2021 recreation baseball and softball Leagues. Practices and games are held on these fields. Taylor County School District superintendent Alicia Beshears is granting permission for the Taylor County Maintenance Department to bring equipment and operators onto the Taylor County School Board property located in Steinhatchee to again assist with the effort of preparing these fields for the 2023 recreation baseball and softball season. Thank you and the board of commissioners for your attention to this matter.

Dan Anderson

9

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Satisfaction of Mortgage and Security Agreement for Willie Russell and Linda Russell who received Demolition and New Construction Assistance through the SHIP program in May 2002.

MEETING DATE REQUESTED:

October 18, 2022

Statement of Issue:

Board to approve Satisfaction of Mortgage and Security Agreement for Willie Russell and Linda Russell who received Demolition and New Construction Assistance through the SHIP Program, May 2002 in the amount of \$54,890.00. All terms of the agreements have been

satisfied.

Recommended Action:

Approve Satisfaction of Mortgage and Security Agreement.

Fiscal Impact:

N/A

Submitted By:

Jami Evans, Grant Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. and Mrs. Russell received Demolition and New

Construction Assistance through the SHIP program in the

amount of \$54,890 in May 2002. All terms of the

agreements have been satisfied.

Attachments:

Satisfaction of Mortgage and Security Agreement.

SATISFACTION OF MORTGAGE AND SECURITY AGREEMENT UNDER TAYLOR COUNTY, FLORIDA LOCAL HOUSING PARTNERSHIP DEMOLITION AND NEW CONSTRUCTION PROGRAM

KNOW ALL MEN BY THESE PRESENTS: That TAYLOR COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, the owner and holder of a certain Mortgage and Security Agreement Under Taylor County, Florida Local Housing Partnership Demolition and New Construction Program executed by WILLIE RUSSELL and LINDA RUSSELL, bearing date the 6th day of May, 2002, recorded in Official Records Book 482, pages 774-785, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a debt of \$54,890.00, and certain promises and obligations set forth in said Mortgage and Security Agreement Under Taylor County, Florida Local Housing Partnership Demolition and New Construction Program, upon the property situate in said Taylor County, Florida, described as follows, towit:

The Northeast quarter of the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Two (2) South, Range Six (6) East, LESS twenty-five (25) feet on South side for Road.

hereby acknowledge full payment and satisfaction of said Mortgage and Security Agreement Under Taylor County, Florida Local Housing Partnership Demolition and New Construction Program, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS m	y hand and seal this	day of	, 2022.
Signed, Sealed and De in Presence of:	elivered		
			(SEAL)
		THOMAS DEMPS, Chairperson BOARD OF COUNTY COMMIS TAYLOR COUNTY, FLORIDA	•
ATTEST:			
GARY KNOWLES, Cl	erk		
STATE OF FLORIDA COUNTY OF TAYLO	R		
the County aforesaid,	to take acknowledgments	efore me, an officer duly authorized s, personally appeared THOMAS DE pregoing instrument and he acknow	MPS, to me known to be the
WITNESS m	y hand and official sea	l in the County and State last af	oresaid this day of
		NOTARY PUBLIC	
		My Commission Expires:	
PREPARED BY:	Conrad C. Bishop, Jr. Attorney at Law Post Office Box 167		

Perry, Florida 32348 (850) 584-6113

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Closing Of The Public Grant Agreement for Contract Number G2125 with Florida Department of Transportation to install new pavement markings on Runway 18-36 and taxiways and apron at Perry-Foley Airport.

MEETING DATE REQUESTED:

October 18, 2022

Statement of Issue:

The Grant Agreement was for the installation of new pavement markings on Runway 18-36 and on the taxiways and apron. The Grant Agreement was in the amount of \$125,000. The project was completed in June 2022 for the amount of \$118,997.84. FDOT is requesting approval to close out the grant so that the remaining funds of \$6002.16

can be released back into the aviation program.

Recommended Action:

Approve the Closing of the Public Grant Agreement.

Fiscal Impact:

The Grant Agreement was in the amount of \$125,000 with no match required from the County due to the Rural Economic Development Initiative (REDI) waiver the County

requested being approved by FDOT.

Budgeted Expense: Y/N N/A

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Grant Agreement provided funding for new pavement markings on Runway 18-36 and on the taxiways and apron. The Grant Agreement was in the amount of \$125,000. The project was completed in June 2022 for the amount of \$118,997.84. FDOT is requesting approval to close out the grant so that the remaining funds of \$6002.16 can be

released back into the aviation program.

Attachments:

Closing Of The Public Transportation Grant Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CLOSING OF THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-07 STRATEGIC DEVELOPMENT OGC 02/21

Financial Project Number(s): (item-segment-phase-sequence) 446363-2		Fund(s):	DDR	FLAIR Category:	088719
		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award	 .	Org. Code:	55022020228
		Identification Number (FAIN) - Tra only:	nsit N/A	Vendor Number:	VF59600087900 4
Contract Number:	G2125	DUNS Number:			
CFDA Number:	N/A	Agency SAM/UEI Number:		_	
CFDA Title:	N/A				
CSFA Number:	55.004				······
CSFA Title:	Aviation G	rant Program			
the State of collectively This Public No addition	referred to a Transportate al services	epartment of Transportation("Department of Transportation of Transportat	osed. Final pay	aylor County, ("A ment on the cont eyond the date of	tract has been paid. f execution of this
AGENCY: TA	AYLOR COL	UNTY STATE OF FL	ORIDA, DEPA	RTMENT OF TR	ANSPORTATION
By:		By:			
Name: Tho	mas Demps				
Title: : Cha	irman	Title: District /	Aviation Airport	 	

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Closing Of The Public Grant Agreement for Contract Number G2125 with Florida Department of Transportation to install new pavement markings on Runway 18-36 and taxiways and apron at Perry-Foley Airport.

MEETING DATE REQUESTED:

October 18, 2022

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Recommended Action:

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Fiscal Impact:

The Grant Agreement was in the amount of \$125,000 with no match required from the County due to the Rural

Economic Development Initiative (REDI) waiver the County

requested being approved by FDOT.

Budgeted Expense: Y/N N/A

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

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Attachments:

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Contract Number:	G2125	DUNS Number:			
CFDA Number:	N/A	_ Agency SAM/UEI Number:		_	
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Gr	ant Program			
This Public	Transportati al services o	es the "Parties." on Grant Agreement is hereby clor charges are authorized against bount is the remaining balance to be	this contract be	yond the date of	execution of this
AGENCY: TA	YLOR COU	NTY STATE OF FL	ORIDA, DEPAF	RTMENT OF TRA	ANSPORTATION
Ву:		By:			
Title: : Chair	nas Demps	Name: Donna	Whitney Aviation Airport		

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER FUNDING TRANSFER APPROVAL FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES CONTRACT.



MEETING DATE REQUESTED: October 18, 2022

Statement of Issue:

As part of its long-term care requirements for the Taylor County Closed Landfill, the Board of County Commissioners periodically enters into a contract for mowing and fertilizing the maintained areas of the landfill site. This maintenance activity ensures that a healthy vegetative cover will continue to be available to sustain the underlying liner and protection system.

Recommended Action: The Board of County Commissioners should approve the requested transfer of \$10,000 from Landfill Reserves (9115-59921) to Contractual Services (0262-53401).

Fiscal Impact:

FISCAL YR 2022/23 - \$10,000

Budgeted Expense:

NO (FY 22/23)

Submitted By:

COUNTY ENGINEER

Contact:

County Engineer

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Permit Number 0013295-003-SF issued by FDEP requires continuous monitoring and maintenance of the Taylor County Closed Landfill for a twenty (20) year long-term care period that began on April 11, 1996. As part of the maintenance requirement and the general guidance from the Florida Department of Environmental Protection, Taylor County has maintained contracts to mow and fertilize the collection and monitoring areas of the landfill property since its closure.

At its July 19, 2022 meeting, the Board received two proposals for Landfill Mowing and Fertilizing services with A&R Lee Services, LLC being later found as the lowest responsive bid. In their bid, A&R Lee Services included a pricing note that their price would be subject to the current cost of fertilizer. At the time of submitting their Bid, Fertilizer was priced at \$600 per ton (10-10-10) and \$540 per ton (5-10-15). Although the contract is structured as a set pricing format, the Board approved the requested adjustable pricing as it was not expected that any increase would exceed the current difference in bids, \$8,680.50.

The current year \$12,000 Landfill Contractual Services budget was both projected and approved prior to the contract solicitation. Although that projection escalated the then current contract pricing with an expected increase, it fell short of the A&R Lee Services Bid. Therefore, Staff is requesting to

compensate the known and potential difference using Landfill Reserves in the amount of \$10,000. This will cover the initial over \$5,000 difference and allow for additional fertilizer pricing increases going forward. Staff will address the present increased cost in future budget submissions to avoid a repeat request to transfer reserves.

Options:

- 1) Approve a transfer of \$10,000 from Landfill Reserves (9115-59921) to Landfill Contractual Services (0262-53401).
- 2) Reject the requested transfer and identify an alternative funding source.

Attachments:

A&R Lee Services, LLC Bid Form Landfill Fund Status Report Landfill Reserves Status Report

A & R Lee Services, LLC

Bid Form

Bid Price: \$17,193.50

Includes: Mow and fertilize closed land field.

Note: Price subject to change based on the price of fertilizer. Fertilizer cost at the

time of bid:

\$600 per ton for 10-10-10, \$540 per ton for 5-10-15

If the price for fertilizer goes up, bid price will change and proof of cost change will be given.

MOWING/TRIMMING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Mowing/Trimming (6/30/22, 5/1/23&24)	22.89	\$	\$ 3,000
2	Cycle 2 Mowing/Trimming (July 1)	22.89		\$ 3.000 au
3	Cycle 3 Mowing/Trimming (August 15)	22.89	s _	\$ 3,000 00
4	Cycle 4 Mowing/Trimming (September 15)	22.89	\$	\$3,000
5	Total Annual Co	ost		\$ 12000
6	Extra Cycle - Mowing/Trimming	22.89	s	\$3,000 00

FERTILIZING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Fertilizing (6/30/22, May 1, 2023 & 2024) w/10-10-10)	21.61	\$	\$ <u>2709,0</u> 0
2	Cycle 2 Fertilizing (September 15 w/ 5-10-15)	21.61	\$	\$2,489.JO
3	Total Annual Co	ost		\$5,193,50

EXTRA CYCLE MOWING/TRIMMING: Owner reserves the right to request up to two (2) additional mowing and trimming cycles during the term of the contract due to excessive grass and/or weed growth. Provide cost for completing each extra cycle in the designated space above.

