#### SUGGESTED AGENDA

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

## MONDAY, DECEMBER 10, 2018 6:00 P.M.

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

#### REGULAR MEETING

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

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

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

## BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE TO AMEND THE TAYLOR COUNTY CODE OF ORDINANCES, REGARDING DEFINITIONS OF AGGRESSIVE DOG AND PROVOKED DOG (COUNTY ORDINANCE NO. 98-6).

#### CONSENT ITEMS:

- 5. APPROVAL OF MINUTES OF SEPTEMBER 13 AND 18, 2018 AND NOVEMBER 14 AND 15, 2018 (NOVEMBER MINUTES ARE OUT OF MEETING ORDER, AS THEY NEED TO BE APPROVED IN ORDER TO COMPLY WITH A PUBLIC RECORDS REQUEST).
- 6. EXAMINATION AND APPROVAL OF INVOICES.
- 7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND AND THE MSTU FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
- 8. THE BOARD TO CONSIDER APPROVAL OF HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR BIG TOP MANUFACTURING, AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.
- 9. THE BOARD TO CONSIDER APPROVAL OF T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR JOHN GENTRY, AS AGENDAED BY THE GRANTS COORDINATOR.
- 10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO REMOVE SURPLUS COUNTY ASSETS, AS AGENDAED BY THERESA COPELAND, IT DIRECTOR.
- 11. THE BOARD TO CONSIDER APPROVAL OF CORRECTED LETTER FOR DISTRIBUTION OF FUNDS FOR THE EDWARDS MEMORIAL JUSTICE ASSISTANCE GRANT FOR THE TAYLOR COUNTY SHERIFF'S OFFICE DRUG TASK FORCE, AS AGENDAED BY SARAH WEIRICK, 911 COORDINATOR.

## PUBLIC REQUESTS:

- 12. THOMAS EARL PADGETT TO APPEAR TO DISCUSS PRELIMINARY APPLICATION FOR RESIDENTIAL SOLID WASTE SERVICES PERMIT.
- 13. BISH CLARK TO APPEAR TO DISCUSS POSSIBLE REQUEST FOR EASEMENT THROUGH COUNTY PROPERTY AT DARK ISLAND BOAT RAMP.

#### CONSTITUTIONAL OFFICERS/OTHER GOVERNMENT UNITS:

- 14. THE BOARD TO CONSIDER THE APPOINTMENT OF ONE (1) MEMBER TO THE BIG BEND WATER AUTHORITY (BBWA) BOARD OF DIRECTORS, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER.
- 15. STEPHEN BROWNING AND JAMES DRIGGERS, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO APPEAR TO PRESENT THE FALL UPDATE.

#### COUNTY STAFF ITEMS:

- 16. THE BOARD TO CONSIDER APPROVAL OF THE INVITATION TO BID, WORK WRITE UP/BID FORMS, ADVERTISING FOR THE REHABILITATION OF THREE (3) HOMES AND THE DEMOLITION AND CONSTRUCTION OF TWO (2) HOMES THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
- 17. THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS/ADVERTISING FOR THE LEASING OF 80 +/- ACRES TO BE HARVESTED AS HAY AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.
- 18. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO FULLY FUND THE BIG BEND TRANSIT "IN TOWN" SHUTTLE DURING THE HOLIDAYS, AS AGENDAED BY THE GRANTS COORDINATOR.

GENERAL BUSINESS:

- 19. THE BOARD TO DISCUSS THE TAYLOR COUNTY SPORTS COMPLEX PARK RULES, AS AGENDAED BY CHAIRMAN FEAGLE.
- 20. THE BOARD TO DISCUSS AMENDED DRAFT BOARD CALENDAR FOR FY 2018/2019, AS AGENDAED BY CHAIRMAN FEAGLE.
- 21. THE BOARD TO DISCUSS SCHEDULING A PLANNING RETREAT, AS AGENDAED BY CHAIRMAN FEAGLE.

#### COUNTY ATTORNEY ITEMS:

22. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE EMPLOYMENT CONTRACT WITH LAWANDA PEMBERTON, ACTING COUNT ADMINISTRATOR. COUNTY ADMINISTRATOR ITEMS:

- 23. THE BOARD TO CONSIDER APPROVAL OF SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF FLORIDA, FOR THE CONTINUED PLACEMENT OF THE MARINE AGENT IN TAYLOR COUNTY, AS AGENDAED BY LAWANDA PEMBERTON, ACTING COUNTY ADMINISTRATOR.
- 24. THE ACTING COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
- 25. <u>COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED</u> ITEMS:
- 26. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, <u>IF APPLICABLE</u>, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:www.taylorcountygov.com
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, ACTING COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- 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.

## ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY OF TAYLOR COUNTY. COMMISSIONERS FLORIDA WHICH AMENDS THE TAYLOR COUNTY CODE OF ORDINANCES, ARTICLE I SECTION 14-1 DEFINITIONS OF AGGRESSIVE DOG AND PROVIDES A DEFINITION OF PROVIDING FOR PROVOKED DOG: PROVIDING AN SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners have found that the Definitions of Aggressive dog and Provoked dog should be defined.

# IT IS THEREFORE ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT:

**Section 1.** That the Definition of Aggressive Dog is amended to: *Aggressive Dog* shall mean any dog that has been declared aggressive as a result of an investigation and determination from animal control because the dog:

- 1. Has severely injured or killed a domestic animal, fowl, or livestock while off the owner's property.
- 2. Has, when unprovoked, chased or approached a person or another animal up9on the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by animal control.

**Section 2.** The Definition of a **Provoked Dog** is one that has been teased, irritated, abused or induced to bother or attack a person or another animal by a person.

**Section 3.** Severability. If any section, portion or phrase of this Ordinance is ruled invalid or unconstitutional by any court of competent jurisdiction the remainder of this Ordinance shall remain in full force and effect.

**Section 4.** Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

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

## BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

## PAM FEAGLE, Chairperson

ATTEST

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ANNIE MAE MURPHY, Clerk of Court

## NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida, will hold a Public Hearing on the passage of a proposed Ordinance to amend the Taylor County Code of Ordinances, Article I Section 14-1, regarding Definitions of Aggressive Dog and Provoked Dog. The Public Hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular Board meeting on <u>MONDAY, DECEMBER 10, 2018</u>, at <u>6:00 P.M., or as soon</u> **thereafter as possible.** The title of the proposed Ordinance is:

> AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA WHICH AMENDS THE TAYLOR COUNTY CODE OF ORDINANCES, ARTICLE I SECTION 14-1 DEFINITIONS OF AGGRESSIVE DOG AND PROVIDES A DEFINITION OF PROVOKED DOG; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed Ordinance may be inspected by the public at the office of the Clerk of Court, located in the Taylor County Courthouse, Perry, Florida.

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

DATED this <u>16TH.</u> day of <u>November, 2018</u>, by <u>ANNIE MAE MURPHY</u>, Clerk of the Circuit Court and Clerk to the Board of County Commissioners of Taylor County, Florida.

LEGAL SECTION WED. 11/21/18 I ISSUE BILL T.C.B.C.C

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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, 2019, 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, 2019.

Amount	Account	Account Name
Revenue:		
\$10,342	001-3342007	911 Rural County Maintenance(Fall)Grant
Expenditu	res:	
\$10,342	0255-54630	R&M - Office Machine/Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 10th day of December, 2018 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner\_\_\_\_\_\_, seconded by Commissioner \_\_\_\_\_\_, and carried unanimously.

Chairman

Annie Mae Murphy, Clerk-Auditor

New Grant Awarded for 2019 FY - 2018 Fall Grant



Florida E911 Board 4030 Esplanade Way Tallahassee, FL 32399-0950 Tel: 850-922-7451 Fax: 850-488-9837 https://www.dms.myflorida.com/business\_operations/telecommunications/enhanced\_911

November 19, 2018

Taylor County Board of County Commissioners ATTN: Finance & Accounting P.O. Box 620 Perry, FL 32348

FEID #: 59-6000879

Subject: Fall 2018 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Fall 2018 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis.

In accordance with the Rural County - Reimbursement Application Section 8.0, Financial and Administrative Requirements, subsection 8.1 states that grant funds be provided on a cost reimbursement basis. Subsection 8.3 states that upon written request and accompanying documentation justifying the need, a county may receive a payment of funding with a completed Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the county shall submit verification of payment to the vendor.

The following provides details concerning the Fall 2018 grant(s) to Taylor County:

<u>Grant Number</u>	CSFA #	Amount Requested	Amount Approved	Purpose
18-11-14	72.001	\$10,342.00	\$10,342.00	
			\$10,342.00	E911 ALI Database and UPS Maintenance
To	tal Grant Awa	rds:	\$10,342.00	

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon • Benjamin S. Guthrie David A. Konuch • Matthew E. Matney • Tomer Nadler • Christie A. Pontis • Ira U. Pyles • Casey E. Reed

Fall 2018 Rural County - Reimbursement Grant Program Page Two

Separate interest-bearing accounting is required for the receipt and expenditure of all E911 grant revenues. Reimbursement request(s) shall include only expenditures claimed against the specific grant number awarded and include verification copies of purchase orders and paid vouchers, invoices and copies of checks or journal transfers.

The Florida Single Audit Act was established by the 1981 Legislature in Section 215.97, Florida Statues, which became effective on July 1, 2000. All E911 grant funding is subject to the Florida Single Audit Act; acceptance of these funds signifies your acceptance of the requirement to comply with the Florida Single Audit Act.

The Board as an awarding agency and the County as a recipient must comply with the requirements of this Act. Please reference Sections 5, 6 and 7 of the Florida Single Audit Act at the following web site address:

## https://apps.fldfs.com/fsaa/statutes.aspx

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

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Matthew Matney, Chief Bureau of Public Safety - E911

MM/KR

cc: Taylor County 911 Coordinator

911 Rural County Maint Reimbursement Grant Dept. #0255

Revenue	Department of Management Services For upkeep and maintenance of 911 systems	\$10,342.00
	in rural areas	
Total Revenue		\$10,342.00

## 911 Rural County Maint Reimbursement Grant Dept. #0255

Expenditures

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54630	R&M OFFICE MACHINES/EQUIP	\$10,342.00
	Cost associated with repair & maint. of 911	
Total Expenditures		\$10,342.00

11/20/18 Sarah Weinip

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 MSTU FUND for the fiscal period ending September 30, 2019, 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 **MSTU FUND** budget for the fiscal year ending September 30, 2019.

Amount	Account	Account Name
Revenue: \$1,400	107-3699021	Misc - SCBA Refills
Expenditure \$1,400	es: 0192-54620	County Fire Department - R&M Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 10th day of December, 2018 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2019 with a motion by Commissioner\_\_\_\_\_\_, seconded by Commissioner \_\_\_\_\_\_, and carried unanimously.

Chairman

Annie Mae Murphy, Clerk-Auditor

Non-budgeted funds received from Georgia Pacific - for air fills provided by Taylor County Fire Department

GP Cellulose, LLC		VENDOR NUMBER G194551	DATE 11-22-2018	CHECK NUMBER 494509
hoenix, AZ 85082-1270 DATE INVOICE #	GROSS AMOUNT			CHER #PO #/CNTR#
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	TAYLOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITL	
Meeting Date:	December 10, 2018
Statement of Is	sue: Board to approve Hangar Lease Agreement at Perry-Foley Airport for Big Top Manufacturing.
Recommendati	on: Approve Hangar Lease Agreement
Fiscal Impact:	\$ This hangar leases for \$343.00 per month plus tax       Budgeted Expense: Yes       No       N/A
Submitted By:	Jami Boothby, Grants Coordinator
Contact:	Jami Boothby
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts a	& Issues: Big Top Manufacturing is requesting a renewal of a hangar lease agreement at the Perry-Foley Airport for a two year period. This hangar leases for \$343.00 per month plus tax.
Options:	1. Approve the lease agreement.
	2. Deny the lease agreement.
Attachments:	1. Lease Agreement for Big Top Manufacturing.
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JIM MOODY District 2 SEAN MURPHY District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



7

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

## Perry-Foley Airport Corporate Lease Agreement Ramp Space for Shade Hangar

This Ramp Space for Shade Hangar Agreement (the "Agreement") entered into as of this <u>Stud</u>day of <u>November</u>, 20 by and between <u>Board of County Commissioners of Taylor County</u>, <u>Florida</u> ("Lessor") and <u>Big Top Manufacturing</u> ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

## 1. Ramp Space for Shade Hangar:

Lessor hereby leases to Lessee an area of 4,900 square feet for the use of parking and tie down space located at Perry-Foley Airport, 517 Industrial Park Drive Perry, Florida 32348. The aircraft shade hangar, hereinafter called the "Hangar," erected in this location will be purchased by the Lessee. The Hangar shall be used and occupied by Lessee solely for the storage of aircraft which will be stored in the shade hangar as listed in "Attachment A". Lessee will inform Lessor immediately if there are changes to "Attachment A". Exception will be granted for aircraft owned by a customer/client of Big Top Manufacturing, Inc. and for medical transport aircraft and/or helicopters for a period of no more then seven (7) days.

2. Term:

The term of this agreement shall be a two (2) year period, commencing on the **All** day of **November**, 20 Payable on the 1<sup>st</sup> day of each month, during the term of this lease. This lease agreement may be renewed for additional terms.

#### 3. Rent:

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Lessee shall pay the Lessor \$0.07 per square foot for Lessee Owned Hangar and additional parking and aircraft ramp space. Lease shall be for 4,900 sq. ft x \$0.07 = \$343.00 x .07% tax = \$367.00 per month, payable in advance by the first day of each month. This rate shall be reviewed annually by the Airport Manager, Airport Advisory Committee, and the Taylor County Board of Commissioners. The rental rates shall be re-determined based on the charge in the Consumer Price Index, as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be changed upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11<sup>th</sup>) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Park Drive, Perry, Florida 32348.

## 4. Hangar Relocation:

In the event there is a need to relocate the Hangar to a different location on the airport ramp, a suitable location will be provided and at least a 160 day notification will be given. The subsequent relocation will be paid for by the Lessor which would include the cost of any disassembly, ramp repairs, new site preparation, and re-assembly. Hangar relocation will only be requested in an emergency situation if requested prior to the end of lease or point of renewal.

## 5. First Right of Refusal:

In the event the Lessee decides to sell the Hangar, the Lessor will have the right to purchase the hangar at the fair market value. If the parties are unable to agree on fair market value then an independent appraiser shall be appointed to render an opinion of fair market value. If the parties

cannot agree on an appraiser, one shall be appointed by the Circuit Court in and for Taylor County, Florida.

#### 6. Manner of Giving Notice:

Notice given pursuant to the provisions of the Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person whom the notice is to be given, or mailed postage prepaid addresses to such person. Lessor's address for this purpose is 401 Industrial Park Drive Perry, Fl. 32348.

## 7. <u>Termination:</u>

This Lease may be terminated if the Lessee does not pay the monthly rent installment or by decision of the Taylor County Board of Commissioners. A written notice shall be given thirty (30) days before termination. If the Lease is terminated for non payment, it is the Lessee's responsibility to remove the Hangar from the Lessor's property.

## 8. Obligations of the Lessee:

- a. <u>Storage:</u> The Shade Hangar shall be used only for storage of the Aircraft or owners vehicle(s) while aircraft is in use as identified in "Attachment A".
- b. <u>Building Maintenance and Repair</u>: The Lessee shall maintain the Shade Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. <u>Use of Hangar</u>: Shade Hangars are for storage of aircraft only, or owner vehicle(s) when aircraft(s) are in use. Maintenance and repairs of aircraft may be conducted on site; however the shade hangars may not be used as a maintenance repair shop on a regular basis. Other then preventative maintenance performed by an owner, maintenance must be completed by a licensed A. & P. or I.A. mechanic. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County

Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar; only the work is specifically authorized under Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. <u>Commercial Activity</u>: Commercial activity may be conducted on site directly related to Big Top Manufacturing, Inc. Commercial activity not related to Big Top Manufacturing, Inc. is not permissible. In accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.
- e. Lessee may not lease shade hangar space to current (as of date of lease agreement execution) lessee's of t-hangars and/or shade hangars at Perry Foley Airport without prior written consent of Lessor.
- f. If Perry Foley Airport has shade or t-hangar lease space available, Lessee may not lease to potential airport Lessee's.
- g. Environmental Laws:
  - 1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment

and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfound"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

## h. Fire and Building Codes/Extinguisher:

The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

## i. <u>Regulatory Review:</u>

Copies of the above regulations can be viewed at the Airport Manager's office.

## 9. Sublease/Assignments:

Lessee agrees not to assign this Agreement without prior written approval of Lessor.

#### 10. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees must receive at least ten

days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury \$50,000 and
- b. Property Damage \$500,000 per accident.
- c. Claims payable by occurrence.

#### 11. Indemnity-Force Majeure:

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement. Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend general aviation operation, as necessary in support of emergency operations requiring airport participation.

## 12. Disclaimer of Liability:

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may

be located or stored in the Shade Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

#### 13. Default:

This Agreement shall be breached if:

- 1. Lessee shall default in the payment of any rental payment hereunder.
- 2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
- 3. A petition is filled by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
- 4. Lessee against his/her property for the benefit of their creditors; or
- 5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

#### Governing Law:

This Agreement shall be construed in accordance with the laws of Florida.

#### 14. Relationship of Parties:

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

## 15. Appurtenant Privileges:

#### a. Use of Airport Facilities:

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

## 16. Maintenance of Airport Facilities:

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

a. <u>Airspace and Approaches:</u> Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

#### 17. Nonexclusive Rights:

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

## 18. Remedies Cumulative:

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

## 19. Notice:

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

<u>Airport Manager</u> Ward Ketring

401 INDUSTRIAL PARK DR

PERRY, FL. 32348

2. If to Lessee, address to: Imufacturing, Inc. US HWY 19 1. Peery, FL 39347

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

## 20. Integration:

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar. Any change or modification hereof must be in writing signed by both parties.

## 21. Waiver:

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

## 22. Entire Agreement:

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

## 23. Severability:

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

## 24. Successors Bound:

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. Venue: Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above

written.

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Lessor: Taylor County Board of County Commissioners, Florida

Ву: \_\_\_\_\_

Title: Airport Manager/Director

Lessee: By: Prc. ma Title: ROCI

By: Attested by Annie Mae Murphy Clerk of Court

By: \_\_\_\_\_ County Administrator or Chairman of the Board of Commissioners .

ADDITIONAL AIRCRAFT WHICH ARE AUTHORIZED TO USE LEASED SHADE HANGAR SPACE
AND/OR PARKING SPACE LEASED BY BIG TOP MANUFACTURING, INC.

Make/Model/Color: \_\_\_\_\_

Registration No.\_\_\_\_\_

Make/Model/Color\_\_\_\_\_

Registration No.\_\_\_\_\_

Make/Model/Color\_\_\_\_

Registration No.\_\_\_\_\_

	TAYLOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITL	E: Board to approve T-Hangar Lease Agreement at Perry-Foley Airport for John Gentry.
Meeting Date:	December 10, 2018
Statement of Is	sue: Board to approve T-Hangar Lease Agreement at Perry-Foley Airport for John Gentry.
Recommendati	on: Approve T-Hangar Lease Agreement.
Fiscal Impact:	\$ T-Hangars lease for \$160.00 plus tax per month.       Budgeted Expense: Yes       No       N/A       X
Submitted By:	Jami Boothby, Grants Coordinator
Contact:	Jami Boothby
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts a	
Options:	1. Approve the T-Hangar Lease Agreement.
	2. Deny the T-Hangar Lease Agreement.
Attachments:	1. T-Hangar Lease Agreement
	2

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JIM MOODY District 2 SEAN MURPHY District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5

CONRAD C. BISHOP, JR., County Attorney

Post Office Box 167

(850) 584-2433 Fax

Perry, Florida 32348 (850) 584-6113 Phone



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, Extension 107 Phone (850) 838-3501 Fax

## Perry-Foley Airport Hangar Lease Agreement

This HANGAR LEASE AGREEMENT (the "Agreement") entered into as of this 1ST day of

<u>December</u>, 20<u>18</u> by and between <u>Board of County Commissioners of Taylor County, Florida</u> ("Lessor") and <u>JOHN GENTRY</u> ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

## 1. Lease of the Hangar:

Lessor hereby leases to Lessee Hangar#<u>1</u> (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: To Be Purchased

Registration No. <u>TBD</u> (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

## 2. Term:

The term of this agreement shall commence on the <u>1ST</u> day of <u>December</u>, <u>2018</u>, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

- 1 -

#### 3. Rent:

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the charge in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11<sup>th</sup>) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to: Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 511 Industrial Park Drive, Perry, Florida 32348.

## 4. Service Provided:

## Aircraft T-Hangar defined.

- A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of a least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- 2 -

 Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

#### 5. Obligations of the Lessee:

- a. <u>Storage:</u> The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. Building Maintenance and Repair: The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. <u>Use of Hangar</u>: T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

- 3 -

specifically authorized under Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance, <u>as modified and included herein as Attachment A</u> to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. <u>Commercial Activity:</u> Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.
- e. Environmental Laws:
  - 1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

- 4 -

Environmental Response, Compensation and Liability Act of 1980 ("Superfound"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

- 2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.
- f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

- 5 -

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

#### i. <u>Regulatory Review:</u>

Copies of the regulations outlined in Section 5 <u>Obligations of the Lessee</u> can be viewed at the Airport Manager's office.

## 6. Sublease/Assignments:

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

#### 7. Condition of Premises:

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

#### 8. Alterations:

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

## 9. Insurance:

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained

- 6 -

in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury \$50,000 and
- b. Property Damage \$500,000 per accident.
- c. Claims payable by occurrence.

#### 10. Casualty:

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

#### 11. Indemnity-Force Majeure:

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

-7-

#### 12. Disclaimer of Liability:

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

#### 13. Default:

This Agreement shall be breached if:

- 1. Lessee shall default in the payment of any rental payment hereunder.
- 2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
- A petition is filled by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
- 4. Lessee against his/her property for the benefit of their creditors; or
- 5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice

Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

## 14. Thirty (30) Day Termination:

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

## **Governing Law:**

This Agreement shall be construed in accordance with the laws of Florida.

## 15. Relationship of Parties:

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

## 16. Appurtenant Privileges:

## a. Use of Airport Facilities:

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

## b. Maintenance of Airport Facilities:

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. <u>Airspace and Approaches:</u> Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

## 17. Nonexclusive Rights:

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

## 18. Remedies Cumulative:

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

## 19. Notice:

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

PERRY – FOLEY AIRPORT 401 INDUSTRIAL PARK DR. PERRY, FL. 32348 ATTN: MELODY COX

2. If to Lessee, address to: 850 672-01

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

## 20. Integration:

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar. Any change or modification hereof must be in writing signed by both parties.

## 21. Waiver:

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

## 22. Entire Agreement:

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

#### 23. Severability:

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

#### 24. Successors Bound:

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. Venue: Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor: <u>Taylor County Board of County Commissioners, Florida</u> By: <u>No.</u> Title: Airport Director or Airport Manager

Lessee By: Title: when

By:\_\_\_\_\_ Attested by: Annie Mae Murphy- Clerk of Court

By:\_\_\_\_\_ County Administrator or Chairman of the Board of Commissioners

		(19)
	TA	YLOR COUNTY BOARD OF COMMISSIONERS
		County Commission Agenda Item
SUBJECT/TITL	E:	THE BOARD TO APPROVE A REQUEST TO REMOVE SURPLUS
ALLOR CODAL		COUNTY ASSETS FROM COUNTY INVENTORY, AS AGENDAED
		BY THERESA COPELAND, I.T. DIRECTOR
The second second		
Meeting Date:		DECEMBER 10, 2018
Statement of Is	sue	·
		BOARD TO APPROVE DISPOSITIONS OF ASSETS FROM CURRENT
		COUNTY INVENTORY
		APPROVAL OF LISTED DISPOSITIONS TO BE REMOVED
Recommendat	ion:	
Fiscal Impact:	¢	Budgeted Expense: Yes No N/A
Fiscai impact.	φ	
Submitted By:		THERESA COPELAND, I.T. DIRECTOR
•		850-838-3500 EXT. 108
Contact:		THERESA, COPELAND@TAYLORCOUNTYGOV, COM
		SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
		SUFFLEMENTAL MATERIAL / 1330E ANAL 1313
History, Facts	& Iss	sues:
Options:	1.	APPROVE OR DISAPPROVE
	1	
	2.	
Attachments:		
Attachments:	1.	DISPOSITIONS ATTACHED
	2	
	2.	

# County Removal List

BCC #	ACCOUNT #	
3964		
4088		
4162	0283	
4182		
4182-001		
4780		
4886		
5024		
5024-001		
5479		
6122		
6312		
6378		
6658		
6872		
6952		
6953		
6954		
7118		
7331		
7331-001		
7332		
7338		
7339 7367		
7378		
7384		
7385		
7456		
7494		
7505		
7562		
9103		
9103-001		



TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

3964 Board Asset Number:

DATE: \_\_\_\_\_

Department Name

DEPT 0224 Number

To Whom It May Concern:

FROM: Emergency Mgt

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

## **IDENTIFICATION DATA**

Name of Item	Room #	Make		
Metal building	cap building/airport			
Model	Year	Serial Number		
Other Description:				
Purchased with Grant: Yes/No? Yes No If 'Yes' please explain reason to allow disposition below.				

# **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to t Custodian immediately.	he County Commission by the Property
Explanation for Disposal: (required) No longer needed by	the Sheriff Dept, who now
oversees this department 02 Location: (required)	.24
APPROVED DENIED By the Taylor County Board of Con	
	Date
$\bigcap$ has	Chairman Signature
Cr Mikey	Tel Jak
Department Head	County Administrator Approval
	Appless period

Fixed Assets Manager



ADITAL D			4088	
TO: BOARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:	
FROM: Emergency Mgt	DEPT	0224	DATE:	
Department Name	1	Number		

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

## **IDENTIFICATION DATA**

Name of Item	Room #	Make		
10 x 12 concrete buildin	g salem tower			
Model	Year	Serial Number		
Other Description:				
Purchased with Grant: Yes/No?  Yes No If 'Yes' please explain reason to allow disposition below.				

## DISPOSITION DATA

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comr	nission Date
Department Head	Chairman Signature

Date Removed From Asset Records

	Call C	
A CONTRACTOR		

	TAYLOR COUNTY, FLORIDA	· 4/102
TO: BOARD OF COUNTY COMMISSIO	NERS Clerk Asset i	Number: Board Asset Number:
FROM: <u>EX+.</u> Department Name	DEPT <u>0283</u> Number	DATE: 11/26/18
To Whom It May Concern: The following changes have occurred in Property Record.	the property in my custody. This i	nformation should be entered on your
	<b>IDENTIFICATION DATA</b>	BCC#1944
Name of Item Gas Wall Heater	Room #	BANTAM Rannai
Model	Z Year	Serial Number
REH-18-N	1	85-07 00.5999
Other Description:		
-		
Purchased with Grant: Yes/No?	Yes X No If 'Yes' please e	explain reason to allow disposition below.
	DISPOSITION DATA	
Type of Disposition:	s)	
	e to locate shall be presented to the	e County Commission by the Property
Location: (required)	l	$\checkmark$
	the Taylor County Board of Comr	nission
		Date
Can On	<u>n</u>	Chairman Signature
Department Head		County Administrator Approval

Date Removed From Asset Records

×.