Bidder acknowledges that payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates specified or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
- 6.03 Bidder accepts that the Term of this project will be from July 19, 2022, through September 30, 2023. This project will allow for a one-year renewal based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Certificate of Liability Insurance or Agency Statement
 - B. Declaration Page from Workers' Compensation Insurance or Exemption Issued by the State of Florida
 - C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

SUNGARD PENTAMATION, INC. DATE: 10/10/2022 TIME: 13:57:43

TAYLOR COUNTY BOARD OF COMMISSIONERS **EXPENDITURE STATUS REPORT**

SELECTION CRITERIA: expledgr.key_orgn='9115' ACCOUNTING PERIOD: 1/23

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

FUND-115 LANDFILL FUND

FUNCTION-580 OTHER USES
ACTIVITY-590 OTHER NON-OPERATING
TOTL/DEPT-9115 LANDFILL FUND RESERVES

ACCOUNT TITLE 59921 RESERVE-CAPITAL IMPROVMT TOTAL LANDFILL FUND RESERVES	BUDGET 620,991.00 620,991.00	PERIOD EXPENDITURES .00 .00	ENCUMBRANCES OUTSTANDING .00 .00	YEAR TO DATE EXP .00 .00	AVAILABLE BALANCE 620,991.00 620,991.00	YTD/ BUD .00 .00
TOTAL LANDFILL FUND	620,991.00	.00	.00	.00	620,991.00	.00
TOTAL REPORT	620,991.00	.00	.00	.00	620,991.00	.00

PAGE NUMBER:

EXPSTA11

1

SUNGARD PENTAMATION, INC. DATE: 10/10/2022 TIME: 13:57:43

TAYLOR COUNTY BOARD OF COMMISSIONERS **EXPENDITURE STATUS REPORT**

SELECTION CRITERIA: expledgr.key_orgn='9115' ACCOUNTING PERIOD: 1/23

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

FUND-115 LANDFILL FUND FUNCTION-580 OTHER USES ACTIVITY-590 OTHER NON-OPERATING TOTL/DEPT-9115 LANDFILL FUND RESERVES

ACCOUNT TITLE 59921 RESERVE-CAPITAL IMPROVMT TOTAL LANDFILL FUND RESERVES	BUDGET 620,991.00 620,991.00	PERIOD EXPENDITURES .00 .00	ENCUMBRANCES OUTSTANDING .00 .00	YEAR TO DATE EXP .00 .00	AVAILABLE BALANCE 620,991.00 620,991.00	SUD BUD .00
TOTAL LANDFILL FUND	620,991.00	.00	.00	.00	620,991.00	.00
TOTAL REPORT	620,991.00	.00	.00	.00	620,991.00	.00

1

PAGE NUMBER:

EXPSTA11



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Florida Forest Service Annual Report 10/18/2022 **Meeting Date:** Statement of Issue: 2021/2022 Annual Report Recommendation: \$ _____ Budgeted Expense: Yes No N/A X Fiscal Impact: Submitted By: Jack Smith Contact: 850-838-5037 SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS History, Facts & Issues: Options: 2. _____ Attachments:

FLORIDA FOREST SERVICE PERRY DISTRICT (850) 223-0750 (850) 223-0792 FAX



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES COMMISSIONER NICOLE "NIKKI" FRIED

August 24, 2022

Honorable Michael Newman District 3 Taylor County Commissioner 201 East Green St. Perry, FL 32348

Dear Mr. Newman:

Attached is the 2021/2022 fiscal year activity report from the Florida Forest Service for the Forest Protection Program and the Cooperative Forestry Assistance Program for Taylor County.

These reports identify the major forestry activities that occurred throughout Taylor County for the period of July 1, 2021, through June 30, 2022.

Should there be any questions or comments regarding this material, please do not hesitate to call this office at 850-223-0750.

Sincerely,

Nicole "Nikki" Fried Commissioner of Agriculture

Eur K Black

Eric K. Black District Manager Florida Forest Service

cc: Board of County Commissioners, Taylor County Forest Management Bureau, FFS

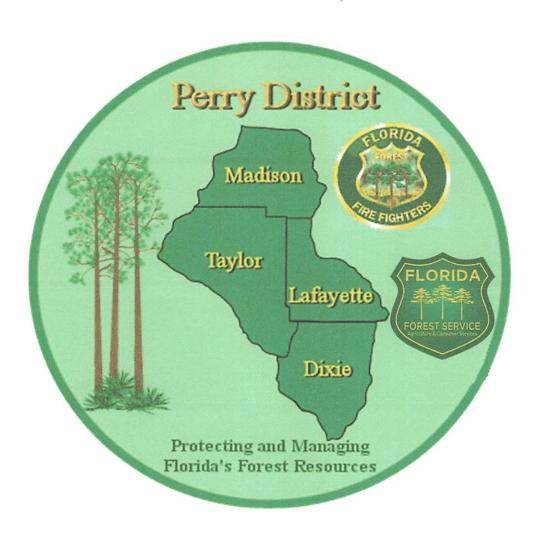
Forest Protection Bureau, FFS



FLORIDA FOREST SERVICE ANNUAL REPORT

COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS

TAYLOR COUNTY, FLORIDA



In accordance with the Cooperative Agreement between the Taylor County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance Program and Forest Protection Program for the 2021-2022 fiscal year, covering the period of July 1, 2021, to June 30, 2022.

Introduction

The mission of the Florida Forest Service is to protect Florida and its people from the dangers of wildland fire and manage the forest resources through a stewardship ethic to assure they are available for future generations.

Our vision is to accomplish this mission with the key value of earning the public trust through serving people. The Florida Forest Service envisions a leadership role to ensure that natural resources will be managed in a way that perpetuates their special character and meets the changing social and economic needs of the people who live and visit here. It will assume a strong advocacy role for public safety to meet the challenges of wildland fires facing Florida. The strategies employed to accomplish this mission are as follows:

- Provide leadership to protect forests, wildlands, and the public from the destructive effects of wildfire.
- Promote sound forest management practices, which maintain the integrity of the environment and provide for Florida's future natural resource needs.
- Educate the public about the importance of Florida's forests and promote the renewal and protection of these resources.
- Manage public lands for their unique character and to provide multiple public benefits.
- Encourage Florida's communities to establish and perpetuate their urban forests.
- Encourage family forest owners to attain their forestland management goals with guidance and technical assistance that promotes good land stewardship principles.
- Improve the quality of service through the training and development of our people our single greatest resource. This leadership will encourage innovation, excellence and freedom for personal growth.



Forest Protection Program

The Florida Forest Service provides wildland fire protection in Taylor County through a cooperative agreement with the county. This agreement ensures a complete understanding of the commitment between Taylor County and the Florida Forest Service for emergency response. The county operating plan is a working document that outlines the capabilities and responsibilities of each cooperating agency including timber cooperators. The public benefits when all agencies establish coordinated efforts to handle the same emergency. Additionally, the agency looks for support from emergency service organizations to implement wildland/urban interface mitigation programs throughout the entire year. With the help of the county commission, we will ensure that the citizens have the protection they need from wildland fires.

The Florida Forest Service maintains four Type-2 tractor-plow units, two Type-1 tractors, a 5,000 gallon water tender, 750 gallon brush truck, 300 gallon brush truck, 2500 gallon tracked water trailer and an All Track tracked all-terrain vehicle with 500 gallons of water to scout and suppress wildland fires within the county. In addition, the Florida Forest Service Rural Community Fire Protection Program continues to provide equipment to fire departments at little or no cost to them to help them meet their emergency needs.

Wildfire Activity

During the past fiscal year, Florida Forest Service personnel responded to a total of 52 wildfires in Taylor County. These fires burned approximately 131 acres. These numbers represent a higher number of fires and lower number of acres from the previous year when we had 29 wildfires that burned a total of 317 acres. In addition, the support given to the FFS by the Four Rivers Land & Timber Company, Taylor County Commission, Taylor County Fire-Rescue, local volunteer fire departments and other cooperators was, once again, very instrumental in helping to limit the impact of wildfires on Taylor County residents.

WILDFIRES BY CAUSE - TAYLOR COUNTY JULY 1, 2021-JUNE 30, 2022					
CAUSES	FIRES	ACRES			
Lightning	6	24.1			
Campfires	1	0.1			
Smoking	1	0.1			
Debris Burning	20	50.04			
Incendiary	7	37.7			
Equipment	8	5.7			
Railroad	0	0.0			
Children	0	0.0			
Unknown	6	12.2			
Miscellaneous	3	1.26			
TOTAL	52	131,20			

Open Burning Program

Through the administration of the State's open burning program, the Florida Forest Service issues burn authorizations for agricultural, silvicultural and rural land clearing purposes to the residents of Taylor County. Through this authorization process, the FFS is better able to regulate and ensure proper and safe outdoor burning. The FFS believes that compliance with open burning laws through a comprehensive burning authorization process as well as aggressive pre-suppression and prescribed burning programs are all essential components of a strong forest protection program.

Over the past fiscal year, a total of 789 burn authorizations were issued in Taylor County. These authorizations included 9,871 acres and 1,458 authorized piles. In addition, FFS personnel provided landowner assistance for four pre-suppression fire line plowing requests to help protect 400 acres and six prescribed burning assistance of 330 acres.

BURN AUTHORIZATIONS - TAYLOR COUNTY July 1, 2021 – June 30, 2022						
TYPE	AUTHORIZED	AUTHORIZED	AUTHORIZED			
	FIRES	ACRES	PILES			
Agricultural	88	3,112	65			
Silvicultural	111	6,653	258			
Land Clearing	590	106	1,135			
TOTAL	789	9,871	1,458			

On-site inspections are conducted by FFS personnel prior to burn authorizations being issued to landowners who are requesting an authorization for the first time and for authorizations being requested in smoke sensitive areas. These on-site inspections ensure that distance setbacks, adequate equipment and proper control measures are being taken prior to burn authorizations being issued. Last fiscal year, a total of 15 onsite inspections were performed in Taylor County. In addition, compliance checks are often performed to ensure compliance with safe burning practices and legal requirements.

Fire Prevention

Central to the Florida Forest Service's fire prevention efforts is its relationship with local citizens through schools, businesses, civic organizations, volunteer fire departments and local governments to help reduce the number of wildfires.

Last fiscal year, three fire prevention programs were done reaching an estimated 12,000 people.

Rural Community Fire Protection

The Rural Community Fire Protection Program is a partnership in which the Florida Forest Service provides local volunteer fire departments with surplus equipment for the purpose of supporting the wildland firefighting efforts. Taylor County is an outstanding example of what can be accomplished through this program. With the support of the Taylor County Commission, local volunteer fire departments have been able to effectively use this equipment to protect the citizens of Taylor County. During this fiscal year, Taylor County was approved for \$6585 under a Title IV grant that was administered by the FFS to purchase firefighting equipment for Taylor County Volunteer Fire Departments.

San Pedro Bay Landowners Association

The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments and other interested parties working together as a unified team in forest resource protection. SPBLA members share a common interest in managing, protecting and promoting forest resources in and around the San Pedro Bay area with a stewardship ethic to ensure that these resources will be available for future generations. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, the annual meeting was conducted in-person on April 22nd, 2022.

Cooperative Forestry Assistance Program

The services provided by the county forester range from simple tree species identification and insect/tree disease diagnosis to the preparation of complex, comprehensive, multiple-use forest management plans for private, non-industrial forest landowners of Taylor County. Some of the more commonly provided services include:

- landowner assistance
- presentation of public information and education
- administration of federal cost-share programs
- assistance with state lands management
- wildfire suppression assistance
- Southern Pine Growth-and-Yield Model
- Longleaf Pine Ecosystem Geo-database
- Forest Stewardship reporting and mapping

Landowner Assistance

During the 2020-2021 fiscal year, the county forester made 78 assists to the residents of Taylor County involving approximately 6,000 acres of land. This included four general management plans and agricultural assessment plans. This work also included:

forest management plan development

- insect and disease detection and treatment
- cost-share program applications and administration
- tree planting equipment rental
- information dissemination regarding:
 - future management
 - thinning
 - site preparation
 - reforestation
 - seedling sources and availability
 - existing timber stand management
 - forest products marketing
 - Forest Stewardship & Tree Farm Programs
 - fertilization
 - regeneration failure
- fire lane and boundary line establishment and maintenance
- prescribed burning assistance
- Florida's Best Management Practices
- species identification
- forest service's vendor database

Forest Information and Education

Last fiscal year, Perry District personnel were actively involved in several forestry and environmental education activities. These activities included:

• Annual Master Gardener Plant sale

Last year the Florida Forest Service conducted a tree planting at the Forest Capitol Park to replace the trees that have succumbed to either lightning strikes and/or beetle damage. The trees that were planted were 60 potted longleaf pines and were donated by Mr. Matt Buchannan from Central Florida Lands and Timber of Mayo, FL. Pictured below is a presentation of award presented to Mr. Buchanan by Mr. Jack Smith and Mr. Jared Beauchamp.

Federal Assistance Programs

The Forest Stewardship Program encourages forest landowners to practice multiple-use resource management. This program provides a wide array of technical assistance and management advice through a comprehensive Forest Stewardship Plan which is available to landowners owning more than 20 acres at no cost or obligation. There are currently 78 Taylor County landowners enrolled in the program with total ownership of over 17,030 acres.



Southern Pine Beetle Prevention Program

The Southern Pine Beetle Prevention and Assistance Program focuses on reducing risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and planting of longleaf and slash pine. Either longleaf pine or slash pine planting is specified due to the better resistance of these species to southern pine beetle. Five landowners applied for assistance through this program. Of the five applications received for Taylor County none were selected due to points ranking.

EOUIP

The Environmental Quality Incentives Program (EQIP) is administered by the Natural Resources Conservation Service (NRCS). The Conservation Reserve Program (CRP) is administered by the Farm Service Agency. Each of these programs provides opportunities for technical advice and cost-sharing assistance to forest landowners in Taylor County. EQIP funds a host of forestry-related practices including wildlife management enhancement practices. As a result of the Farm Bill, opportunities exist for cost-sharing expenses for woodland management practices through both the EQIP and CRP programs. Through a Memorandum of Agreement, the county forester provides technical advice on forestry practices under both the EQIP and CRP programs. Three EQIP tree planting inspection requiring the services of the county forester were requested this period.

Sequestering Carbon and Protecting Florida Land Program

The Carbon program was voted on and approved by our State Legislators and will be available for five years with a minimum yearly allocation of 2 million dollars. Unlike the other programs, this program is totally funded by Florida tax dollars. The program provides assistance for landowners to include chemical, mechanical, and burning site-prep, seedlings, and planting. This programs' objectives are to encourage and provide assistance to landowners of Florida to sequester carbon by growing more trees. 2021 was the first year of this program and Taylor County had seven applicants approved for completing their planting practices.

Forest Health

This year, once again, we have a continued higher than average occurrence of pine saw fly. Pine saw fly attacks all species of pine by eating the needles, or defoliating, of the tree. This usually does not hurt the tree, but these insects attacked various stands from early spring to late fall. Most stands survived the attack, but some have various stages of mortality. There is no way to prevent these attacks but to manage the stand after the fact.

As in previous years, multiple aerial surveys of the county were conducted to identify any major bark beetle infestations. Other than the activity referenced above, no additional spots of concern were identified. During the flight there were some areas around the coast that had some pine stands that succumbed to localized flooding. The land is owned by Four Rivers.

The county forester performed 22 other forest health inspections relating to pine bark beetles in Taylor County during the past fiscal year. As is commonly the case, all these were typical of the routine small outbreaks of the less aggressive species of bark beetles - including the Ips spp. engraver beetles and black turpentine beetles. These were all harvested or contained with little additional loss to forest resources.

Urban Forestry

For the 29th consecutive year, the City of Perry earned the Tree City, USA designation. The Tree City, USA program recognizes cities for their efforts in maintaining a healthy urban forest. The county forester worked closely with the City of Perry Tree Board and administration, providing urban forestry advice and assistance when needed. Arbor Day was celebrated with tree-planting ceremonies with the city of Perry.

State Lands Management

The Florida Forest Service is not the lead managing agency on any state-owned land within Taylor County; however, forestry assistance is extended to other state agencies such as the Florida Fish and Wildlife Conservation Commission, Department of Corrections, and the Suwannee River Water Management District. The county forester is available to assist with timber management activities, such as insect and disease identification and control, timber sale and regeneration information, and prescribed burning recommendations on these properties.

Training

To better serve the residents of Taylor County, the county forester attended several training courses during the past fiscal year. This included instruction in groundcover restoration, herbicides, the I Tree Canopy & Design application, and the Natural Resources Conservation Service's (NRCS) requirements for becoming a Technical Service Provider.

In addition, the county forester attended the Florida Forest Service's annual Cooperative Forestry Assistance workshop where the following topics were discussed:

- Forest Health Herbicide Use and Damage
- Regional Conservation Partnership Program (NRCS)
- Forest Stewardship reporting (SMART, PRISM)
- EQIP and CRP program updates and projections
- Tree Farm program updates
- Champion Tree program
- an overview of CFA program offerings and updates
- Regional Conservation Partners Program (NRCS)

In total, more than 90 hours of training were completed with the aim of providing better service to the residents of Taylor County.

Conclusion

The primary goal of the CFA program in Taylor County for the new fiscal year brings a few recent changes. The overall goal is to present more outreach programs at the local schools to educate the youth on working forests and the products produced from timber. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Taylor County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.

The Florida Forest Service is proud of the investment it has made in the natural resources of Taylor County and its ability to assist the residents of the county. Fire prevention and suppression will continue to be a major focus of this agency due to an ever-increasing population. Through the Cooperative Forestry Agreement, the Florida Forest Service will continue to provide sound forest management advice to both the citizens and local governments of Taylor County.

It is our policy to maintain an effective level of service and make any necessary improvements as needs are identified to serve the citizens of Taylor County. For that reason, the Board of County Commissioners of Taylor County is requested to provide comments or suggestions to assist the Florida Forest Service in providing the best service possible.

Respectfully submitted,

Jack Smith

Forest Area Supervisor Florida Forest Service 618 Plantation Road Perry, FL 32348 850-223-0781 Jared Beauchamp

Senior Forester

Florida Forest Service

203 West US 27

Mayo, FL 32066

850-661-2014



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Gwen Wright and husband and other member of our family and members of the community.



MEETING DATE REQUESTED:

10/03/2022

Statement of Issue: Treatment by EMS Staff

Recommended Action: Investigation of EMS Staff

Fiscal Impact:

Budgeted Expense:

Submitted By: Karen Spell and Stacey Stringfellow

Contact: Stacey 229-414-2192 or Karen Spell 229-560-1870 (need to spots one

for each of us to relay our concerns.

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider approval of conveyance of public property from Florida Department of Transportation to Taylor County.

MEETING DATE REQUESTED:

October 18, 2022

Statement of Issue:

To allow for conveyance of public property.

Recommended Action:

Approve

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In accordance with Florida Law, the Florida Department of Transportation had reviewed excess parcels and properties. FDOT has determined that there is a parcel mutually owned by Taylor County and FDOT that is available for conveyance.

After staff review it is recommended to the Board that Taylor County accept this parcel, as it is a 3 acres parcel located off Spring Warrior Road and there may be a future need.

Options:

Approve/Not approve

Attachments:

Correspondence from FDOT and Conrad Bishop, County

Attorney

Public Purpose Quitclaim Deed Resolution to Acquire Property FDOT Transference Documents

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 30, 2022

VIA E-MAIL AND REGULAR MAIL

Ms. Lawanda Pemberton County Administrator County Offices 201 E. Green Street

Perry, Florida 32347

Re: Taylor County Right of First Refusal - Excess Parcel #328

Dear LaWanda:

Please find enclosed:

- 1. An e-mail plus attachments from Tracy Glansen of FDOT
- 2. A copy of my response

I feel that this needs to be put on the Board's agenda.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

Cc: Hon. Gary Knowles (via e-mail)

The Bishop Law Firm

From:

Glansen, Tracy < Tracy. Glansen@dot.state.fl.us >

Sent:

Monday, August 29, 2022 10:58 AM

To:

lawbishop@fairpoint.net

Cc:

Bassett, Julie

Subject:

Taylor County Right of First Refusal - Excess Parcel #328

Attachments:

RFR Letter to Taylor County.doc; Right of Way Map Ex#328.pdf; Aerial - Ex#328.PNG;

Title Summary Ex#328.pdf; Final Judgment.pdf

Mr. Bishop,

I was advised you are the Attorney for Taylor County. The attached Right of First Refusal letter was sent to the County Administrator, Ted Lakey, in 2007. FDOT has not heard from the County since. Does the County have a public purpose need for this land? If Taylor County has no need for this excess remnant, FDOT is asking the County to convey their 50% interest to FDOT. Our agency can prepare a Resolution and/or Quitclaim Deed to accomplish this transaction if needed. My contact information is below if you want to discuss this further. Thank you in advance for your assistance.

Tracy J. Glansen
Consultant, Senior Right of Way Specialist
Florida Department of Transportation
District Two Right of Way Office
2198 Edison Avenue, Mail Station 2814
Jacksonville, FL 32204

PH: 904-360-5696

tracy.glansen@dot.state.fl.us





Florida Department of Transportation

RICK SCOTT GOVERNOR

1109 South Marion Avenue Lake City, Florida 32025-5874

MIKE DEW SECRETARY

October 4, 2017

Mr. Ted Lakey, County Administrator

CERTIFIED MAIL: 7017 0190 0000 0966 9865

Taylor County 201 E. Green Street Perry, Florida 32347

SUBJECT

SURPLUS PROPERTY

SECTION

38580-

ITEM

212814-1

COUNTY

Taylor

ROAD

CR 361-A

EXCESS PARCELS:

328 and 329

Dear Mr. Lakey,

In compliance with State Law and FDOT procedure, District Two has been reviewing all of its known excess properties for potential surplus and disposal. The referenced parcels are located off County Road 361-A in Taylor County. Both parcels were acquired through court action and title is held jointly by FDOT and Taylor County via the Final Judgement dated March 1961. Enclosed with this letter is a copy of the conveyance document, along with maps identifying the locations of both parcels.