Fixed Assets Manager

•



TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

4182 Board Asset Number:

DATE: \_\_\_\_\_

Department Name

DEPT 0224 Number

To Whom It May Concern:

FROM: Emergency Mgt

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make		
siren warning system	school district			
Model	Year	Serial Number		
Other Description:				
Purchased with Grant: Yes/No?  Yes No If 'Yes' please explain reason to allow disposition below.				

# DISPOSITION DATA

** Property that is missing or unable to locate shall be presented to the County of Custodian immediately. Explanation for Disposal: (required) No longer needed by the Sh oversees this department 0224	
Location: (required)	
APPROVED DENIED By the Taylor County Board of Commission	Date
() Miney	an Signature



# DISPOSITION OF ASSET REPORT

# TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

4182-001 Board Asset Number:

DATE: \_\_\_\_\_

Department Name

DEPT 0224 Number

To Whom It May Concern:

FROM: Emergency Mgt

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

## **IDENTIFICATION DATA**

Name of Item	Room #	Make		
solar power panels	school district			
Model	Year	Serial Number		
Other Description:				
Purchased with Grant: Yes/No?  Yes No If 'Yes' please explain reason to allow disposition below.				

## **DISPOSITION DATA**

Type of Disposition:		
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022 Location: (required)	the Sheriff Dept, who now	
APPROVED DENIED By the Taylor County Board of Commission Date		
C. Miney	Chairman Signature	
Department Head	County Administrator Approval	
	$\langle \rho \rho \rangle$	



CAPITAL OF			4780	
TO: BOARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:	
FROM: Emergency Mgt	DEPT	0224	DATE:	
Department Name	1	lumber		
To Whom It May Concern:				

hom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
warn winch system		
Model	Year	Serial Number
		ph09c7-4114
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

## **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the County Commission b Custodian immediately. Explanation for Disposal: (required) No longer needed by the Sheriff Dept oversees this department 0224 Location: (required)	
APPROVED DENIED By the Taylor County Board of Commission	
C. Miles Chairman Signature	R
Department Head County Administrator	Approval

Date Removed From Asset Records



TO: BOARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM: Emergency Mgt	DEPT	0224	DATE:
Department Name	1	lumber	
To Whom It May Concern:			

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
fixed site satellite ant	enna courthouse roof	
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

## DISPOSITION DATA

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to th Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Com	mission Date
Department Head	Chairman Signature County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

4886



TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name	N	lumber	

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
winch and kit/labour		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Ves/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below

# **DISPOSITION DATA**

Type of Disposition:	
<b>Custodian immediately.</b> Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now s this department 0224
APPROVED DENIED By the	e Taylor County Board of Commission Date
C M.hcy Department Head	Chairman Signature County Administrator Approval
	$(\bigcirc)$

Date Removed From Asset Records

Fixed Assets Manager

5024



TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

5182 - 00/ Board Asset Number:

DATE:

Eixed Assets Manager

FROM: Emergency Mgt Department Name DEPT 0224 Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
canvas bimini top		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

# DISPOSITION DATA

Type of Disposition:	
Custodian immediately. Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now s this department 0224
APPROVED DENIED By the	e Taylor County Board of Commission Date
C. Mincy Department Head	Chairman Signature County Administrator Approval



CAPITAL OF			5479
TO: BOARD OF COUNTY COMMISSION	ERS	Clerk Asset Number:	Board Asset Number:
FROM: Emergency Mgt	DEPT	0224	DATE:
Department Name	N	lumber	
To Whom It May Concern: The following changes have occurred in the Property Record.		custody. This information s	should be entered on your

Name of Item	Room #	Make		
ac intercom 4 way comm				
Model	Year	Serial Number		
		2500402		
Other Description:				
luther turner				
Purchased with Grant: Yes/No?  Yes No If 'Yes' please explain reason to allow disposition below.				

# **DISPOSITION DATA**

Type of Disposition:	
Custodian immediately. Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now this department 0224
APPROVED DENIED By the	Taylor County Board of Commission Date
Department Head	Chairman Signature

Date Removed From Asset Records



CAPITAL OL			6122
TO: BOARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM: Emergency Mgt	DEPT	0224	DATE:
Department Name	1	Number	
To Whom It May Concern:			

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make		
extendo bed 90				
Model	Year	Serial Number		
		e3182		
Other Description:				
luther turner				
Purchased with Grant: Yes/No? 🔲 Yes 🗌 No If 'Yes' please explain reason to allow disposition below				

## DISPOSITION DATA

Type of Disposition:	
Custodian immediately. Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now s this department 0224
	e Taylor County Board of Commission Date
C. Miney Department Head	Chairman Signature County Administrator Approval
	$(\gamma_{a}))$

Fixed Assets Manager



CAP	ITAL OF			6312
TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number	: Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name		Number	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make		
generac generator 15kw				
Model	Year	Serial Number		
		3911984		
Other Description:				
si-county tower				
Purchased with Grant: Yes/No? 🔲 Yes 🗌 No If 'Yes' please explain reason to allow disposition below				

#### **DISPOSITION DATA**

Type of Disposition:	
Custodian immediately. Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now this department 0224
APPROVED DENIED By the	Taylor County Board of Commission Date
Department Head	Chairman Signature County Administrator Approval
	$(\mathcal{D}_{\mathcal{A}})$

Date Removed From Asset Records



 TO: BOARD OF COUNTY COMMISSIONERS
 Clerk Asset Number:
 6378

 FROM:
 Emergency Mgt
 DEPT
 0224
 DATE:

 Department Name
 Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make		
repeater				
Model	Year	Serial Number		
		81550061		
Other Description:				
beaches				
Purchased with Grant: Yes/No? 🔲 Yes 🗌 No If 'Yes' please explain reason to allow disposition below				

#### **DISPOSITION DATA**

Type of Disposition:	
Custodian immediately. Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now sthis department 0224
APPROVED DENIED By the	Taylor County Board of Commission Date
Department Head	Chairman Signature County Administrator Approval
	$(\mathcal{D}_{a})$

Date Removed From Asset Records



тο.		OF	COLINITY	COMMISSIONEDS	
10:	BOARD	OF	COUNTY	COMMISSIONERS	

Clerk Asset Number:

6658 Board Asset Number:

DATE:

FROM: Emergency Mgt Department Name DEPT 0224 Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
trailer		
Model	Year	Serial Number 5kneb16285g003775
Other Description: cap building		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

## DISPOSITION DATA

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by to oversees this department 0224 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comm	Date
C M.hcy Department Head	Chairman Signature
	(ba)

Fixed Assets Manager



FROM:

#### **DISPOSITION OF ASSET REPORT** TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS GRANTS

Clerk Asset Number:

6872 Board Asset Number: **DATE:** 8/30/2018

Department Name

DEPT 0430 Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make	
SECURTY SYSTEM			
Model	Year	Serial Number	
Other Description: THIS ITEM WAS NOT FUNCTIONING CORRECTLY, AND THE VENDOR NO LONGER SUPPORTED THE PRODUCT, WE HAD NO USAGE FOR IT.			
Purchased with Grant: Yes/No? 🔲 Yes 🗌 No If 'Yes' please explain reason to allow disposition below.			

# DISPOSITION DATA

Type of Disposition: SURPLUS	
** Property that is missing or unable to Custodian immediately. Explanation for Disposal: (required)	ITEM WAS NON FUNCTIONING AND NOT NEEDED
Location: (required)	
APPROVED DENIED By the	e Taylor County Board of Commission Date
Department Head	Chairman Signature
	- Russ Spans

Fixed Assets Manager



CAP	ITAL OF			6952
TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name		Number	

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
lcd tv		
Model	Year	g2whw91
		5
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

## **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to to Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 02 Location: (required)	y the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Con	nmission Date
<u>M.hcy</u> Department Head	Chairman Signature County Administrator Approval
	hall

Date Removed From Asset Records



CAPI	TAL OF			6953
TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name		Number	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make	
lcd tv			
Model	Year	Serial Number 23whw91	
Other Description:			
Purchased with Grant: Yes/No?  Yes No If 'Yes' please explain reason to allow disposition below.			

## **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 02 Location: (required)	y the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Co	nmission Date
C. M. ncy Department Head	Chairman Signature
	(m)

Date Removed From Asset Records



CAPITAL OL			6954
TO: BOARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM: Emergency Mgt	DEPT	0224	DATE:
Department Name		Number	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
lcd tv		
Model	Year	Serial Number c3whw91
Other Description:		
		his reason to allow disposition below
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	an reason to allow disposition below.

## DISPOSITION DATA

Type of Disposition:	
<b>Custodian immediately.</b> Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now s this department 0224
APPROVED DENIED By the	e Taylor County Board of Commission Date
Department Head	Chairman Signature eccontrator County Administrator Approval
	(n)

Date Removed From Asset Records



TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name	1	Number	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make		
convertible seat/day be	đ			
Model	Year	Serial Number		
Other Description:				
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.		

# **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comr	mission Date
Department Head	Chairman Signature
	AL ADD

Fixed Assets Manager

7118



CAPITAL OF			7331	
TO: BOARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:	
FROM: Emergency Mgt	DEPT	0224	DATE:	
Department Name	1	lumber		

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make		
generator	-			
Model	Year	Serial Number		
		nj38673u096351v		
Other Description:				
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	in reason to allow disposition below.		

#### **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the County Comm Custodian immediately. Explanation for Disposal: (required) No longer needed by the Sherif oversees this department 0224 Location: (required)	
APPROVED DENIED By the Taylor County Board of Commission	Date
C. M.h.cy Department Head County Adm	nature Mistrator Approval

Date Removed From Asset Records



TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name	N	lumber	

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make		
electrical work				
Model	Year	Serial Number		
Other Description:				
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	in reason to allow disposition below.		

#### **DISPOSITION DATA**

Type of Disposition:	
Custodian immediately. Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now sthis department 0224
APPROVED DENIED By the	Taylor County Board of Commission Date
Department Head	Chairman Signature County Administrator Approval
	$(2\alpha)$

Date Removed From Asset Records

Fixed Assets Manager

7331-001



LAPITAL OF			7332
TO: BOARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM: Emergency Mgt	DEPT	0224	DATE:
Department Name	1	lumber	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make		
computer				
Model	Year	Serial Number		
		7z102q1		
Other Description:				
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.		

#### **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by to oversees this department 0224 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comm	Date
C. Mine, Department Head	Chairman Signature
Department Head	County Administrator Approval

Date Removed From Asset Records



 TO: BOARD OF COUNTY COMMISSIONERS
 Clerk Asset Number:
 7338

 FROM:
 Emergency Mgt
 DEPT
 0224
 Date:

 Department Name
 Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
generator		
Model	Year	Serial Number
Other Description:	2	
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

## DISPOSITION DATA

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by to oversees this department 0224 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comm	nission Date
Department Head	Chairman Signature
	(n)

Date Removed From Asset Records



TO: BOARD OF COUNTY COMMISSIONERS

Clerk	Asset	Num	ber
Olon	100001	1 auti	001

7339 Board Asset Number:

DATE:

FROM: Emergency Mgt
Department Name

DEPT 0224 Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
network storage server		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	in reason to allow disposition below.

## DISPOSITION DATA

Type of Disposition:	
Custodian immediately. Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now s this department 0224
APPROVED DENIED By the	e Taylor County Board of Commission Date
C. Mincy Department Head	Chairman Signature
	(2a)

Date Removed From Asset Records



AF	TAL SA			7367
TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name	N	lumber	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
procurve switch		
Model	Year	Serial Number
		cn051xjo4d
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	in reason to allow disposition below.

## **DISPOSITION DATA**

Type of Disposition:	
Custodian immediately. Explanation for Disposal: (required)	No longer needed by the Sheriff Dept, who now s this department 0224
APPROVED DENIED By the	Taylor County Board of Commission Date
C. M.hcy Department Head	Chairman Signature County Administrator Approval
	$( \mathcal{A} ) )$

Fixed Assets Manager



TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:	
FROM:	Emergency Mgt	DEPT	0224	DATE:	
	Department Name	1	lumber		

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
id printer		
Model	Year	Serial Number
		c19063
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

#### **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comm	nission Date
C. M. hey Department Head	Chairman Signature
	$(\mathcal{A})$

Date Removed From Asset Records

Fixed Assets Manager

7372



APT	TAL SA			7384
TO: BOA	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name		Number	

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make			
repeater					
Model	Year	Serial Number 512inj0683			
Other Description:					
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.			

#### **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comr	mission Date
C. Milley	Chairman Signature
Department Head	County Administrator Approval
	(2)

Date Removed From Asset Records



TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:	
FROM:	Emergency Mgt	DEPT	0224	DATE:	
	Department Name	ī	Number		

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
repeater		
Model	Year	Serial Number 512inj0664
		-
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

#### **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022. Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comm	nission Date
Department Head	Chairman Signature
	$(\mathcal{D})$

Date Removed From Asset Records

Fixed Assets Manager

7385



TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name		Number	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make			
mtr 3000 base station					
Model	Year	Serial Number 512inyo127			
Other Description:					
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.			

#### **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 0224 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comm	nission Date
Department Head	Chairman Signature
	$(\mathbf{n})$

Date Removed From Asset Records

Fixed Assets Manager

7456



TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name		Number	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make			
arcgis licensing					
Model	Year	Serial Number			
Other Description:					
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.			
N					

## DISPOSITION DATA

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately. Explanation for Disposal: (required) No longer needed by the Sheriff Dept, who now oversees this department 0224 Location: (required) DENIED By the Taylor County Board of Commission Date Date	Type of Disposition:	
Chairman Signature	Custodian immediately.Explanation for Disposal: (required)No longer needed byoversees this department 02	the Sheriff Dept, who now
C. Mincy Telfall	APPROVED DENIED By the Taylor County Board of Com	Date
	Department Head	elfa//

Fixed Assets Manager

7494



 TO: BOARD OF COUNTY COMMISSIONERS
 Clerk Asset Number:
 Board Asset Number:

 FROM:
 Emergency Mgt
 DEPT
 0224

 Department Name
 Number
 DATE:

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
interactive whiteboard		
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.