These parcel have been reviewed internally and FDOT has no future need for the lands. By copy of this letter, we ask that Taylor County also review the parcels and determine if there is a future need for your agency. If yes, FDOT will convey its 50% interest to Taylor County. Should Taylor County not need either of the properties and wish to convey their 50% interest to FDOT, the Department can prepare those documents as well. FDOT has been maintaining these parcels and our goal is to dispose of land no longer needed to release associated expenses and liability, as well as adding the properties back onto the local tax roll.

Once these parcels have been reviewed, please let me know how Taylor County wishes to proceed. Should you have any questions or wish to discuss these parcels in more detail, I can be reached directly at (904) 566-2021 or by e-mail at tracy.glansen@dot.state.fl.us. We thank you in advance.

Sincerely,

Tracy Glansen Senior Right of Way Agent

CERTIFIED MAIL: 7017 0190 0000 0966 9865

CERTIFIED MAIL: 7017 0190 0000 0966 9865

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT TWO

PROJECT SECTION NO.:

38580-2601

D. O. T. PARCEL NO.:

23, Borrow Pit #3, Excess Parcel 328

TITLE SEARCH NO.:

TAX PARCEL NO.:

16-06-07-06312-050 assessed to St of FI

COUNTY:

Taylor

ROAD NO.:

SR S-361-A

REPORT THROUGH DATE:

December 8, 2006

CAPTION: Parcel No. 23, Borrow Pit #3, Excess Parcel 328

F. D. O. T. acquired their interest in Borrow Pit #3 through court action, entitled,"Law No. 768, State Road Department of Florida, an Agency of the State of Florida, and Taylor County, a political subdivision of the State of Florida, as Petitioners, v. Leland Ahearn, et al.**, as Defendants. Final Judgment for this case is filed in Official Records Book 47, page 446, on March 2, 1961.

**Thelma K. Platt.

FINDINGS:

Warranty Deed from Amos Kinsey, a widower, to Thelma K. Platt, in Official Records Book 35, page 160 through 162, inclusive, dated July 12, 1962, and recorded July 12, 1962.

Property Appraiser is currently assessed the property to State of Florida.

CONCLUSION:

The Final Judgment was duly recorded in Official Records Book 47, page 446 granting title to the Petitioners, and the Property Appraiser of Taylor County, Florida, is currently assessing the title to the State of Florida, Tallahassee, Florida 32304. (See copy of the assessment attached hereto and made a part hereof.) F. D. O. T. is the owner of the borrow pit in accordance with the final judgment, and may wish to notify the adjacent land owners.

Dated this 18th day of December, 2006.

Judith B. Rowell, CLS/CLC

Title Examiner/Abstractor-F. D. O. T.

and the deposit of money heretofore made, is approved, ratified, Which vested in the petitioners pursuant to the Order of Taking

DOME AND CEDERED in Chambers at and confirmed,

County, Ploride this ... day of

CIRCUIT JUDGE

Tallahassee, Florida Of Counsel for the Petitioners.

NOILOW

THOMAS R. BAYLESS, Attorney for the Petitioners, and

foregoing Pinal Judgment,

Polland Buallon THOMAS R. BAYLESS

CLERK CIRCUIT COUR

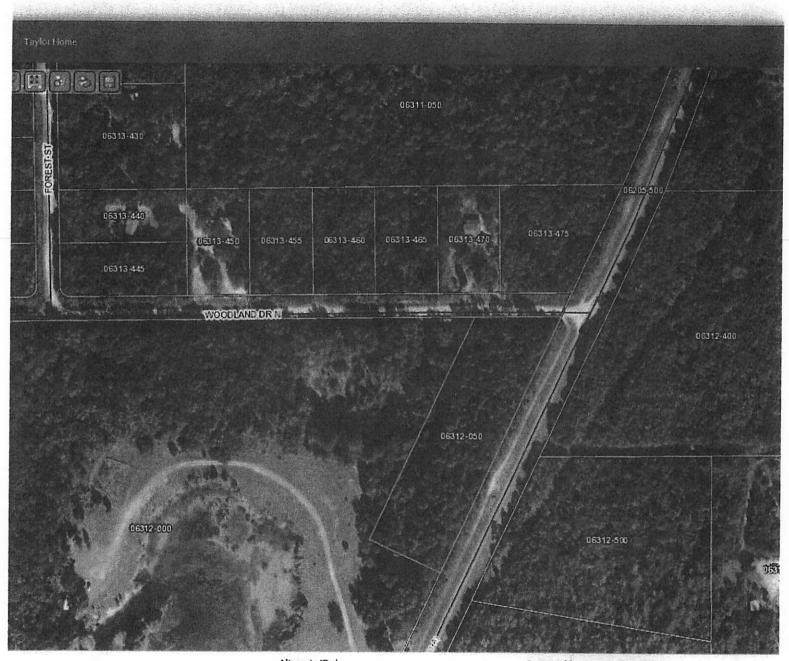
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Alternate IDn/a Class Vacant Acreage 3.08

Owner AddressSTATE OF FLORIDA Unassigned TALLAHASSEE FL 32304

CO
LEG 0003.08 ACRES - BORROW PIT DESC AS: - COM S LN OF SECT AT PT 1540.4 FT - ELY FROM 5W COR SD SECT N25DE - 4428.08 FT N64DW 50 FT TO POB N25DE - 400 FT S64DW 200 FT S:
DRAIN ESMT OR 47-449

(Note: Not to be used on legal documents)

Date: October 4, 2022

This instrument prepared by or under the direction of: Angela Hensel Interim Chief Counsel District Two Florida Department of Transportation 1109 South Marion Avenue Lake City, Florida 32025-5874

COUNTY OF

Taylor

SECTION NO.

38580-2602

F.P. NO.

n/a

STATE ROAD NO. 361-A

PARCEL NO.

23-R,42 and 24-R, (Excess

Parcel #328)

PUBLIC PURPOSE QUITCLAIM DEED

THIS INDENTURE, r	made this c	day of	, 20,
by and between the STA	TE OF FLORIDA,	by and through the ST	TATE OF FLORIDA
DEPARTMENT OF TRANSF	PORTATION, as the	Party of the First Part and	TAYLOR COUNTY,
FLORIDA, a political subdivi	sion of the State of	Florida, 201 East Green	Street, Perry, Florida
32347, the party of the Secon	nd Part.		

WITNESSETH

WHEREAS, the hereinafter described property held by the Department of Transportation is no longer used or needed and the Secretary of the Department on approved conveyance to the Grantee without consideration, to be used solely for public purposes, pursuant to the provisions of Section 337.25(3), Florida Statutes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part does hereby remise, release and quitclaim unto the Party (Parties) of the Second part, and assigns, forever, all the right, title and interest of the State of Florida and/or the State of Florida Department of Transportation to the property described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party (Parties) of the Second Part.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, or encumbrances of any nature whatsoever which the Party (Parties) of the Second Part hereunder and herein assumes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida and in the name of the State of Florida Department of Transportation by its District Secretary, District Two, and its seal to be hereunto affixed, attested by its Executive Secretary, District Two, on the date first above written.

Signed, sealed and delivered	STATE OF FLORIDA
in our presence as witnesses:	DEPARTMENT OF TRANSPORTATION
	By
Witness:	Greg Evans
Print Name	District Two Secretary
Witness:	_
Print Name:	_
	Attest:
	Print Name:
	Print Name:Executive Secretary
STATE OF FLORIDA	
COUNTY COLUMBIA	
· · · · · · · · · · · · · · · · · · ·	nority, by means of □ physical presence or □ online ared, Greg Evans, District Two Secretary, and Executive Secretary, District Two, of the State
of Florida Department of Transportation, repersons described in and who did not take and they severally acknowledged the executives for the uses and purposes therein n	espectively, who is personally known to me to be the an oath and who executed the foregoing instrument, cution thereof to be their free act and deed as such mentioned, and that they affixed thereto the official seal
of said State of Florida Department of Trans of said Department.	sportation, and the said instrument is the act and deed
	al this day of,
20	
	Print Name:
	Notary Public
(Notary Seal)	My Commission Expires:

Exhibit "A"

SECTION NO. 38580-2602

COUNTY ROAD NO. 361-A

TAYLOR COUNTY

F.P. NO. N/A

PARCEL NUMBER 23-R.42 - BORROW PIT

"BORROW PIT NO. 3 - LEFT OF STATION 942+00.0

That Part Of:

S1/2 Of NW1/4 Of NE1/4 And N1/2 Of SW1/4 Of NE1/4 Of Section 16, Township 6 South, Range 7 East, Described As Follows:

Commencing On The South Line Of Section 16, Township 6 South, Range 7 East At A Point 1540.4 Feet Easterly From The Southwest Corner Of Said Section 16, Run Thence North 25°43'02" East 4428.08 Feet, Run Thence North 64°16'58" West 50 Feet, To The Point Of Beginning Of Borrow Pit No. 3, Run Thence North 25°43'02" East 400 Feet, Run Thence South 64°16'58" West 200 Feet, Run Thence South 25°43'02" West 700 Feet, Run Thence South 64°16'58" East 200 Feet, Run Thence North 25°43'02" East 300 Feet To The Point Of Beginning, LESS That Part Of The Above Described Tract Of Land;

Lying (1) Left Of And Within 10 Feet, And (2) Right Of And Within 20 Feet Of A Lateral Ditch Survey Line, Said Ditch Survey Line Being Described As Follows:

Commence On The North Line Of Section 16, Township 6 South, Range 7 East At A Point 1198.41 Feet Westerly From The Northeast Corner Of Said Section 16, Said Point Being On The Arc Of A Curve Concave To The West Having A Radius Of 7639.44 Feet, Thence From A Tangent Bearing Of South 17°51'00" West Run Southwesterly Along Said Curve Through An Angle Of 07°52'02" A Distance Of 1048.98 Feet To The End Of Said Curve, Run Thence South 25°43'02" West 642.46 Feet To The Point Of Beginning Of Lateral Ditch Survey Line, Run Thence North 64°16'58" West 50 Feet, Run Thence North 47°21'58" West 350 Feet To The End Of Lateral Ditch Survey Line."

TOGETHER WITH:

PARCEL NUMBER 24-R - DRAINAGE EASEMENT

"LATERAL DITCH LEFT OF STATION 941+50.00

That Part Of:

N1/2 Of SW1/4 Of NE1/4 And S1/2 Of NW1/4 Of NE1/4 Of Section 16, Township 6 South, Range 7 East,

Lying (1) Left Of And Within 10 Feet, And (2) Right Of And Within 20 Feet Of A Lateral Ditch Survey Line, Said Ditch Survey Line Being Described As Follows:

Commence On The North Line Of Section 16, Township 6 South, Range 7 East At A Point 1198.41 Feet Westerly From The Northeast Corner Of Said Section 16, Said Point Being On The Arc Of A Curve Concave To The West Having A Radius Of 7639.44 Feet, Thence From A Tangent Bearing Of South 17°51'00" West Run Southwesterly Along Said Curve Through An Angle Of 07°52'02" A Distance Of 1048.98 Feet To The End Of Said Curve, Run Thence South 25°43'02" West 642.46 Feet To The Point Of Beginning Of Lateral Ditch Survey Line, Run Thence North 64°16'58" West 50 Feet, Run Thence North 47°21'58" West 350 Feet To The End Of Lateral Ditch Survey Line."

BSD.04-Date: 104/2022

This instrument prepared by or under the direction of:

Print Name:

COUNTY OF Taylor SECTION NO. 38580-2602 F.P. NO. n/a STATE ROAD NO. 361-A PARCEL NO. 23-R,42 and 24-R, (Excess Parcel #328)

RESOLUTION

ON MOTION of Commissioner	, seconded
by Commissioner	, the following
Resolution was adopted: and	

WHEREAS, Taylor County, Florida proposes to use State Road No. 361-A, Section No. 38580-2602, F.P. No. n/a, in Taylor County, Florida solely for public purposes, pursuant to the provisions of Section 337.25(3), Florida Statutes; and

WHEREAS, it is necessary that certain lands now owned by the State of Florida Department of Transportation, be acquired by Taylor County, Florida; and

WHEREAS, said property is no longer required by the State of Florida Department of Transportation for transportation purposes; and

WHEREAS, Taylor County, Florida has made application to said State of Florida Department of Transportation to execute and deliver to Taylor County, Florida, a deed, or deeds, in favor of Taylor County, Florida, conveying all rights, title and interest that said State of Florida Department of Transportation has in and to said lands required for public purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by County, Florida, that the application of the State of F or deeds, is for public purposes which is in the public and the land needed for public purposes is not need deeds, in favor of Taylor County, Florida shall be consideration set forth herein conveying all right, title of Transportation. Consideration shall be \$	ic or community interest and for public welfare ed for transportation purposes; that a deed, or executed and delivered upon payment of the e and interest of the State of Florida Department
	copy of this Resolution be forwarded forthwith
to Taylor County, Florida.	
	Print Name:
	Chairperson Board of City Commissioners Taylor County, Florida
STATE OF FLORIDA	
COUNTY OF TAYLOR	
I HEREBY CERTIFY that the foregoing is a to of City Commissioners of Taylor County, Florida,	rue copy of a Resolution adopted by the Board at a meeting held on the day of
, 20	
	Print Name:
	Clerk Board of City Commissioners Taylor County, Florida



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE COLUMN THE COLUMN

The Board to consider approval of conveyance of public property from Taylor County to the Florida Department of Transportation.

MEETING DATE REQUESTED:

October 18, 2022

Statement of Issue:

To allow for conveyance of public property.

Recommended Action:

Approve

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In accordance with Florida Law, the Florida Department of Transportation had reviewed excess parcels and properties. FDOT has determined that there is a parcel mutually owned by Taylor County and FDOT that is available for conveyance.

After staff review it is recommended to the Board that Taylor County convey it's interest in this parcel back to the Florida Department of Transportation. It was previously used as a "haul route" to a borrow pit and not only can staff determine a need for the parcel, it appears to be situated on private property.

Options:

Approve/Not approve

Attachments:

Correspondence from FDOT and Conrad Bishop, County

Attorney

Resolution to Convey Property

County Quitclaim Deed

FDOT Transference Documents

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 30, 2022

VIA E-MAIL AND REGULAR MAIL

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

Re: Taylor County Right of First Refusal - Excess Parcel #328

Dear LaWanda:

Please find enclosed:

- 1. An e-mail plus attachments from Tracy Glansen of FDOT
- 2. A copy of my response

I feel that this needs to be put on the Board's agenda.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

enclosure

Cc: Hon. Gary Knowles (via e-mail)

The Bishop Law Firm

From:

Glansen, Tracy < Tracy.Glansen@dot.state.fl.us >

Sent:

Monday, August 29, 2022 10:58 AM

To:

lawbishop@fairpoint.net

Cc:

Bassett, Julie

Subject:

Taylor County Right of First Refusal - Excess Parcel #328

Attachments:

RFR Letter to Taylor County.doc; Right of Way Map Ex#328.pdf; Aerial - Ex#328.PNG;

Title Summary Ex#328.pdf; Final Judgment.pdf

Mr. Bishop,

I was advised you are the Attorney for Taylor County. The attached Right of First Refusal letter was sent to the County Administrator, Ted Lakey, in 2007. FDOT has not heard from the County since. Does the County have a public purpose need for this land? If Taylor County has no need for this excess remnant, FDOT is asking the County to convey their 50% interest to FDOT. Our agency can prepare a Resolution and/or Quitclaim Deed to accomplish this transaction if needed. My contact information is below if you want to discuss this further. Thank you in advance for your assistance.

Tracy J. Glansen
Consultant, Senior Right of Way Specialist
Florida Department of Transportation
District Two Right of Way Office
2198 Edison Avenue, Mail Station 2814

Jacksonville, FL 32204 PH: 904-360-5696

tracy.glansen@dot.state.fl.us





RICK SCOTT GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

MIKE DEW SECRETARY

October 4, 2017

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

CERTIFIED MAIL: 7017 0190 0000 0966 9865

SUBJECT

SURPLUS PROPERTY

SECTION

38580

COUNTY

212814-1 Taylor

ROAD

CR 361-A

EXCESS PARCELS:

328 and 329

Dear Mr. Lakey,

In compliance with State Law and FDOT procedure, District Two has been reviewing all of its known excess properties for potential surplus and disposal. The referenced parcels are located off County Road 361-A in Taylor County. Both parcels were acquired through court action and title is held jointly by FDOT and Taylor County via the Final Judgement dated March 1961. Enclosed with this letter is a copy of the conveyance document, along with maps identifying the locations of both parcels.

These parcel have been reviewed internally and FDOT has no future need for the lands. By copy of this letter, we ask that Taylor County also review the parcels and determine if there is a future need for your agency. If yes, FDOT will convey its 50% interest to Taylor County. Should Taylor County not need either of the properties and wish to convey their 50% interest to FDOT, the Department can prepare those documents as well. FDOT has been maintaining these parcels and our goal is to dispose of land no longer needed to release associated expenses and liability, as well as adding the properties back onto the local tax roll.

Once these parcels have been reviewed, please let me know how Taylor County wishes to proceed. Should you have any questions or wish to discuss these parcels in more detail, I can be reached directly at (904) 566-2021 or by e-mail at tracy.glansen@dot.state.fl.us. We thank you in advance.

Sincerely,

Tracy Glansen Senior Right of Way Agent

CERTIFIED MAIL: 7017 0190 0000 0966 9865

CERTIFIED MAIL: 7017 0190 0000 0966 9865

FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT TWO

PROJECT SECTION NO.:

38580-2601

D. O. T. PARCEL NO.:

23, Borrow Pit #3, Excess Parcel 328

TITLE SEARCH NO.:

TAX PARCEL NO.:

16-06-07-06312-050 assessed to St of FI

COUNTY:

Taylor

ROAD NO.:

SR S-361-A

REPORT THROUGH DATE:

December 8, 2006

CAPTION: Parcel No. 23, Borrow Pit #3, Excess Parcel 328

F. D. O. T. acquired their interest in Borrow Pit #3 through court action, entitled,"Law No. 768, State Road Department of Florida, an Agency of the State of Florida, and Taylor County, a political subdivision of the State of Florida, as Petitioners, v. Leland Ahearn, et al.**, as Defendants. Final Judgment for this case is filed in Official Records Book 47, page 446, on March 2, 1961.

**Thelma K. Platt.

FINDINGS:

Warranty Deed from Amos Kinsey, a widower, to Thelma K. Platt, in Official Records Book 35, page 160 through 162, inclusive, dated July 12, 1962, and recorded July 12, 1962.

Property Appraiser is currently assessed the property to State of Florida.

CONCLUSION:

The Final Judgment was duly recorded in Official Records Book 47, page 446 granting title to the Petitioners, and the Property Appraiser of Taylor County, Florida, is currently assessing the title to the State of Florida, Tallahassee, Florida 32304. (See copy of the assessment attached hereto and made a part hereof.) F. D. O. T. is the owner of the borrow pit in accordance with the final judgment, and may wish to notify the adjacent land owners.

Dated this 18th day of December, 2006.

Judith B. Rowell, CLS/CLC

Title Examiner/Abstractor-F. D. O. T.

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT, IN AUD FOR TAYLOR COUNTY, FLORIDA

LAW NO. 733

STATE ROAD DEPARTMENT OF FLORIDA, an Agency of the State of Florida,

and

1 1

TAYLOR COUNTY, a Political Subdivision of the State of Florida,

Paritirnare

FILED IN OFFICE THIS

MAR 9 1061

FINAL STORES

LELAND AHEARN et al.,

Terfar forte

of Florida, an Agency of the State of Florida, and Taylor County, a Political (abd)

Thelma K. Platt for the entry of a Final recent, and it especing to the Court that the parties were authorized to enter into such Motion, and the Court having - unined the approximal file 1 horses by the Court-appointed appraisans, and finding that the compensation to be gaid by the feritions as a fair content of the parties concerned, it is

ORDERED AND INJUDGED that the Definition, Their E. Pinit.

does have and recover of and from the fetitions the fact of

that the Defendant, Consolidated Financial Approximation, does have and recover of and from the intritoners the cut of one conduce forty-one Dollars and Seventy-Pike Conts (\$141.75), and that the personnt.

"动体"对于"生态"的

E. C. Dorman, does have and recover of and from the Petitioners
the sum of
, in full payment for the
property taken and damages resulting to contiguous property.
It is further
ORDERED that the clerk of this Court is authorized and
directed to pay the aforesaid sum of
to the Defendant, Thelma K. Flatt; the sum of One Hundred Forty-
One Dollars and Seventy-Pive Cents (\$141.75), to the Defendant,
Consolidated Financial Corporation; and the sum of
to E. C. Dorman, from the moneys deposited in the Registry of this
Court by the Petitioners; and it is further
ORDERED AND AEGUDGED that upon payment of the misterald
sums, by the Clark of this Court, the title to the following propert
o wit:

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ing Suit

411

SECTION 36500-2601(2002) STITE FORD 8-361-A DAYLOR CONTRY DESCRIPTIONS

2-7.41.44

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which vested in the Petitioners pursuant to the order of Taking and the deposit of money heretofore made, is approved, ratified, and confirmed.