#### DISPOSITION DATA

** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately. Explanation for Disposal: (required) No longer needed by the Sheriff Dept, who now oversees this department 0224 Location: (required)	Type of Disposition: <u>Surplus</u>	
	Custodian immediately. Explanation for Disposal: (required overs	No longer needed by the Sheriff Dept, who now
C M, h cy Department Head County Administrator Approval		alat

Date Removed From Asset Records

Fixed Assets Manager

7505



CAPITAL OL			7562	
TO: BOARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:	
FROM: Emergency Mgt	DEPT	0224	DATE:	
Department Name		Number		

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
desktop computer		
Model	Year	Serial Number
		66hhx12
Other Description:		
Purchased with Grant: Yes/No?  Yes No If 'Yes' please explain reason to allow disposition below.		

## **DISPOSITION DATA**

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022. Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comm	Date
C. M. hcy Department Head	Chairman Signature
	$(2\alpha))$

Fixed Assets Manager



TO: BOARD OF COUNTY COMMISSIONERS

Number

9103-000 Board Asset Number:

DATE:

Fixed Assets Manager

FROM: Emergency Mgt Department Name DEPT 0224 Number

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

#### **IDENTIFICATION DATA**

Name of Item	Room #	Make
fence @ eoc building		
Model	Year	Serial Number
Other Description:		
Burebased with Grant: Ves/No?	Yes No If 'Yes' please expla	ain reason to allow disposition below.
Fulchased with Grant. Teshio:		

## DISPOSITION DATA

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Comr	missionDate
Department Head	Chairman Signature
	(2a)



## DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

TO: BO	ARD OF COUNTY COMMISSIONERS		Clerk Asset Number:	Board Asset Number:
FROM:	Emergency Mgt	DEPT	0224	DATE:
	Department Name		Number	

To Whom It May Concern:

The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

## **IDENTIFICATION DATA**

Name of Item	Room #	Make	
completion of fence			
Model	Year	Serial Number	
Other Description:			
Purchased with Grant: Yes/No?  Yes No If 'Yes' please explain reason to allow disposition below.			

## DISPOSITION DATA

Type of Disposition:	
** Property that is missing or unable to locate shall be presented to the Custodian immediately. Explanation for Disposal: (required) No longer needed by oversees this department 022 Location: (required)	the Sheriff Dept, who now
APPROVED DENIED By the Taylor County Board of Com	mission Date
Department Head	Chairman Signature County Administrator Approval
	$(\mathcal{A})$

Fixed Assets Manager

9103-001

Date Removed From Asset Records

	(1)
and the second	TAYLOR COUNTY BOARD OF COMMISSIONERS
	County Commission Agenda Item
SUBJECT/TITI	LE: Corrected amounts on 51% letter for JAGC Grant for the Taylor County Sheriff's Office Drug Task Force.
Meeting Date:	December 10, 2018
	After submission of the grant application it was discovered that there was a and the amounts were off by \$3.00
Recommendat	
Fiscal Impact:	9,987.50 \$ <u>-19,988.00</u> Budgeted Expense: Yes No N/A □
Submitted By:	Sarah Weirick
Contact:	850-838-1104, sarah.weirick@taylorsheriff.org
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts	& Issues: This letter was previously approved on October 1, 2018 and then
re-approved on	November 5, 2018 with corrected distribution of funds with the TCSO getting
\$19989.00 and	the Perry Police Department getting \$19,989.00, however that was over the total
allocated amour	nt of \$39,975.00 for the county by \$3.00. FDLE has requested that the letters be
corrected before	e proceeding.
Options:	
	1
Attack	2Corrected Letter
Attachments:	1
	2

MALCOLM PAGE District 1 JIM MOODY District 2 SEAN MURPHY District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

December 10, 2018

Ms. Rona Kay Cradit Administrator Office of Criminal Justice Grants Florida Department of Law Enforcement 2331 Phillips Road Tallahassee, FL 32308

Dear Ms. Cradit,

In compliance with State of Florida Rule 11D-9, F.A.C., the Taylor County Board of County Commissioners approves the distribution for \$39,975.00 (total allocation available) of the Federal Fiscal Year 2018 for the Edwards Memorial Grant/Justice Assistance Grant (JAG) Program funds for the following projects within Taylor County.

Sub GranteeTitle of ProjectDollar AmountCity or CountyTaylor County(Federal Funds)Taylor CountyTaylor County Drug Task Force\$19,987.50City of PerryPD Narcotics Unit\$19,987.50

Respectfully,

Pam Feagle Chairman



### APPLICATION FOR RESIDENTIAL SOLID WASTE HAULING SERVICES PERMIT

This application form must be completed by each applicant that wishes to obtain a permit from Taylor County for residential solid waste hauling services.

An applicant must provide the county with all of the information and documents requested in Section 1-19 below, including the application that is described below. An applicant may attach additional sheets of paper to this application form, if necessary. Applicant must show residency in Taylor County, Florida for the past five (5) years.

#### 1. Applicant Information

Please provide the name, address and telephone number of the Applicant.

Name of Applicant:	Thomas Earl Padgett
Mailing Address:	16441 West Royal Oak Dr., Perry, FL 32348
Email Address:	epnvnol@gmail.com
Telephone No.:	386-688-2113

#### 2. Applicant's Authorized Representative.

Please provide the name, address and telephone number of the Applicant.

Name of Representative:	
Mailing Address:	
Email Address:	
Telephone No.:	

#### 3. Type of Business Entity.

Please state whether the Applicant is an individual, a corporation, a partnership, or other type of entity.

Individual LLC

#### 4. Applicant's Principals.

If the applicant is a corporation, partnership or other business entity, please provide the name, address, and title of the Applicant's majority shareholder and each person that is a principal officer (e.g., Chief Executive Officer; President; Vice-President; Chief Operating Officer; etc.).

Name:	Thomas Earl Padgett (Owner)
Address:	16441 West Royal Oak Drive, Perry, FL 32348
Title:	Owner

#### 5. Applicant's Managers.

Please provide the name, address, and telephone number of each person that will serve as the Applicant's local manager (i.e., the person that will be responsible for performing or supervising the Residential Solid Waste Hauling Services for the Applicant).

Name:	Ν/Α
Address:	
Title:	

#### 6. Proof of Good Standing.

If the Applicant is a corporation, please provide proof that the corporation is in good standing in the State of Florida.

#### 7. Authorization to do Business in Florida.

If the Applicant is not a Florida corporation, please provide proof that the Applicant is authorized to do business in Florida.

#### 8. Fictitious

#### Name.

If the Applicant is operating under a fictitious name, please provide information demonstrating that the fictitious name is properly registered by the Applicant.

#### 9. Applicant's Experience.

- (a) Please provide a summary of the Applicant's experience with regard to the collection of Residential Solid Waste.
- (b) Provide a complete list of all of the communities in Florida and other states (but not more than ten (10) communities) where the Applicant has provided solid waste collection services in the last five (5) years.

(c) For each community listed in Section 9(b) above, please provide the name, address and telephone number of a reference (i.e., a person employed by the local government in that community who can provide information concerning the quality of service by the Applicant).

#### **10. Prior Enforcement Issues.**

- (a) Please provide a complete list of all communities (if any) where the Applicant's permit, approval, franchise, or license to provide solid waste collection services was suspended or revoked.
- (b) Provide a complete list of all felony convictions, and misdemeanor convictions with the last five (5) years, involving the Applicant's collection, receiving, storing, separating, transportation, or disposal of solid waste. If the Applicant is not an individual, also provide a list of such convictions for the Applicant's majority shareholder, any person having a controlling interest in the Applicant, and each person that is an officer or partner of the Applicant.
- (c) Provide a complete list of all civil penalties and liquidated damages in excess of five thousand dollars (\$5,000.00) that were assessed against the Applicant by local, state, and federal governmental entities within the last five (5) years involving the collection, transportation, or disposal of solid waste.
- (d) With regard to Sections 10(a) through 10(c), above, provide any information concerning the convictions, penalties, liquidated damages, etc., that the Applicant believes will help the County understand the facts concerning those matters.

#### **11.** Potential Customers.

Please provide the name and address of each residence that will be provided Residential Solid Waste Hauling Services by the Applicant if this Application is approved. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Potential Customers, Paragraph 11; Potential Customers".

#### 12. Vehicles, Equipment & Containers.

Please provide a list of the vehicles, equipment, and containers that will be used by the Applicant to provide Residential Solid Waste Hauling Services in the County. The list must identify the make, model, identification number, and year of each vehicle and piece of collection equipment. The list also must identify the size and type of each container that will be used by the Applicant. Please provide this information on the blank form that is attached hereto entitled "Taylor County Residential Solid Waste Hauling Application Response; Vehicles, Equipment and Containers, Paragraph 12; Vehicles Equipment & Containers". Also include the street address of the equipment yard(s) where the Applicant's vehicles, equipment, and containers are stored when they are not in use.

#### 13. Insurance Requirements.

Please provide a properly executed Certificate of Insurance form demonstrating that the Applicant has the following types and amounts of insurance coverage's issued by an insurance company that is licensed to do business in the State of Florida, with an A.M. Best Rating of B+ or better, Class VII (or higher), or otherwise acceptable to the County, if the company is not rated by A.M. Best.

(a) Comprehensive General Liability Insurance with a limit of a one million dollar (\$1,000,000) per occurrence and a one million dollar (\$1,000,000) general aggregate. This policy must include the

following coverage's: premises and operations liability, independent contractors, products and completed operations, personal injury, contractual liability, and fire damage.

- (b) Automotive Liability Insurance coverage providing a combined single limit of not less than five hundred thousand dollars (\$500,000) per occurrence. This policy must include the following coverage's: bodily injury and property damage including premises and operations.
- (c) Workers Compensation Insurance shall be provided for all of the Applicant's employees as required under Florida law (a Workers Compensation Exemption shall be acceptable with submittal of a signed "Hold Harmless, Release and Indemnity Agreement"); and
- (d) Employers Liability Insurance providing a single limit of not less than one million dollars (\$1,000,000); bodily injury by each accident, and providing a single limit of not less than one million dollars (\$1,000,000), bodily injury per each employee, and providing a single limit of not less than one million dollars (\$1,000,000) bodily injury by disease policy limit.

The certificate of insurance must demonstrate that the insurance coverage will be in effect for the term of the proposed Agreement. The certificate of insurance must name the County as an additional insured (except with regard to workers compensation and employees liability insurances).

The "certificate holder" box on the certificate of insurance shall read as follows:

Taylor County Board of County Commissioners 108 N. Jefferson Street Perry, Florida 32347

#### 14. Bond Requirements.

Please provide a performance bond in the amount of fifty thousand dollars (\$50,000). The bond must be attached hereto and is subject to review and approval of the County Attorney. The bond must be issued by a surety licensed to do business in the state of Florida

#### 15. Other Information.

Please provide any other information the Applicant believes will demonstrate that:

- (a) The Applicant has the experience, personnel, equipment, and other resources necessary to provide Residential Solid Waste Hauling Services in Taylor County.
- (b) The Applicant has the capacity and willingness to comply with all applicable local, state, and federal laws; and
- (c) The award of a Permit to the Applicant will be in the public interest.

#### 16. Permit Agreement.

Please sign and properly execute the "Permit Agreement for Residential Solid Waste Hauling Services" that is attached hereto.

#### 17. Affidavit.

Please sign and properly execute the blank "Affidavit in support of Permit Application" that is attached hereto.

#### 18. Effective Date of Permit Agreement.

Please identify the date when the Applicant wants its Permit to take effect.

#### 19. Attachments.

All of the information and documents requested in paragraphs 1-18, above, must be attached to this Application and submitted to the Taylor County Solid Waste and Environmental Program Management.



## TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE POTENTIAL CUSTOMERS, PARAGRAPH 11; POTENTIAL CUSTOMERS

Name:	Areas of Leisure Retreats, Spring Warrior, Ocean Pond, Keaton Beach, Cedar Island,		
Address:			
Name:	Dark Island, Bird Island, Steinhatchee - Points to increase as business grows.		
Address:			
Name:	л Т		
Address:			
Name:			
Address:			
Name:			
Address:			
Name:			
Address:			
Name:			
Address:			
Name:			
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Address:			
Name:			

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nui	arc	22	•



## TAYLOR COUNTY RESIDENTIAL SOLID WASTE HAULING APPLICATION RESPONSE VEHICLES, EQUIPMENT & CONTAINERS, PARAGRAPH 12; VEHICLES, EQUIPMENT & CONTAINERS

Type:	Vehicle 🗸	Equipment Container		
Make:	Chevrolet	Model: 4x4 Truck	I.D. #: GHL Y31	Year: 1999
Type:	Vehicle	Equipment 🗸 Container		
Make:	Flat Bed	Model: Trailer	I.D. #:1A920029133E	19031Year: 1992
Type:	Vehicle	Equipment Container	$\checkmark$	
Make:	N/A	Model: 80 Containers	I.D. #: N/A	Year: N/A
Type:	Vehicle	Equipment Container		
Make:		Model:	I.D. #:	Year:
Туре:	Vehicle	Equipment Container		
Make:		Model:	I.D. #:	Year:
Туре:	Vehicle	Equipment Container		
Make:		Model:	I.D. #:	Year:
Type:	Vehicle	Equipment Container		
Make:		Model:	I.D. #:	Year:
Type:	Vehicle	Equipment Container		
Make:		Model:	I.D. #:	Year:
Туре:	Vehicle	Equipment Container		
Make:		Model:	I.D. #:	Year:
Type:	Vehicle	Equipment Container		
Make:		Model:	I.D. #:	Year:

## Street Address of Equipment Yard for Storage of Vehicles, Equipment, and Containers.

Address:	16441 West Royal Oak Drive, Perry, FL 32348	
	ADDITIONAL INFORMATION 9(a) – 10(c)	
0/-)-	of Applicant's experience -	
9(d).		
List of Co 9(b):	mmunities Where Solid Waste Collection Services Have Been Provided -	N/A
Other Co	nmunity Reference - 9(c): N/A 🗸	<u></u>
Name:		
Address:		
Telephon	e No.:	
Name:		
Address:		
Telephon	e No.:	
List of Cor 10(a):	nmunities Where Permit was Suspended or Revoked -	N/A
List of all	Felony and Misdemeanor Convictions in Five Years - 10(b):	N/A 🗸

List of all Civil Penalties and Liquidated Damages > \$5,000 - 10(c):



HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, Thomas Earl Padgett \_\_\_\_\_, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

## **RESIDENTIAL SOLID WASTE HAULING SERVICES**

- I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.
- 2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
- 3. I hereby release Taylor County from any liability of whatever kind or nature as a result of any injury on the above project.
- 4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
- 5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

N/A 🗸

DONE AND EXECUTED this <u>28</u> day of <u>NOVEMBER</u>, 201<u>8</u>, WITNESS: Juilyour <u>Juans En Judger</u>

STATE OF FLORIDA COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Thomas E. Hadgett, personally known to me ( / produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness may hand and official seal this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 201 8. Marti d MARTI E. LEE Commission # FF 226101 **NOTARY PUBLIC** Expires May 3, 2019 ded Thru Troy Fain Insurance 800-385-7019 My Commission Expires:

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by

211 PLEASE NOTE: NEW E-MAIL pnewport@fairpoint;net **Newport Insurance Agency** P.O. Box 420 Perry, FL 32348 850-584-2909 × 30 0 From Fax # 584-6091 Time: 2:05 No. of Pages to Follow: H Date: // : 8 ninoll a E-MAIL Company: RE: 1) ohicles. le no leci overage truck -17 Notes: 5 . . . , <u>:</u>•. . •.• •. Thank You, surance 

NEWPORT INS AGCY INC PO BOX 420 PERRY, FL 32348 Underwritten by: Progressive Express Ins Company November 7, 2018 Policy Period: Nov 7, 2018 - Nov 7, 2019 Page 1 of 2

Customer Phone number: 1-386-688-2113

THOMAS PADGETT 16441 E. ROYAL OAK DR PERRY, FL 32348

## **Commercial Auto Insurance Quote**

Thank you for contacting me about your auto insurance needs. I am pleased to provide you with a quote from Progressive Express Ins Company, a company that offers competitive rates and many outstanding services. Progressive gives you access to your policy information through progressiveagent.com your customized Web site. Claims service is available 24 hours a day, 7 days a week by calling 1-800-274-4499.

#### **Policy information**

Business type: Services Sub business type: Services Not Otherwise Classified Other: PICKS UP GARGAGE IN COUNTY

\$ 500,000

#### Quote for 12 month policy period

If you pay your premium in full, you will receive a discount as shown.

······································	
Total policy premium	\$975.00
Paid in full discount	-130.00
Policy premium if paid in full	\$845.00

#### **Payment plans**

-X-

Payment Method: 10 payments

Electronic Funds Transfer (EFT) assures that your payment is on time. Each payment includes a \$1.00 service charge.

Payment plan	Total premium	initial payment	Payments
11 Payments, 12.5% Down	\$975.00	\$121.88	10 payments of \$86.32
11 Payments, 16.67% Down	\$975.00	\$162.54	10 payments of \$82.25
10 Payments, 20.0% Down	\$975.00	\$195.00	9 payments of \$87.67
6 Pay, Seasonal, 20.0% Down	\$975.00	\$195.00	5 payments of \$157.00
10 Payments, 25.0% Down	\$975.00	\$243.75	9 payments of \$82.25
4 Pay, Seasonal, 25.0% Down	\$975.00	\$243.75	3 payments of \$244.75
Make payments by mail o	or at progressive agent	Lcom. Each payment in	dudes a \$3.00 service charge.
Payment plan	Total premium	loitial payment	Payments
11 Payments, 12.5% Down	\$975.00	\$121.88	10 payments of \$88.32
11 Payments, 16.67% Down	\$975.00	\$162.54	10 payments of \$84,25
10 Payments, 20.0% Down	\$975.00	\$195.00	9 payments of \$89.67
6 Pay, Seasonal, 20.0% Down	\$975.00	\$195.00	<u>5 payments of \$159.00</u>
10 Payments, 25.0% Down	\$975.00	\$243.75	9 payments of \$84.25
4 Pay, Seasonal, 25.0% Down	\$975.00	\$243.75	3 payments of \$246.75
4 Pay, Quarterly, 25.0% Down		•••••••••••••••••••••••••••••••••••••••	***************************************
11 dy, quartery, 23.0 % 00mi	\$975.00	\$243.75	3 payments of \$246.75



		•				
					ТНО	MAS PADG
	2 Payments, 50.0% Down	\$975.00	\$487.5	0	1	Page2 of
To purch		4575.00	4407.J		1 payment of \$490.50	
io buicio	ase insurance	•				
	inese rates are subject to u	verification of info •850-584-2909.	rmation. If you ha Your coverage wi	ve any questions	curate information could affect y or would like to purchase a Pro r initial payment has been recei	aroccivo
Rated dri	vers					
	Failure to accurately and co	mpletely report a	ll driver informatio	n may result in p	remium differences and service	delavs.
			Marital		Additional	
	Name THOMAS PADGETT	Age 50	status Single	Points 0	information	•••••••••
0	•		Single			
outline of	f coverage		_			
	The policy limits shown for	a vehicle may no	t be combined wit	h the limits for th	e same coverage on another ve	hide unle
	the policy contract or endo Description	rsements indicate			<b>5</b> 1 11	
	Liability To Others	•••••••	Lanas		Deductible	Premi \$8
	Bodily Injury and Property D	amage Liability	\$500,000 con	nbined single limit		40.
	Basic Personal Injury Protectio	ก			•••••••••••••••••••••••••••••••••••••••	1
	Without Work Comp-Named	Insured & Relative	s \$10,000 each	person	\$0	
	Total 12 month policy pr	emium				\$975.0
Auto cove	rage schedule					
1.	1999 CHEVROLET C2500/ VIN: 1GCGK29JOXF08364 Personal use: Y Body type: P/	6 Garaging Zip Cod	le: 32348 Territory: class: C	17 Radius: 100 n	illes	
Liability	<b>Liability</b> PIP					
Premium	\$842 \$114	•••••••••••••••••••••••••••••••••••••••		•••••		Auto Tol <b>\$95</b>
2.	2015 CFG Trailer VIN: 4C9VA1612F3269243 Percentiums N. Badatara 1	Garaging Zip Cod	e: 32348 Territory:	17 Radius: 100 m	iles	¥23
	Personal use: N Body type: L	jounty mrose da	SS: 2			
Liability Promium	Liability PIP		•••••••••••••••••••••••••••••••••••••••			Auto Tot
Premium	\$17 \$2					\$1
Premium o	liscount					
	Policy	•••••••••••••••••••••••••••••••••••••••				
			Package			••••••
	Form QTE FL (05/08)	•				

PLEASE NOTE: NEW E-MATL enendent pnewport@fairpoint.net Newport Insurance Agency P.O. Box 420 Perry, FL 32348 850-584-2909 × 300 From Fax # 584-6091 Date: /9/ Time: 1:00/11 18 No. of Pages to Follow: eward esg @ gmail. Com E-MAIL: Company Trey Noward Law yor RE: Thomas Earl Padgett Notes: ia., i. A een in ornis 20 Thank You, Insurance 



To: Phyllis Newport At: Newport Insurance Agency

November 9, 2018

## **Quote Summary**

Based on the information provided, we are pleased to offer the following quote with Evanston Insurance Company. Evanston Insurance Company is a surplus lines insurer currently rated A XV by A.M. Best.

ville

These terms are valid for thirty days from the date on this letter. Our quotation may differ from the terms requested in the submission. Please review our quotation carefully.

Named insured: Mailing Address: Transaction number:	Thomas Earl Padget 16441 West Royal C 3121751	tt Dak Drive	e, Perry, FL 32	348		
Company: Term quoted: Commission:	Evanston Insurance 11/09/2018 to 11/09 10.0%	Compar 9/2019	iy (These dates	may be amer	ided at time of bi	nding.)
<b>Premium Summary</b> General liability						
			e	\$750	MP	
Total Premium without 1	TRIA			\$750		
Taxes & Fees						
Policy Fee				425 AA		
Surplus Lines Tax				\$35.00	(*)	
Stamping Fee				\$39.25 \$0.79	•	
				<b>Ф0.79</b>		
Total amount due				\$825.04		

# This quote is subject to the following:

- Receipt of a current completed, signed, and dated application.
- Receipt of 3-5 years currently valued loss runs is preferred. If that is not possible, a no known loss letter
   A signed copy of the Torrorism dial
- A signed copy of the Terrorism disclosure, MKL Terr 4, is required to bind.



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### **General Liability Coverage**

Limits of Insurance		
General Aggregate Limit	\$2,000,000	
Products/Completed Operations Aggregate Limit	Included	
Personal/Advertising Limit	\$1,000,000	
Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to You Limit	\$100,000	
Medical Expense Limit (Any one person)	\$5,000	
Deductible	\$500	BI / PD Combined Per claim

#### Location schedule

Loc	State - Territory	Address
1	FL - 006	16441 West Royal Oak Drive, Perry, FL 32348

#### **Classification and premium**

Loc	Class Code	Description	Rating Basis	Exposure	Rate	Premium
1	95233	Garbage, Ash or Refuse Collecting - excluding automobile bodily injury and property damage liability	Per \$1,000 of Payroll	16,700	25.44	\$425

#### **Additional Coverages**

Coverage	Limit		Qty.	Premium
Data Breach Coverage - Claims-	Each Claim (A,B,C)	\$25,000	n/a	Included
Made (Claim Expenses Within Limit)	Aggregate	\$25,000		
	Retro Date	Inception		

#### Terrorism

The Terrorism Risk Insurance Act (TRIA), as amended, requires insurance companies to offer limited terrorism coverage. TRIA coverage will cost 3% of the GL premium, subject to a \$150 minimum.

If purchased, the CG 21 73 01 08 Exclusion of Certified Acts of Terrorism will be removed from your policy and the CG 21 70 01 08 Cap on Losses from Certified Acts of Terrorism will be added.

Total General Liability Premium (25% minimum earned) \$750 MP

minimum and deposit

	TAY	YLOR COUNTY BOARD OF COMMISSIONERS
and the second		County Commission Agenda Item
SUBJECT/TITLI		Appoint/Approve Board Member to serve on the Big Bend Water Authority Board
Meeting Date:		December 10,2018
Statement of Iss	sue:	Taylor County Commissioners need to appoint/approve a person to serve on the board for Big Bend Water Authority, located at 1313 1 <sup>st</sup> Ave SE, Steinhatchee, FL, 32359
Mark Reblin, Gene	eral N	Manager of Big Bend Water Authority, will be present at the meeting.
Recommendatio	on:	
Fiscal Impact:	\$	Budgeted Expense: Yes No X N/A
Submitted By:		Cindy Wood
Contact:		Mark Reblin or Cindy Wood
		SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS
History, Facts &	k Iss	ues:
		sement placed in the Perry Newspaper has been attached. It was rember 28, 2018, edition as well as the November 30, 2018, edition.
Options:	1.	
	2.	
Attachments:		

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

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# A-11 Taco Times November 28, 2018 Published each Wednesday and Friday. Deadline for Wednesday: Monday by 5 p.m. Deadline for Friday: Wednesday by 5 p.m. Call (850) 584-5513 or email classifieds@perrynewspapers.com Small ans buy de

## YARD SALES

HUGE YARD SALE!!! Friday -Saturday (Nov. 30 - Dec. 1), 8 a.m. - 4 p.m. both days. 2212 Courtney Rd. Corner of Courtney Rd. and Wright Rd: Tools, furniture, jewelry, kitchen/garden, woodwork/ craft items/supplies, ceramics, Christmas decorations; lots more. No early birds please. 11/28-11/30



CAMPER TRAILER. 24', clean, metal roof, good for campsite, sm. ref., window A/C. \$1,500/OBO. (850) 838-5665. 11/28-11/30 10000001214

WEBUY Scrap Metal and Junk Cars. ush (850) 838-5865. RG Local In the



RV SPOTS available on Beach Rd. (850) 838-6077. JM

#### HOUSE FOR RENT

3 bedroom, 1 bath in city limits. Workshop/garage; large vard. \$800 per month. \$800 security deposit. Pets extra. 1 year lease. Call (850) 443-9642.



HOME with South Florida open. floor plan in Glenridge. The house opens up with lots of glass for an outdoor feel. 3 bedroom, 3 bath. \$1,200 per month. Great for entertaining! (850) 545-6642. MD

FOR RENT: One bedroom, one bath apartment. Utilities are inlouded. No smoking, no pets. \$350 deposit \$160 per week or \$635 per month, Call 850-363-8196 11/14-12/7

2 BEDROOM APARTMENT available. Credit check required. Applications available at Ware Oil. Monday-Friday, 8 a.m. - 5 p.m., call (850) 584-6666. WO

## **MOBILE HOMES** FOR SALE

A 1986 Kirkwood, 2 bedroom, 2 bath single-wide mobile home. Move in ready Excellent condition. Delivered and set up. \$16.900. Appliances included. Call (850) 584-7094 or come see us - Perry Repo Outlet - at U.S. 19 South. EMHP



FOR SALE: 221 North between Shiloh Church Rd. and Cairo Parker Rd. 1 acre lots with paved roads. Owner financing available. Please call (386) 658-1346 or (850) 584-7466. EF

HOME FOR SALE BY OWNER. \$38,000. 226 Noah Rd., Perry, Fla. Patricia Emrich, (850) 371-4326. 11/16-11/28



 Stump Grinding Tree Trimming Tree Removal Tractor Work Bush Hogging Bucket Truck Use Land Clearing \*Free Estimates\* \*Great Rates\*

TALL TIMBER TREE SERVICE

Call today! (850) 838-5923. Mark A.: Moneyhan, Licensed and Insured. Certified Quality Specialist. 9/7-12/28





JOE COXWELL WELDING LLC Welding Fabrication & Repair Mobile Service (850) 843-3500. JC .