DONE AND ORDERED in Chambers at County, Plorida this _ 7 day of ' A. D. 1964.

CIRCUIT JUDGE

MOTION

THOMAS R. BAYLESS, Attorney for the Petitioners, and THELMA K. PLATT, Defendant, respectfully move the entry of the foregoing Final Judgment.

> THOMAS R. BAYLESS Holland Building Tallahassee, Florida
> Of Counsel for the Petitioners.

THELMA K. PLATT

TAYLOR COUNTY ELA.

PLOORDED IN OFFICIAL RECORD 4/2 FACE 4/46-CHARLES RALPH CARLEST, CLERK

A THUE CO.-Y

Clark Circuit Court Taylog County, Florida By Kally County Deputy Clerk

4-1

04-QCD.12-Date: October 4, 2022

This instrument prepared by or under the direction of: Angela Hensel Interim Chief Counsel District Two Florida Department of Transportation 1109 South Marion Avenue Lake City, Florida 32025-5874

PARCEL NO.

23-R,45

(Excess Parcel #329)

SECTION NO.

38580-2602

F.P. NO.

n/a

COUNTY RD. NO. 361-A COUNTY OF

Taylor

COUNTY QUITCLAIM DEED

THIS QUITCLAIM DEED, Made this _____ day of ____ , 20 , by TAYLOR COUNTY, FLORIDA, a political subdivision of the State of Florida, 201 East Green Street, Perry, Florida 32347, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the said grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, does hereby remise, release and quitclaim unto the said grantee forever, all right, title, interest, claim and demand, if any, which said grantor has in and to the hereinafter described parcel of land situate in the County of Taylor, Florida, to wit:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST:	_ Taylor County, Florida
Print Name: Clerk (or Deputy Clerk)	by its Board of County Commissioners –
	BY:
	Print Name:

Exhibit "A"

SECTION NO. 38580-2602

COUNTY ROAD NO. 361-A

TAYLOR COUNTY

F.P. NO. N/A

PARCEL NUMBER 23-R,45

"HAUL ROUTE FOR BORROW PIT NO. 2 – LEFT OF STATION 897+71.92

That Part Of:

S1/2 Of SE1/4 Of SW1/4 Of Section 16, Township 6 South, Range 7 East, Lying Northerly Of And Within 40 Feet Of A Haul Road Survey Line, Described As Follows:

Begin At The Southwest Corner Of The SE1/4 Of The SW1/4 Of Section 16, Township 6 South, Range 7 East, Run Thence North 88°24'32" East 219.4 Feet To The End Of Borrow Pit Haul Road."

LaWanda Pemberton

From:

Glansen, Tracy < Tracy. Glansen@dot.state.fl.us>

Sent:

Wednesday, October 12, 2022 12:26 PM

To:

LaWanda Pemberton

Subject:

Request for Conveyance Documents (Section: 38580; Item: 212814-1; SR: CR 361-A;

County: Taylor; Parcels: 23 & 23-R; Excess Parcels 328 & 329)

Attachments:

Taylor County public purpose Deed Excess Parcel 328.pdf; Taylor County public purpose

RESOLUTION.pdf; P23-R,45 Haul Road for Borrow Pit No. 2 (Excess Parcel 329) Taylor

County RESOLUTION.pdf; QCD Taylor to FDOT - Excess Parcel #329.pdf

Importance:

High

Ms. Pemberton,

At the County's request, please find the documents for the following:

Excess Parcel 328 - FDOT to convey our 50% interest to Taylor County

Excess Parcel 329 - Taylor County to convey their 50% interest to FDOT

Tracy J. Glansen
Consultant, Senior Right of Way Specialist
Florida Department of Transportation
District Two Right of Way Office
2198 Edison Avenue, Mail Station 2814
Jacksonville, FL 32204

PH: 904-360-5696 tracy.glansen@dot.state.fl.us



QCD.13-Date: October 4, 2022

This instrument prepared by or under the direction of: Angela Hensel Interim Chief Counsel District Two Florida Department of Transportation 1109 South Marion Avenue Lake City, Florida 32025-5874

PARCEL NO.

23-R.45

(Excess Parcel #329)

SECTION NO.

38580-2602

F.P. NO.

n/a

COUNTY RD. NO. 361-A COUNTY OF

Taylor

RESOLUTION

ON.	MOTION	of C	ommissioner_			, .:	seconded	by
Commission	oner			, the follow	ing Resolution wa	as adop	ted; and	
WH	HEREAS, the	State	of Florida De	epartment of	Transportation	originally	y purpose	d to
construct o	or improve St	ate Roa	d No. S-361-	A, Section No	o. 38580-2602, F	. P. No	n/a, in Ta	aylor
County, Flo	orida; and							

WHEREAS, it is necessary that certain interest now owned by Taylor County be acquired by the State of Florida Department of Transportation; and

WHEREAS, said property is not needed for County purposes; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a deed, or deeds, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said County has in and to said lands required for transportation purposes, and said request having been duly considered.

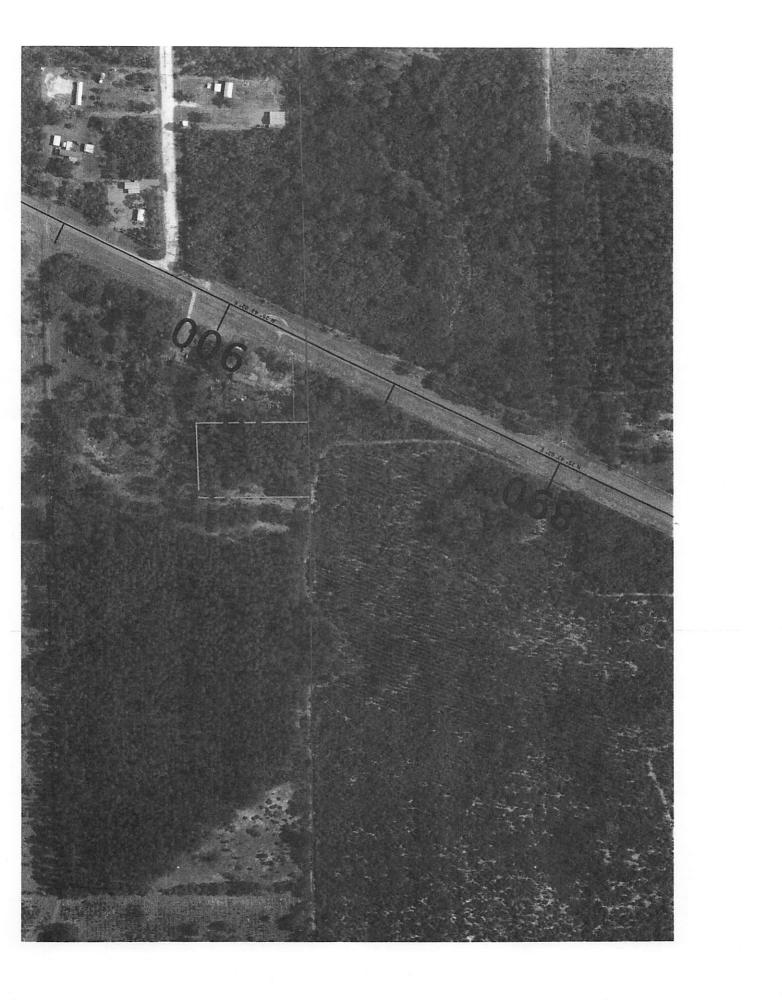
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that the application of the State of Florida Department of Transportation for a deed, or deeds, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed, or deeds, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Taylor County in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be \$_

Board of County Commissioners

Taylor County, Florida

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith

to the State of Florida Department of Transportation at Lake City, Florida.





TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval reducing the number of Taylor County Recreation Advisory Board (TCRAB).



MEETING DATE REQUESTED: October 18, 2022

Statement of Issue:

To allow for the transaction of TCRAB business.

Recommended Action:

Approve

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per Taylor County code 54-22 there are currently 7 members of the Taylor County Recreation Advisory Board. Due to obligations of TCRAB members it has been difficult to conduct TCRAB business due to the lack of a quorum.

The County Administrator requests consideration of reducing the number of TCRAB members from 7 to 5, which would allow 3 members present to constitute a quorum. Two current members of TCRAB have stepped down from the board due to other commitments.

Options:

Approve/Not approve

Attachments:

Taylor County Code 54-22

Taylor County Recreation Advisory Board (TCRAB) as of 05.27.2022

Name	Represents	Address	Email	Phone Number	Term	Term Began	Term End
Sherry Blanton	1)Trail 2)Soccer 3)Baseball	1720 Fortner Dr. Perry, FL 32347	Jerez1388@hotmail.com	838.7889 (home) 584.0635 (work)	3 Years	02.19.2019	02.19.2022
Alan C Hall	City Council	224 S. Jefferson St, Perry, FL 32347	alanhall@fairpoint.net; councilmanhall@fairpoint.net	843.3418 (cell)	N/A	N/A	N/A
William Hall	1)Baseball 2)Soccer 3)Football	2730 Lundy Lane Perry, FL. 32347	Wthj08@gmail.com	843.1180 (home) 223.1360 (work)	3 years	03.02.2020	03.02.2023
Vacant	Parks & Rec Manager	1685 US 19 Perry, FL 32347	Rec.coordinator@taylorcountygov.com		N/A	N/A	N/A
Jamie English	ВОСС	201 E Green St Perry, FL 32347	jenglish@taylorcountygov.c om	838.6766 (cell)	N/A	N/A	N/A
George Pridgeon	1)Baseball 2)Soccer 3)Football	103 Bishop Blvd Perry, FL 32347	georgepridgeon@gmail.com	843.1722 (cell)	3 years	03.01.2021	03.01.2024
Tasha Towles	1)Trail 2)Baseball 3)Softball	830 E. Cherry St. Perry, FL. 32347	tashatowles@gmail.com	843.1773 (cell)	3 years	03.16.2021	03.16.2024
Beth Flowers	1)Baseball 2)Football 3)Softball	4868 Turner Rd. Perry, Fl. 32348	Bethflowers2414@icloud.co m	838.6856 (cell)	3 years	04.05.2021	04.05.2024
Cori Johnson	1)Baseball 2)Football 3)Softball	106 Judson Dr. Perry, FL 32348	Corijohnson87@gmail.com	850.843.2177 (cell)	3 years	04.20.2021	04.20.2024
Justin Dean	1)Softball 2)Soccer 3)Baseball	2130 E US Hwy. 27 Perry, FL. 32347	justinbradleydean@gmail.co m	850.584.2456(home) 850.223.2600 (work)	3 years	06.22.2021	06.22.2024
LaWanda Pemberton	County Administrator	201 E Green St. Perry, FL. 32347	LPemberton@taylorcountyg ov.com	850.838.3500 ext. 106	N/A	N/A	N/A

Sec. 54-22. - Taylor County Recreation Advisory Board (TCRAB).

- (a) *Created.* There is hereby created by the board of county commissioners a county recreation advisory board, to be known as the Taylor County Recreation Advisory Board (TCRAB).
- (b) *Definition*. The TCRAB advises the county administrator and/or his designee on the Taylor County Sports Complex.
- (c) Composition. The TCRAB shall consist of seven members, each of whom shall be a registered voter of Taylor County as well as being a current resident of the county. Positions shall be advertised and applications received by the board of county commissioners. The commission shall appoint the members to the TCRAB in a regularly scheduled commission meeting. Appointees are to be representative of all sports played at the County Sports Complex including but not limited to soccer, football, baseball, softball, basketball, tennis, users of the trail.
- (d) Appointment Process. Initially, the board of county commissioners shall appoint four members for a term of three years, three members to a term of two years. Thereafter, members shall serve three-year terms. Members may be re-appointed. Any vacancy of the TCRAB shall be filled for the un-expired term in the same manner as required for a regular appointment. Four members of the TCRAB shall constitute a quorum for the transaction of business. An affirmative vote of a majority of the members of the TCRAB present shall be required to authorize any action or formulate a position of the TCRAB.
- (e) Members may not hold an elective office. The members of the TCRAB may not hold any elective office.
- (f) Officers. At the first regularly scheduled meeting in January of each year, the TCRAB shall elect from its members a chair and a vice-chair. The vice-chair shall act in the absence or disability of the chair. In case the chair or vice-chair vacates their appointment, the board shall immediately select a replacement. A designee appointed by the county administrator shall serve as the secretary to the TCRAB.
- (g) *Meetings*. The TCRAB shall establish its regular meeting time and location, which shall not be less often than once every month. The TCRAB is to comply with the Florida Sunshine Law for Advisory Boards.

 Training on the Florida Sunshine Law will be provided by the county administrator or county attorney at the January meeting annually.
- (h) *By-Laws*. The TCRAB shall adopt by-laws and rules of procedure to govern its operation. No by-law or rule of procedure shall be effective until approved by the board of county commissioners. The by-laws and rules to procedure may be amended at any time by the TCRAB with the approval of the board of county commissioners.
- (i) *Recreational philosophy.* The TCRAB will have the responsibility and authority to develop a guiding philosophy regarding recreation which will promote inclusiveness, enrichment, consistency, fairness, and sportsmanship.
- (j) Scheduling prioritization. The TCRAB will have the authority to determine the scheduling priorities for all community use of the facilities while protecting and providing for scheduled maintenance, and improvements. Facilities are available for community use after recreational league usage is scheduled. Conflicting league play should be avoided.
- (k) Duties. In addition to those duties set out in other sections of this code, the TCRAB shall have the

following duties:

- (1) Advise the county administrator and/or his/her designee on all Sports Complex activities.
- (2) The TCRAB shall assist in the development of policies and procedures related to programming and facility use of the county's recreation facilities.
- (3) Provide input for the county administrator's consideration in preparing a budget request for consideration by the board of county commissioners.
- (4) Funding, ownership and maintenance of the Sports Complex will remain the board of county commissioners and their designee. The TCRAB shall make an annual report of its activities to the board of county commissioners.

(Ord. No. 2011-01, 1-3-2011)

about:blank



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of the settlement statement for property sale to Cynthia Collins.



MEETING DATE REQUESTED: October 18, 2022

Statement of Issue: To complete sale of vacant property located on Marina Road

and designate use of funding.

Recommended Action: Approve

Fiscal Impact: \$20,000

Budgeted Expense: No

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On September 9, 2022 the Board of County Commissioners accepted the bid of \$20,000 from Cynthia Collins for the county owned parcel located on Marina Road in Keaton Beach, parcel ID 06842-150.

*Note – this is the smaller of the two parcels.

Curtis Law Firm is handling the transaction on behalf of Taylor County and have prepared a settlement statement for Board approval.

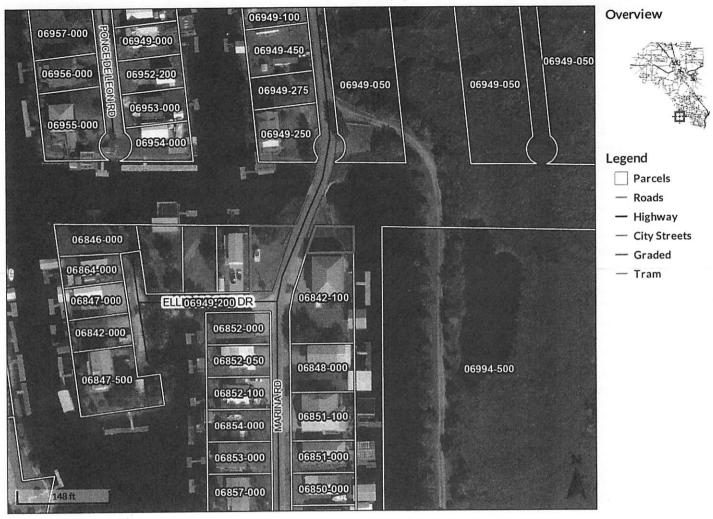
Options: Ap

Approve/Not approve

Attachments:

Settlement Statement

Мар



Parcel ID Sec/Twp/Rng 06842-150 35-07-07

Property Address Unassigned Location RE

Alternate ID n/a

Class Vacant n/a Acreage

Owner Address TAYLOR COUNTY

P O BOX 620 PERRY FL 32348

District

Brief Tax Description

CO

LEG 0000.18 ACRES - KEATON BEACH UNIT 1 - N 40 FT LOT 1 & ALL LOTS 2 & 3 BLK - A LESS THAT PART OF LOT 2

DESC IN - OR 501-755 - OR 307-3 499-411 (Note: Not to be used on legal documents)

Date created: 10/12/2022

Last Data Uploaded: 10/11/2022 10:47:10 PM

Developed by Schneider

A. Settlement Statement	U.		t of Housing and OMB Approval No. 2502 velopment	-0265
		Orban De	veiopinent	
B. Type of Loan 1. □ FHA 2. □ RHS 3. □ Conv. Unins	4. 🗆 V	A 5. Conv. Ins	s 6. ☑ Cash 7. ☐ Other	
	Loan Nun		10. Mortgage Insurance Case Number	
This form is furnished to give you	ı a statement	of actual settlement co	osts. Amounts paid to and by the settlement agent are shown. It	ems marked
C. NOTE: "(p.o.c.)" were paid outside the cl	osing, they a	re shown here for info	rmational purposes and are not included in the totals.	
D. NAME AND ADDRESS OF BORROWER:	Cynthia C			
		on Pond Rd., Preston.		
E. NAME AND ADDRESS OF SELLER:			cal subdivision organized and existing pursuant to Article VII	of the
		on of the State of Flor		
F. NAME AND ADDRESS OF LENDER:	ZUL EAST C	Green Street, Perry, F	L 32347	
F. NAME AND ADDRESS OF LENDER:	į			
G. PROPERTY LOCATION:	Vacant M	arina Rd.		
G. I ROT DATE I DOCUMENT	Perry FL			
H. SETTLEMENT AGENT		s Law Firm, P.A.		
	103 N. Jef	Terson Street, Perry F	7L 32347	
	(850) 584-	5299		
PLACE OF SETTLEMENT				
	103 N. Jef	ferson Street, Perry F		
I. SETTLEMENT DATE: 10/31/2022			DISBURSEMENT DATE 10/31/2022	
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller	
101. Contract Sales Price		20,000.00	401. Contract Sales Price	20,000.00
102. Personal Property			402. Personal Property	
103. Settlement charges to borrower (line 1400)		543.50	403.	
104.			404.	
105.			405.	
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance	
			406. City/town taxes	
106. City/Town taxes			407. County taxes	
107. County taxes			408.	
108.				
109.			409.	
110.			410.	
111.			411.	
112.			412.	
120, Gross Amount Due From Borrower		20,543.50	420. Gross Amount Due To Seller	20,000.00
200. Amounts Paid By Or In Behalf Of Borrowe	<u> </u>		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money			501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to	
204.			504.	
205.			505.	•
206.		i	506.	
207.			507.	
208.			508.	
209.			509.	-
			Adjustments for items unpaid by seller	<u> </u>
Adjustments for items unpaid by seller		Γ	510. City/Town taxes	
210. City/Town taxes			511. County taxes 01/01/2022 to 09/30/2022	
211. County taxes 01/01/2022 to 09/30/2022				
212. Assessments			512. Assessments	
213.			513.	
214.			514.	
215.			515.	
216.			516.	
217. 517.				
218. 518.				
219.			519.	
220. Total Paid By/For Borrower			520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		•	600. Cash At Settlement From/To Seller	
301. Gross Amount due from borrower (line 120)		20,543.50	601. Gross Amount due to Seller (line 420)	20,000.00
302. Less amounts paid by/for borrower (line 220)			602. Less reductions in amount due seller (line 520)	
303. CASH From BORROWER		20,543.50	603. CASH To SELLER	20,000.00

303. CASH From BORROWER 20,543.50 603. CASH To SELLER 20,000.00

We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on October 31, 2022.

4

L. SETTLEMENT CHARGES		
700. Total Real Estate Broker Fees	Paid From	Paid From
Division of commission (line 700) as follows:	Borrower's	Seiler's
701.	Funds at	Funds at
702.	Settlement	Settlement
703. Commission paid at settlement		
704.		
705.		
706.		
800. Items Payable In connection with Loan		
801. Loan Origination Fee to		
802. Loan Discount to		
803.		
804.		
805.		
806.		
900. Items Required By Lender To Be Paid In Advance	-	
901, Interest from From 10/31/2022 To 11/01/2022		
902. Mortgage insurance premium		
903. Hazard Insurance premium		
904.		
905.		
1060. Reserves Deposited With Lender		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City property taxes		
1004. County property taxes months at per month		ļ
at per monin 1005. Annual assessments		
1006.		
1007.		
1008. Aggregate Adjustments		
1100. Title Charges 1101. Closing Fee to The Curtis Law Firm, P.A.	410.00	
1102. Title Search Fee to The Curtis Law Firm, P.A.		
1103. Courier Fee to The Curtis Law Firm, P.A.		
1104, 1099 Fee to National 1099		
1105. Wire Fee to TCLF		
1106.		
1107. Attorney's fees		
1108. Title Insurance to First American Title Insurance Company	115.00	
1109. Lender's coverage @\$.00		
1110. Owner's coverage \$20,000.00 @ \$ 115.00		
IIII.		
1112.		
1113. Title Insurance Commission to The Curtis Law Firm, P.A. (80.50 POC)		
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$18.50 Mortgage Releases	18.50	
1202. City/county tax/stamps Deed Mortgage		
1203. State tax/stamps: Deed Mortgage		
1204.		
1205.	<u> </u>	
1300. Additional Settlement Charges		
1301. to	ļ	
1302.		
1303.		
1304.		
1305.		
1400. TOTAL SETTLEMENT CHARGES	242.50	
We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settler	543,50 nent Statement (Pag	es 1 and 2) on
We, the undersigned, identified in Section D hereof and Setter in Section E hereof, hereby acknowledge receipt of this completed Settler October 31, 2022.	canomom (Fag	
0 U. m. (- 0 P) 11	ulaiaa aaar-!4	l minting commercia
Buyer Cynthia Collins Seller Taylor County, Florida, a political subdivito Article VIII of the Constitution of the State of		
to Atuete 111 of the Constitution of the State C		p-, Cimeninan
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the	e funds to be disbur	sed in accordance
with this statement.		
Continues Annaly Date:		

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of the settlement statement for property sale to John H. Webb, II and Jeri R. Webb.