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS Job Vacancy Announcement. The job description and our 2-step application process can be found on our website at www. taylorcountygov.com or in the lobby of the County Annex. Applicants must apply through Career Source. Taylor County is an EEO employer. Road Maintenance Tech - fulltime - 2 positions. Concessions Worker - part-time

- seasonal.

Veterans' Services Officer - parttime.

Firefighter/EMT - day shift. Roll-off Site Attendant - call in. TCBCC

## HELP WANTED

**OPEN POSITIONS AT BIG TOP** MANUFACTURING VINYL FAB 1.

Must be able to read a tape measure to 1/4th. This job requires heavy lifting, reading sketches, and working with machines, Perfect attendance. There are (2) positions available . STEEL FAB

Must have high school diploma or equivalent, be able to read a tape measure to 1/16th, should be proficient in math. There is only one (1) position available.

Interested and qualified candidates must call at 850-584-7786 to make an appointment to apply for these positions.

Only applicants with scheduled appointments will be considered. Big Top Mfg. - 3255 North US 19 Perry, FL Equal Opportunity Employer

11/9-12/5 BT



CLASSIFIED ADS

FULL-TIME MAINTENANCE PERSON. Transportation furnished.

Must have a current drivers license. Apply in person, 2715 S. Byron Butler Pkwy, Perry, Fla. (850) 584-6666 for appointment. · WO

HELP WANTED. Badcock & More. Set up/delivery. License required. Age 21 or older. Drug testing required. BF.



Notice is hereby given: CANDIS COVERSON Last known address of: 907 W Duval St Perry, Florida 32348 DAVID MILES Last known address of: 2911 Golf Course Rd Perry, Florida 32348 → Please see page 12

Employment

Opportunity

TRUCK DRIVER/CDL & HAZ-MAT

POSITION

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FROM: MARIL KEBLIN DIG BEND WATEN STEINHATEDEE

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# BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: Wendell MCKinnon	~	
MAILING ADDRESS: <u>PO BOX 751</u>		
CITY: <u>Steinhatchee</u> STATE:	FL FLORIDA	ZIP: <u>323.5</u> 9
HOME PHONE: 352-498-5452	·····	
(CUL WORK PHONE: 407-908-8356		
EMAIL: wendellmckinnonegmail.on	<u>n</u>	
EMPLOYER: NA		
JOB TITLE:		
NUMBER OF YEARS RESIDING IN TAYLOR CO	UNTY:	6yrs
REGISTERED VOTER IN TAYLOR COUNTY:	YES:	NO:
HOMESTEAD PROPERTY IN BBWA SERVICE AREA	YES:	NO:
Explain what knowledge or interest qualifies you for c Board. Attach additional sheets if needed.	consideration for	appointment to this
See attached		
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P. 003

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

12-3-18 DATE

Wentell 1 SIGNATURE

I have served on various community, county and state boards for many years before moving to Steinhatchee, Fl.

City of Kissimmee Planning Board 9 years

Kissimmee City Commissioner 8 years 1998-2006

Osceola Council on Aging 8 years

**Osceola Lake Advisory Board 4+ years** 

MetroPlan Orlando: board member 8 years, Chairman, Vice Chairman, Secretary/Treasurer

East Central Florida Regional Planning Council 8 years

State MPOAC Governing Board 2 years

Tri-County League of Cities Board; office of President 8 years

Florida League of Cities Board of Directors 2 years

**Central Florida MPO Alliance** 

Osceola County LCAB Board 4+ years

Toho Water Authority Board 6 years

After Moving to Taylor County, Steinhatchee FI: I love this community and feel my previous experience could benefit the Big Bend Water Authority.

Big Bend Water Authority 1 year

### BIG BEND WATER AUTHORITY CONTACT INFORMATION 2018-2019

VICE-CHAIR (DIXIE) HOWARD HART P O BOX 101 STEINHATCHEE, FL 32359 HOME: 352-498-3920 OFFICE: 352-498-7269 CELL: 352-542-4026 EMAIL: <u>hlhart43@gmail.com</u>

3

SEC/TREASURER: (DIXIE) MARGARET CORBIN 336 SW 911 ST STEINHATCHEE, FL 32359 PHONE: 352-356-1525 EMAIL:

COUNTY COMMISSIONER W.C. MILLS (DIXIE) P O BOX 2600 CROSS CITY, FL 32628 CELL: 352-356-0402 EMAIL: waltercmills@gmail.com CHAIRMAN: (TAYLOR) CHARLES NORWOOD, JR 322 RIVERSIDE DR STEINHATCHEE, FL 32359 HOME: 352-498-2414 WORK: 352-498-3008 CELL: 352-356-7129 EMAIL: <u>Charlie@seahag.com</u>

COUNTY COMMISSIONER SEAN MURPHY (TAYLOR)

GENERAL MANAGER MARK REBLIN P O BOX 196 STEINHATCHEE, FL 32359 CELL: 352-356-1342 EMAIL: <u>mreblin@msn.com</u>

BBWA ENGINEER MIKE MURPHY TALLAHASSEE, FL 32308 PH: 850-545-9246 EMAIL: mpmurphy1050@gmail.com

BBWA ATTORNEY SNIFFEN & SPELLMAN, P.A. MARK LOGAN 123 N MONROE ST TALLAHASSEE, FL 32301 OFFICE: 850-205-1996 EMAIL: mlogan@sniffenlaw.com

		(15)
TAY	LOR COUNTY BOARD OF COMMISSIONERS	
	County Commission Agenda Item	
SUBJECT/TITLE:	Fall County Commission Update from FDOT Stephen Browning James Driggers	
MEETING DATE RE	QUESTED: 12-3-18	
Statement of Issue		
Recommended Act	lion:	
Fiscal Impact:		
Budgeted Expense	:	
Submitted By:		
Contact:	AMY TUCKER-BAULDREE	
5	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS	
History, Facts & Iss	sues:	
Options:		

Attachments:

<i>ā</i>				16)
TA	YLOR		RD OF COMMISSION	ERS
SUBJECT/TITLE:		County Commis	ssion Agenda Item	
	Up/Bic constr	I Forms for the reh uction of two home	rove the Invitation to Bid ar abilitation of three homes a s through the SHIP Progra	and the demolition and
Meeting Date:	Decen	nber 10, 2018		
Statement of Issue	Up/I	Bid Forms for the r	pprove the Invitation to Bid ehabilitation of three home o homes through the SHIP	s and the demolition
Recommendation:	Арр	prove the Invitatio	n to Bid and Work Write-	Up/Bid Forms.
Fiscal Impact: \$	projec	roposed ts will be 100% funded.	Budgeted Expense: Yes	s X No N/A
Submitted By:	Jam	i Boothby, Grants	Coordinator	
Contact:	Jam	i Boothby		
	SUPF	PLEMENTAL MAT	ERIAL / ISSUE ANALYSI	<u>s</u>
History, Facts & Iss	sues:	0	neowners have been quali Jh the SHIP Housing Progr	
		SHIP REHABILIT	ATION	
		Maxie Young Nathan Harris Terry Green	103 El Rancho Drive 207 W. Walnut Street 610 W. Colson Street	Perry Perry Perry
		SHIP DEMOLITIC	ON AND CONSTRUCTION	١
		Queen Simmons Donald Pettitt	106 Kennedy Street 1202 S. Robin Street	Perry Perry
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Opt	tion	s:
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1. Approve the Invitation to Bid and Work Write-Up/Bid Forms.

2. Deny the Invitation to Bid and Work Write-Up/Bid Forms.

Attachments: 1. Invitation to Bid.

2. Work Write-Up/Bid Forms

#### **PUBLIC NOTICE**

#### INVITATION TO BID

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

Taylor County Board of County Commissioners invites interested residential contractors to submit bids for the rehabilitation of three (3) single family houses, and the replacement of two (2) single family homes in the SHIP program.

SEALED Bids (<u>Please submit one original and two copies</u>) are to be submitted on or before <u>January 4, at 4:00 PM</u> to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be identified as SHIP 20197 ITB-001.

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

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A Public Opening of the Bids is scheduled for January 7, 2019 at 6:05 PM at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

A <u>MANDATORY</u> meeting to provide contractor orientation materials and visit the scheduled project will be held on December 13, 2018 at 10:30 am, located at 511 Industrial Park Drive, Perry, 32348. The meeting will take place in the <u>airport terminal</u> conference room. You must attend this meeting to receive the bid documents and attend the review of the projects. The visit to the projects will immediately follow the orientation meeting.

For contractors that have not been pre-approved, you may obtain a contractor application package by calling Government Services Group, Inc. at (352) 381-1975. Please bring your completed application package to the mandatory meeting on December 13, 2018.

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

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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS Pam Feagle, Chair

## TAYLOR COUNTY HOUSING REHABILITATION PROGRAM <u>WORK WRITE-UP/BID FORM</u>

Owner:	<u>Maxie Young</u>	
Address:	<u> 103 El Rancho Dr. – Perry, FL</u>	
Mailing Address:	Same	
Phone #:	<u>850-584-</u> <u>7301</u>	Alternate Phone #:
Parcel #	<u>03085-</u> <u>000</u>	

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

Item #	System	Description of Work	Location	Price
001	Floors	Replace any deteriorated floor decking and support members in master bathroom. Replace vinyl flooring in both bathrooms.		
002	Electrical	Install smoke detectors in hallways and bedrooms, hardwired in sequence with battery backup. Install GFCI receptacles in kitchen and bathrooms.	Various	
003	HVAC	Replace existing system with new Electric HVAC system with service to all habitable rooms. Include all ductwork, piping, electrical, return air vent, and registers for a complete new system. System must be Energy Star rated, minimum 15 SEER system.	All	
004	Plumbing	Have Septic tank pumped and inspected. Replace septic tank, drainfield installed in 2013 will probably pass inspection – if not, we will replace with alternate bid item. Replace kitchen sink faucet. Replace tub	Various	

Owner Signature

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Co-Owner Signature

Contractor's Signature

Taylor County Housing Program Bid Form

		with new tile walk in shower with built in seat. Install handicap toilets in both bathrooms. Install 3 grab bars in hall bath and 1 grab bar in master bath – locations determined by homeowner.		
005	Windows	Replace one window in master bedroom.	All	

## 

A. Alternate bid item: Replace drainfield only:

**Owner Signature** 

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Co-Owner Signature

Contractor's Signature

<u>Taylor County Housing Program Bid Form</u>

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

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

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

The house is to be <u>X</u> occupied; <u>vacant for 60</u> days.

1

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

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Owner Signature	
Co-Owner Signature	
Contractor's Signature	
Taylor County Housing Program Bid Form	Page 3 of 3

## TAYLOR COUNTY HOUSING REHABILITATION PROGRAM <u>WORK WRITE-UP/BID FORM</u>

Owner:	<u>Nathan Harris</u>	
Address:	207 W. Walnut St. – Perry	
Mailing Address:	<u>Same</u>	
Phone #:	<u>850-584-</u> <u>2036</u>	Alternate Phone #:
Parcel #	<u>05043-</u> <u>000</u>	

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

Item #	System	Description of Work	Location	Price
001	Roof	Replace shingles, including all deteriorated roof decking and support members.	Roof	
002	Electrical	Install new minimum 150-amp panel and service. Rewire entire house with new wiring, receptacles, switches, GFIC receptacles and smoke detectors to meet current codes. Decorative Wire mold will be acceptable in inaccessible areas.	All	

**Owner Signature** 

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**Co-Owner Signature** 

Contractor's Signature

Taylor County Housing Program Bid Form

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

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

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

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

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

Owner Signature	
Co-Owner Signature	
Contractor's Signature	
Taylor County Housing Program Bid Form	Page 2 of 2

# TAYLOR COUNTY HOUSING REHABILITATION PROGRAM <u>WORK WRITE-UP/BID FORM</u>

Owner:	Terry Green	
Address:	610 W. Colson Street – Perry, FL	
Mailing Address:	<u>Same</u>	
Phone #:	<u>443-707-</u> 9167	Alternate Phone #:
Parcel #	<u>04702-</u> <u>000</u>	

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

Item #	System	Description of Work	Location	Price
001	Roof	Replace shingles, including all deteriorated roof decking and support members. Replace low slope roof with appropriate material, including all deteriorated roof decking and support members.	Roof	
002	Electrical	Install smoke detectors in hallways and bedrooms, hardwired in sequence with battery backup.	Various	
003	HVAC	Replace existing system with new Electric HVAC system with service to all habitable rooms. Include all ductwork, piping, electrical, return air vent, and registers for a complete new system. System must be Energy Star rated, minimum 15 SEER system. Replace existing heat/air window unit.	All	
004	Plumbing	Replace vent fan in hall bath. Replace tub stopper valve and escutcheon.	Hall Bath	

**Owner Signature** 

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Co-Owner Signature

Contractor's Signature

Taylor County Housing Program Bid Form

005	Windows	Replace two front windows, 1 side window, and 2 rear windows.	All	
006	Doors	Replace two front doors with new exterior pre-hung doors with Jamb Saver jambs. Include new hardware with deadbolts keyed alike.	Front	
007	Steps	Replace rear steps and handrails with new PT wood steps and handrails (unpainted).	Rear Steps	

Owner Signature

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Co-Owner Signature

Contractor's Signature

Taylor County Housing Program Bid Form

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

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

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

The house is to be X occupied; vacant for <u>60</u> days.

1

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

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

Owner Signature	
Co-Owner Signature	
Contractor's Signature	
Taylor County Housing Program Bid Form	Page 3 of

3

### Taylor County HOUSING REHABILITATION PROGRAM WORK WRITE-UP/BID FORM

Owner:	Queen Simmons				
Address:	<u>106 Kennedy St. – Perry</u>				
Mailing Address:	<u>Same</u>				
Phone #:	<u>850-838-2474</u>				
Parcel #	04995-000		Jay Moseley	Date:	11-15-2018
		By:			

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

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1400 sq. ft, 4 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on- grade, wood frame walls with HardiePlank© or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	

Owners Signature

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**Co-Owners Signature** 

Contractor's Signature

106 Kennedy St, Perry, FL

		Plans shall include a 20' X 14' parking pad with		
		wheelchair ramp to front door.		
004	ELECTRICAL, APPLIANCES, AND HVAC	<ul> <li>Minimum 200 amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house).</li> <li>Provide new 4 burner electric stove, new electric <i>Energy</i> <i>Star rated</i> water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star rated</i> refrigerator.</li> <li>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</li> </ul>	All	
005	INTERIOR	Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation. Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.	All	
006	PLUMBING	New plumbing fixtures shall include toilet with grab bars, walk in shower with built in seat (tile construction or pre-fabricated unit – homeowner to select type) and three grab bars (homeowner to select location), bathroom vanity and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.	All	
007	WINDOWS	Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number,	All	

**Owners** Signature

· \_ \_ \_ \_ \_

Co-Owners Signature

Contractor's Signature

		size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.		
008	CABINETS	Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom with light above mirror.	Kitchen	
009	MISC.	Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower bar, and minimum 5' X 5' concrete pads at exterior entrances. Install 911 addressing as required. Exterior shall be painted with one main color and one trim color. Provide photographic documentation of labels or other documentation for Energy Star appliances, light fixtures, windows and doors prior to final acceptance. Submit on disc or thumb drive in .jpg format.	Various	

Write Like Check:

# ALTERNATE BID ITEMS (Please provide unit prices)

(A)	Price for standard septic tank			
(B)	Price for standard drainfield			
(C)	Price for lift station tank, pump and electrical			
(D) (ne	Price for excavation and discarding of unsuitable soil			
(E)	Price for fill or elevated drainfield per foot of fill	2		-
(F)	Price for 4" well, tank and pump			
(G)	Price per load of additional fill material	-		
Owners Sigr	ature Co-Owners Signature	Contractor	's Signature	а.:

106 Kennedy St, Perry, FL

TOTAL

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

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

Work must be completed and approved within  $\underline{150}$  days of the issuance of the Notice to Proceed. This house is to be vacant for  $\underline{150}$  days.

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

8

**Owners Signature** 

2

**Co-Owners Signature** 

Contractor's Signature

Taylor County Housing Program Bid form

106 Kennedy St, Perry, FL

### Taylor County HOUSING REHABILITATION PROGRAM <u>WORK WRITE-UP/BID FORM</u>

Owner:	Alfred Donald Pettitt				
Address:	<u>1202 S. Robin St. – Perr</u>	У			
Mailing Address:	<u>Same</u>				
Phone #:	850-584-2157				
Parcel #	04670-000	Inspected By:	<u>Jay Moseley</u>	Date:	<u>11-15-2018</u>

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

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	A11	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank© or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	

2

**Co-Owners Signature** 

Contractor's Signature

1202 S. Robin St, Perry, FL

		Plans shall include a 20' X 14' parking pad with wheelchair ramp to front door.		
004	ELECTRICAL, APPLIANCES, AND HVAC	Minimum 200 amp service and wiring to meet NEC. (Note: electric service shall be located on side or rear of house). Provide new 4 burner electric stove, new electric <i>Energy</i> <i>Star rated</i> water heater, vented range hood, all electrical fixtures ( <i>Energy Star Rated</i> ), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star rated</i> refrigerator. HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.	All	
005	INTERIOR	Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation. Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.	All	
006	PLUMBING	New plumbing fixtures shall include toilet with grab bars, walk in shower with built in seat (tile construction or pre-fabricated unit – homeowner to select type) and three grab bars (homeowner to select location), bathroom vanity and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system, or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.	All	
007	WINDOWS	Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number,	All	

Owners Signature

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**Co-Owners Signature** 

Contractor's Signature

1202 S. Robin St, Perry, FL

		size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.		
008	CABINETS	Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom with light above mirror.	Kitchen	y.
009	MISC.	Provide minimum of 2 towel bars in bathroom, toilet paper holder, shower bar, and minimum 5' X 5' concrete pads at exterior entrances. Install 911 addressing as required. Exterior shall be painted with one main color and one trim color. Provide photographic documentation of labels or other documentation for Energy Star appliances, light fixtures, windows and doors prior to final acceptance. Submit on disc or thumb drive in .jpg format.	Various	

Write Like Check:\_\_\_\_\_

.x. : \_\_\_\_\_Z

# ALTERNATE BID ITEMS (Please provide unit prices)

(A)	Price for standard sept	tic tank		
<b>(B)</b>	Price for standard dra	infield		
(C)	Price for lift station ta	nk, pump and electrical		
(D)	Price for excavation a per ft.)	nd discarding of unsuitable so	il	
(E)		ed drainfield per foot of fill		
<b>(</b> F <b>)</b>	Price for 4" well, tank	and pump		
(G)	Price per load of addit	ional fill material		
Owners S	ignature C	o-Owners Signature	Contractor's	s Signature

Taylor County Housing Program Bid form

1202 S. Robin St, Perry, FL

TOTAL

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

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

Work must be completed and approved within  $\underline{150}$  days of the issuance of the Notice to Proceed. This house is to be vacant for  $\underline{150}$  days.

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

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

**Owners Signature** 

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**Co-Owners Signature** 

Contractor's Signature

Taylor County Housing Program Bid form

1202 S. Robin St, Perry, FL

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j.	TA	YLOR COUNTY BOARD OF COMMISSIONERS
		County Commission Agenda Item
SUBJECT/TITL)	E:	Board to review and approve bid documents for the leasing of 80 $\pm$ acres to be harvested for as hay at the Perry-Foley Airport.
Meeting Date:		December 10, 2018
Statement of Is	sue	Board to review and approve bid documents for the leasing of 80 <u>+</u> acres to be harvested as hay at the Perry-Foley Airport.
Recommendation	on:	Approve bid documents for the harvesting of hay at the Perry- Foley Airport.
Fiscal Impact:	\$	The annual amount currently being received for the lease is \$6,960.00
Submitted By:		Jami Boothby, Grants Coordinator
Contact:		Jami Boothby
History, Facts &	& Is:	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS Sues: The current contract for the harvesting of hay at Perry-Foley Airport is expiring In March 2019. 80 <u>+</u> acres have been harvested since 2001 for additional income for the Airport/County. The acreage is currently being leased for \$6,960.00 annually. The annual payment is due by September 30 each year.
Options:		Approve the bid documents. Deny the bid
Attachments:	1.	Notice of Request for Bids
	2.	Bid Documents

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JIM MOODY District 2 SEAN MURPHY District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

## NOTICE OF REQUEST FOR BIDS

### The Taylor County Board of County Commissioners is soliciting bids for <u>THE LEASING OF</u> <u>EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT,</u> <u>PERRY FLORIDA.</u>

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked <u>"Sealed bids for "THE LEASING OF</u> <u>EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT,</u> <u>PERRY FLORIDA.</u>" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than <u>4:00 PM</u>, local time, on <u>January 18, 2019</u>. All bids <u>MUST</u> have name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened and respondents announced at <u>9:00 AM</u> <u>January 22, 2019</u> local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

#### For additional information and bid package contact:

Ward Ketring Airport Manager 511 Industrial Park Drive OR Perry, FL 32348 (850)838-3519 airport@taylorcountygov.com Jami Boothby Grants Coordinator 401 Industrial Park Drive Perry, FL 32348 (850)838-3553 grants.assist@taylorcountygov.com

### BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com

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

#### GENERAL BID INFORMATION

- Bid documents shall be obtained from Ward Ketring, Airport Manager at Perry Foley Airport, 511 Industrial Park Drive, Perry, FL 32348 Telephone (850) 838-3519 or <u>airport@taylorcountygov.com</u>. or Jami Boothby, Grants Coordinator at 401 Industrial Park Drive, Perry, FL 32348 Telephone (850)838-3553 or <u>grants.assist@taylorcountygov.com</u>. Documents may also be obtained from <u>www.taylorcountygov.com</u>.
- Bids <u>MUST</u> be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than <u>4:00 PM, local time, January 18, 2019</u>.
- 3. Bids <u>MUST</u> be in a sealed envelope plainly marked on the outside: Sealed for bid for leasing of eighty (80) ± acres to be harvested as hay at Perry Foley Airport.
- 4. All bids <u>MUST</u> have a name and mailing address shown on the outside of the envelope or package when submitted.
- 5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened**.
- 6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
- 7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
- Bids shall be received and respondents announced on <u>January 22, 2019</u> at <u>9:00 AM</u> or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.
- 9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
- 10. It is the responsibility of the responders to fully understand and follow all contract expectations.
- 11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required and the bid will be disqualified.

- 12. The Taylor County Board of County Commissioners Does Not Accept Faxed Bids.
- Responders who elect to send sealed bids Overnight Express or Federal Express, must send the to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347.
- 14. For additional information, contact:

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Ward Ketring Airport Manager 511 Industrial Park Drive Perry, FL 32348 (850)838-3519 airport@taylorcountgov.com

or

Jami Boothby Grants Coordinator 401 Industrial Park Drive Perry, FL 32348 (850)838-3553 grants.assist@taylorcountygov.com

#### **BIDDER INFORMATION**

1. <u>Proposal</u>: The bidder's proposal shall include the amount the bidder will pay per acre to lease 80 ± acres at Perry – Foley Airport to be harvested for hay on annual basis.

The bidder must lease all 80 ± acres. The acreage will not be divided into parcels.

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

4

#### SCOPE OF WORK

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

# "THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT."

The eighty (80) ± acre field was planted at the Perry – Foley Airport in March of 2001.

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales.

Field can be inspected weekdays by appointment by contacting Ward Ketring at 850-838-3519 or at <u>airport@taylorcountygov.com</u>.

The successful bidder is required to fertilize the eighty  $(80) \pm$  acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

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

Payment for each crop year will be due by September 30 of each year. The eighty (80) ± acres is being leased at \_\_\_\_\_ per acre for a total annual payment of \_\_\_\_\_.

2019 lease payment is due by 9/30/2019. 2020 lease payment is due by 9/30/2020. 2021 lease payment is due by 9/30/2021. 2022 lease payment is due by 9/30/2022. 2023 lease payment is due by 9/30/2023.

This agreement will be for a period of five (5) years.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annul lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commissioners.

The successful bidder may not sub-lease the acreage.

The successful bidder may only use the land leased for the harvesting of hay.

Hay needs to be removed from the field within 30 days of baling.

MALCOLM PAGE District 1 JIM MOODY District 2 SEAN MURPHY District 3 PAM FEAGLE District 4 THOMAS DEMPS District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk Post Office Box 620 Perry, Florida 32348 (850) 838-3506 Phone (850) 838-3549 Fax LAWANDA PEMBERTON, County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, extension 7 Phone (850) 838-3501 Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 Phone (850) 584-2433 Fax

# PROJECT IDENTIFICATION: THE LEASING OF EIGHTY (80) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT.

THIS BID IS SUBMITTED TO:

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

#### **BID FORM**

- The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an
  agreement with OWNER in the form included in the Contract documents to lease 80 ± to be
  harvested as hay and to perform and furnish all work as specified or indicated in the Contract
  Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other
  terms and conditions of the Contract Documents.
- BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
  - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
  - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.
  - (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

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

1

Payment for lease will be due by September 30 of each year.

2019 lease payment is due by 9/30/2019. 2020 lease payment is due by 9/30/2020. 2021 lease payment is due by 9/30/2021. 2022 lease payment is due by 9/30/2022. 2023 lease payment is due by 9/30/2023.

- Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.
- 6. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.
- 7. Communications concerning this Bid shall be addressed to:

WARD KETRING (850)838-3519 airport@taylorcountygov.com Perry – Foley Airport 511 Industrial Park Drive Perry, Florida 32348

- 8. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.
- 9. BIDDER AGREES TO LEASE. 80 ± ACRES AT AN ANNUAL LEASE COST OF \_\_\_\_\_ PER ACRE TOTAL COST OF ANNUAL LEASE \_\_\_\_\_ (This <u>MUST</u> be filled out by Bidder.)

SUBMITTED on	,20
IF BIDDER IS:	
AN INDIVIDUAL:	
Ву	(seal)
Individual's Name	
Doing business as	
Business address	
Telephone No.:	
A PARTNESHIP:	
By: Firm Name	(seal)
Firm Name	
General Partner:	
Business Address:	
Telephone No.:A CORPORATION:	
Ву:	(seal)
State of Incorporation:	
By:	(seal)
Name of Person Authorized to Sign	
(Corporate Seal)Title	
	As Secretary
Attest: Business Address:	
Telephone No.:	
Date of Qualification To Do Business Is:	

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#### **BID CHECKLIST**

Check Items Included:

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

Checklist must be included with the bid.