MEETING DATE REQUESTED:

October 18, 2022

Statement of Issue:

To complete sale of vacant property located on Marina Road

and designate use of funding.

Recommended Action:

Approve

Fiscal Impact:

\$99,500

Budgeted Expense:

No

Submitted By:

LaWanda Pemberton, County Administrator

Contact:

850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On September 9, 2022 the Board of County Commissioners accepted the bid of \$99,500 from John H. Webb and Jeri R. Webb for the county owned parcel located on Marina Road in Keaton Beach, parcel ID 06842-150. *Note - this is the larger of the two parcels.

Curtis Law Firm is handling the transaction on behalf of Taylor County and have prepared

a settlement statement for Board approval.

Options:

Approve/Not approve

Attachments:

Settlement Statement

Map

Urban Development						
B. Type of Loan		0.04				
1. FHA 2. RHS 3. Conv. Unins	4. 🗆 V	A 5. Conv. In:	s 6. 🗹 Cash	7. Other		
	2. Loan Nun				Insurance Case Number	
This form is furnished to give you	u a statement	of actual settlement co	sts. Amounts paid to	and by the settl	ement agent are shown. I	ems marked
C. NOTE: "(p.o.c.)" were paid outside the cl				are not include	d in the totals.	
D. NAME AND ADDRESS OF BORROWER:		ebb, II and Jeri R. W				
20545 Marina Rd., Perry, FL 32348 E. NAME AND ADDRESS OF SELLER: Taylor County, Florida, a political subdivision organized and existing pursuant to Article VIII of the					I of the	
E. HAME AND ADDRESS OF SECOND	Constitution of the State of Florida					
	201 East (Green Street, Perry, F	L 32347			
F. NAME AND ADDRESS OF LENDER:	1					
G. PROPERTY LOCATION:	Vacant M	arina Rd.				
	Perry FL					
H. SETTLEMENT AGENT	The Curti	s Law Firm, P.A.				
		ferson Street, Perry I	L 32347			
	(850) 584-	5299				
PLACE OF SETTLEMENT	102 37 1-6	Yanan Canasa Damer F	77 22247			
I. SETTLEMENT DATE: 10/31/2022	103 N. Jei	ferson Street, Perry I	DISBURSEMENT I	DATE	10/31/2022	
			K. Summary of Sell			
J. Summary of Borrower's Transaction 100. Gross Amount Due From Borrower			400. Gross Amount		-	
101. Contract Sales Price		99,500.00	401. Contract Sales P			99,500.00
		99,300.00	402. Personal Proper			77,300.00
102. Personal Property		1,085.63	403.	·y	 	
103. Settlement charges to borrower (fine 1400)		1,063.03	404.			
104.			405.			
105.		L			ta aduana	
Adjustments for items paid by seller in advance		r	Adjustments for iter	ms paid by sene	r m advance	
106. City/Town taxes			406. City/town taxes			
107. County taxes			407. County taxes			
108.			408.			
109.			409.			
110.			410.		· · · · · · · · · · · · · · · · · · ·	
111.			411.			
112.			412.			
120. Gross Amount Due From Borrower		100,585.63	420. Gross Amount			99,500.00
200. Amounts Paid By Or In Behalf Of Borrowe	r		500. Reductions In	Amount Due Te	Seller	
201. Deposit or earnest money			501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)			502. Settlement charg	ges to seller (line	1400)	
203. Existing loan(s) taken subject to			503. Existing loan(s)	taken subject to		
204.			504.			
205.			505.			•
206.			506.			
207.			507.			
208.			508.			
209.			509.			
Adjustments for items unpaid by seller			Adjustments for iter	ms unpaid by s	eller	
210. City/Town taxes			510. City/Town taxes			
211. County taxes 01/01/2022 to 10/31/2022			511. County taxes	01/01/2022 to 10	0/31/2022	
212. Assessments			512. Assessments			
213.			513.			
214.	514.					
215. 515.						
216. 516.						
217. 517.						
218. 518.						
219.			519.	' '		
220. Total Paid By/For Borrower			520. Total Reduction	n Amount Due	Seller	
300. Cash At Settlement From/To Borrower		L	600, Cash At Settler			
301. Gross Amount due from borrower (line 120)		100,585.63	601. Gross Amount d			99,500.00
302. Less amounts paid by/for borrower (line 220)		,	602. Less reductions			
303. CASH From BORROWER		100,585.63	603, CASH To SEL			99,500.00
JUJ. CAULI FIVIII DONNO II EN						

U.S. Department of Housing and

OMB Approval No. 2502-0265

٦,

A. Settlement Statement

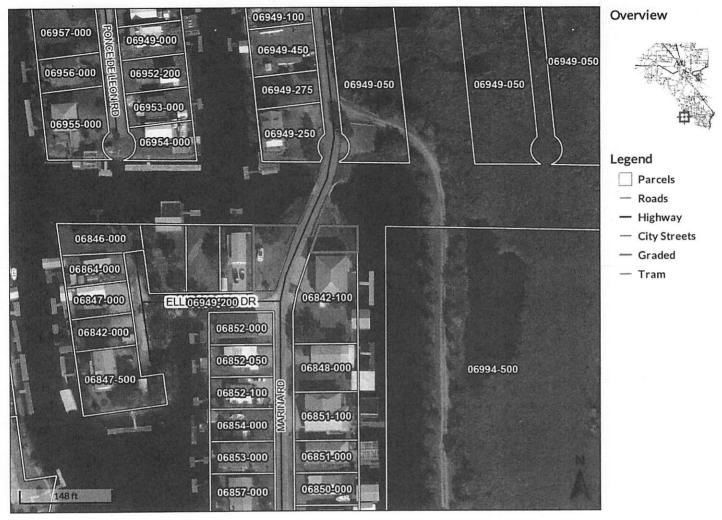
We, the undersigned, identified in Section D hereof and Seller in Section E hereof, hereby acknowledge receipt of this completed Settlement Statement (Pages 1 and 2) on October 31, 2022.

				
L. SETTLEMENT CHARGES				
700. Total Real Estate Broker Fe	es		Paid From	Paid From
Division of commission	(line 700) as follow:	¥	Borrower's	Seller's
701.	,		Funds at	Funds at
			Settlement	Settlement
702.			Seutement	Settlement
703. Commission paid at settlemen	ıt			
704.				
705.				
706.				
800. Items Payable In connection	with Loss			

801. Loan Origination Fee		to		
802. Loan Discount		to		
803.				
804.				
805.			- 	
806.				
000 Isama Basulus Bu Lander	Co De Boid In Adv			
900. Items Required By Lender	O DE FRIG III AUVE			
901. Interest from		From 10/31/2022 To 11/01/2022		
902. Mortgage insurance premium				
903. Hazard Insurance premium				
904.			- - 	
905.				
1000 Day Day Start Wish I				
1000. Reserves Deposited With L	ennei			
1001. Hazard Insurance				
1002. Mortgage Insurance				
1003. City property taxes				
1004. County property taxes month	ne			
	15		1 1	
at per month				
1005. Annual assessments				
1006.				
1007.			l i	
1008. Aggregate Adjustments				
1100. Title Charges				
		to The Curtis Law Firm, P.A.	410.00	
1101. Closing Fee			85.00	
1102. Title Search Fee		to FATICO	83.00	
1103. Courier Fee		to The Curtis Law Firm, P.A.		
1104. 1099 Fee		to National 1099	!	
1105. Wire Fee		to TCLF		
		10 1001		
1106.				
1107. Attorney's fees				
1108. Title Insurance		to First American Title Insurance Company	572.13	
1109. Lender's coverage @\$.0	·n			
				
1110. Owner's coverage \$99,500	.00@\$ 572.13			
1111.				
1112.				
		to The Curtis Law Firm, P.A. (400.49 POC)		
1113. Title Insurance Commission		to the Carts Caw that, the (400.45 100)		
1200. Government Recording an	d Transfer Charge	**************************************		
	Deed \$18.50	Mortgage Releases	18.50	
1201. Recording fees:				
1202. City/county tax/stamps	Deed	Mortgage		
1203. State tax/stamps:	Deed	Mortgage		
1204.				L
1205.				
1200.				
1300. Additional Settlement Cha	rges			
1301.		to		
1302.				
1303.				
1304.				
1305.				
1303.				
1400, TOTAL SETTLEMENT	CHARGES			
			1,085.63	L
We, the undersigned, identified in October 31, 2022. Buyer John B. Webb, II	Section D hereof ar	nd Seller in Section E hereof, hereby acknowledge receipt of this complete Seller Taylor County, Florida, a politic to Article VIII of the Constitution of th	al subdivision organized and	existing pursuant
Buyer Jeri R. Webb				
The HUD-1 Settlement Statement with this statement.	which I have prepar	red is a true and accurate account of this transaction. I have caused or will	cause the funds to be disburs	ed in accordance

Settlement Agent: ______ Date: _____

Taylor County Property Approiser Shawna Beach, CFA Taylor County, FL



Parcel ID Sec/Twp/Rng 06842-150

35-07-07

Property Address Unassigned Location RE

Alternate ID n/a

Class

Vacant

Acreage

n/a

Owner Address TAYLOR COUNTY

P O BOX 620

PERRY FL 32348

District

CO

Brief Tax Description

LEG 0000.18 ACRES - KEATON BEACH UNIT 1 - N 40 FT LOT 1 & ALL LOTS 2 & 3 BLK - A LESS THAT PART OF LOT 2

DESC IN - OR 501-755 - OR 307-3 499-411 (Note: Not to be used on legal documents)

Date created: 10/12/2022

Last Data Uploaded: 10/11/2022 10:47:10 PM

Developed by Schneider