#### SWORN STATEMENT UNDER SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No.

	for	
2.	This sworn statement is submitted by	
	Whose business address is	
		and
	(if applicable) its Federal Employer Identification Number (FEIN) is	,
	statement:	)
3.	My name is and my relationship to the e	ntity
	named above is	
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any othe state or with the United States, including, but not limited to, any bid or contract for goods or servic be provided to any public entity or an agency or political subdivision of any other state or of the Un States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.	es to

- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime: or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" incudes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

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

(Signature)

(Date)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,\_\_\_

(Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this

day of \_\_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC

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

	18			
TAYLOR COUNTY BOARD OF COMMISSIONERS				
	County Commission Agenda Item			
SUBJECT/TITLE:	Requesting Board approval for the Board to fully fund the Big Bend Transit "in town" shuttle during the holidays from December 10, 2018 to January 4, 2019.			
Meeting Date:	December 10, 2018			
Statement of Issue Recommendation:	town" shuttle from December 10, 2018 to January 4, 2019.			
Recommendation:	Approve fully funding the "in town" shuttle from December 10, 2018 to January 4, 2019.			
Fiscal Impact: \$	Funding the shuttle for this period will have an approximated cost of \$350. There is sufficient funding in the Big Bend Shuttle budget (0423) to cover this cost.Budgeted Expense: Yes 			
Submitted By:	Jami Boothby, Grants Coordinator			
Contact:	Jami Boothby			
	SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS			
History, Facts & Issues: For the past five years the Board has approved fully funding the "in town" shuttle during the holiday season. This program has been very successful with substantially increased ridership of the shuttle during this period. The County has received a \$250.00 donation from Mr. Conrad Bishop to fund the holiday shuttle again this year. There are sufficient funds in the Big Bend Shuttle budget to cover the remaining cost.				
	N/A			

MALCOLM PAGE District 1 JIM MOODY District 2 Frank Russell District 3 PAM FEAGLE District 4

Thomas Demps District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY SPORTS COMPLEX Greg "Boo" Mullins – RECREATION COORDINATOR

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

Ted Lakey County Administrator 201 East Green Street Perry, Florida 32347 (850) 838-3500, ext. 7 - Phone (850) 838-3501 - Fax CONRAD C. BISHOP, JR., County Attorney Post Office Box 167 Perry, Florida 32348 (850) 584-6113 - Phone (850) 584-2433 - Fax

# **Taylor County Sports Complex**

# Park Rules

I agree to enforce the rules of Taylor County Sports Complex, as stated below and in addition to the Field Use Agreement, during the event or season for which I/Organization am responsible. I further acknowledge that I/Organization am responsible for keeping the Taylor County Sports Complex clean and free of debris.

- 1. No tobacco products, alcoholic beverages, firearms or illegal substances allowed on the premises.
- 2. Children under the age of 16 shall be supervised by an adult at all times.
- 3. Shirts, shoes, and shorts or pants must be worn at all times.
- 4. No bicycles, motorcycles or automobiles allowed outside of the roadway and parking areas.
- 5. No skateboards, scooters, or radio controlled devices allowed.
- 6. No pets allowed unless required for ADA assistance.
- 7. Camping or leaving vehicles on the premises overnight is prohibited.
- 8. Be responsible, courteous and place all trash in receptacles.
- 9. Enjoy your visit and notify staff in the event of an emergency.

# 10. NO Outside Food or Beverage Allowed.

Name of Organization:

Signature of Organization Representative:

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

Board Calendar for FY 2019

PROPOSED BOARD MEETING DATES 1<sup>st</sup> meeting of the month 6:00 pm 2<sup>nd</sup> meeting of the month 9:00 am

December 10, 2018 January 7, 2019 and January 22, 2019 February 4, 2019 and February 19, 2019 March 4, 2019 and March 19, 2019 April 1, 2019 and April 16, 2019 May 6, 2019 and May 21, 2019 June 3, 2019 and June 18, 2019 July 8, 2019 and July 23, 2019 August 5, 2019 and August 20, 2019 September 3, 2019 and September 17, 2019 October 7, 2019 and October 22, 2019 November 4, 2019 and November 19, 2019 PROPOSED BOARD WORKSHOP DATES All workshops 6:00 pm

December No workshop scheduled January 10, 2019 February 7, 2019 March 7, 2019 April 11, 2019 May 9, 2019 June 13, 2019 July 11, 2019 August 8, 2019 September 12, 2019 October 10, 2019 November 14, 2019 December-No workshop scheduled

#### HOLIDAYS

December 9, 2019

Christmas Eve and Day 2018 New Years Day Martin Luther King Jr. Day Good Friday Memorial Day Independence Day Labor Day Veterans Day Thanksgiving Holidays Christmas Eve and Day

#### DATE OBSERVED

December 24 (Monday and December 25 (Tuesday) January 1 (Tuesday) January 21 ( Monday) April 19 ( Friday) May 27 (Monday) July 4 ( Thursday) September 2 ( Monday) November 11 (Monday) November 28 (Thursday) November 29 (Friday) December 24 (Tuesday) and December 25(Wednesday)

As of December 10, 2018

	(2)3)		
TAYLO	OR COUNTY BOARD OF COMMISSIONERS		
	County Commission Agenda Item		
SUBJECT/TITLE:	The Board to consider approval of the Second Amendment to the Memorandum of Understanding with the University of Florida for continued placement of the Marine Agent in Taylor County.		
Meeting Date Requested:	December 10, 2018		
Statement of Issue:	The original MOU was effected January 1, 2017 and ended September 30, 2017. The first amendment to that MOU ended September 30, 2018 This amendment will extend the MOU until September 30, 2019.		
Recommended Action:	Approve amendment		
Fiscal Impact:	\$26,142.67 for FY 2018-2019		
Budgeted Expense:	Yes		
Submitted By:	LaWanda Pemberton, Acting County Administrator		
Contact:	838-3500 x 7		
SUPP	LEMENTAL MATERIAL / ISSUE ANALYSIS		
History, Facts & Issues:			
Options:			

MOU First Amendment to MOU Second Amendment to MOU

Attachments:

4

#### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING FOR EXTENSION SERVICES is entered into  $(2 - 2 - 2 - 2)^{-1}$ , 20/2 between Taylor County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the University of Florida, Board of Trustees, hereinafter referred to as "UNIVERSITY."

#### WITNESSETH

WHEREAS, under the laws of the State of Florida and the Smith-Lever Act of May 8, 1914 (38 Statute 372), the University of Florida is charged with the dissemination of information on agriculture, family life, horticulture, natural resources, Sea Grant, and youth development through its Cooperative Extension Service to the public in the State of Florida; and

WHEREAS, this function is performed through the Extension Service-United States Department of Agriculture and State staff of Extension Specialist and resident Extension workers in the State; and

WHEREAS, the UNIVERSITY is responsible for planning and implementing educational programs for growers, families, homeowners, and young people within the COUNTY; and

Section 2

WHEREAS, said programs will be developed and implemented in the COUNTY by Extension Agents employed by the UNIVERSITY to work directly with local advisory committees and COUNTY personnel; and

WHEREAS, the Extension Agents will utilize appropriate Extension personnel from the UNIVERSITY and educational methods including the program development process, area subject matter information and other materials or methods as deemed necessary by Extension Agents in various program areas to conduct the aforesaid education programs.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

#### ARTICLE I PURPOSE

The Florida Extension Service was established as an integral part of the Institute of Food and Agricultural Sciences (IFAS), University of Florida, for the public purpose of "extending" research-based educational information from the University to the people of the State of Florida on subjects relating to agriculture, aquaculture, family and consumer sciences, 4-H youth development, environmental horticulture, natural resources, Sea Grant, energy and other programs deemed necessary. The Florida Extension Service makes the findings of research in these areas available to the people of Florida through the University of Florida, IFAS, Extension Service, in partnership with the Florida Counties Boards of County Commissioners.

To assure that educational programs meet the needs of local clientele, and comply with Section 1004.37 of the Florida Statutes, it is essential that the UNIVERSITY and COUNTY identify respective responsibilities.

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") establishes the respective responsibilities of the UNIVERSITY, through the Institute of Food and Agricultural Sciences, Extension Service and the COUNTY. The purpose of this AGREEMENT is to specify the terms under which the UNIVERSITY and the COUNTY will contribute to personnel, educational, technical and research information to Extension Service in the COUNTY.

#### ARTICLE II GOALS AND OBJECTIVES

This AGREEMENT covers the UF/IFAS Extension Agent- Marine position in the Taylor County Extension Office (herein referred to as "Extension Agent- Florida Sea Grant Marine Agent.").

#### ARTICLE III RESPONSIBILITIES

1) Responsibilities of UNIVERSITY

- a) With respect to the Extension Agent- Marine, UNIVERSITY shall:
  - i) Establish minimum employment requirements and qualifications for Extension Agent-Florida Sea Grant Marine Agent.
  - ii) Recruit, interview and screen candidates for employment Extension Agent- Florida Sea Grant Marine Agent.
  - iii) Employ Extension Agent in accordance with the provisions of Section 1004.37, Florida Statutes, and under such terms and conditions as the UNIVERSITY deems appropriate, and provide workers compensation insurance as required.
  - iv) Establish the total amount of the starting base salaries of Extension Agent- Florida Sea Grant Marine Agent.
  - v) Pay Extension's proportionate share of the salaries and fringe benefits of Extension Agent-Florida Sea Grant Marine Agent as more specifically set out in Section IV and Exhibit A.
  - vi) Determine the total dollar amount of any cost-of-living, merit, bonuses, and rank promotion salary increases.
- 2) Responsibilities of COUNTY.
  - a) With respect to broad program authorization, all Extension programs within the COUNTY are subject to the COUNTY authorization and approval. Substantive program changes (additions, deletions, etc.) are subject to COUNTY approval prior to implementation.
  - b) With respect to Extension Faculty, the COUNTY shall:
    - i) Participate in the administration of the cooperative extension services in accordance with the provisions of Section 1004.37, Florida Statutes.
    - ii) Pay the County's proportionate share of the salaries and fringe benefits of the Extension Faculty as more specifically set out in Article IV and Exhibit A.
  - c) With respect to management and administration, the COUNTY shall:

- i) Review and consider the annual departmental budget requests from UNIVERSITY and take action thereon as the COUNTY may deem appropriate.
- Provide and maintain office space, support personnel, equipment, supplies, utilities, demonstration materials, and funding and/or vehicles for official county travel (both incounty and out-of-county), and other operational needs for the Extension Agent -- Florida Sea Grant Marine Agent as the COUNTY may deem appropriate.
- 3) General Provisions:
  - a) Management and Administration:
    - i) Extension Faculty shall follow COUNTY policies relative to office hours and holidays.
    - ii) COUNTY shall allow Extension Agent Florida Sea Grant Marine Agent access to appropriate COUNTY owned facilities and COUNTY owned vehicles in accordance with COUNTY polies and procedures.
    - iii) All Extension Faculty appointments will be made cooperatively in accordance with Section 1004.37, Florida Statues.
    - iv) UNIVERSITY and the COUNTY will cooperate in coordinating Equal Employment Opportunity plans for Extension Agent – Florida Sea Grant Marine Agent.
    - v) The County Extension Director is responsible for operating this department under the joint direction of the COUNTY or designee and the UNIVERSITY's Dean of Extension or designee.
    - vi) The Extension Agent --Florida Sea Grant Marine Agent shall follow COUNTY fiscal processes and police for COUNTY operating funds.
    - vii) The Extension Agent –Florida Sea Grant Marine Agent will be permitted to charge appropriate fees to Extension program participants. These fees will be retained by UNIVERSITY Extension for use in program development and support, agent training, professional presentations, professional membership, reference materials and minor equipment purchases.
    - viii) The UNIVERSITY has determined that the Extension Agent –Florida Sea Grant Marine Agent, an employee of the UNIVERSITY is a professional employee exempt from the provisions of the Fair Labor Standards Act.

#### ARTICLE IV FUNDING AND PAYMENTS

- 1) The COUNTY agrees to pay the UNIVERSITY sums as indicated in Exhibit A towards salary expenses. This total sum represents the COUNTY'S share of funding Extension employee's salary and fringe benefits as outlined in Exhibit A. It is understood that no amount of funds specified hereto above should be used for payment of salaries or any other expenses of state personnel other than the Extension Agent-Florida Sea Grant Marine Agent. This agreement is cost reimbursable.
- 2) Salary outlined in Exhibit A will be modified and submitted to the COUNTY annually by the UNIVERSITY. Exhibit A is an estimate of projected salary expenses for the year and shall not require a separate written addendum to this agreement in order to implement annual changes in salaries and related fringe benefits. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

Proposed Annual Budget by April 15<sup>th</sup> – UNIVERSITY will include proposed figures for the COUNTY to begin its budget process.

Annual Budget Request by July  $1^{st}$  – UNIVERSITY will make necessary adjustment to Exhibit A figures as needed and submit a final budget request to COUNTY for approval.

- 3) The UNIVERSITY will not charge Facilities and Administrative costs to the COUNTY.
- 4) Payments shall be made on a quarterly basis as invoiced by the UNIVERSITY. The quarterly payments shall be in the amount as indicated on Exhibit A, and will be due within 30 days of receiving the quarterly invoices in January, April, July and October.

Taylor County Board of County Commissioners (Insert Address)

- 5) The policies established by the UNVERSITY in administering leave, including annual, sick, civil, holiday and military leave, and regarding payment of unused annual and sick leave upon separation, shall apply.
- 6) The COUNTY may elect to pay an annual salary supplement to extension personnel. The COUNTY shall fund 100% of the salary supplement, including salaries, fringe benefits, and worker's compensation, and will pay this sum to the UNIVERSITY during the COUNTY's quarterly payment as indicated in Exhibit A. Any salary supplement will be included in the annual County Budget Report that is sent to the UNIVERSITY each year. Upon receipt, if needed, the UNIVERSITY will update the salary projections in an updated Exhibit A and adjust the quarterly billings to accommodate the salary supplement.

#### ARTICLE V

#### PERIOD OF CONTRCT - RENEWAL - MODIFICATION

This AGREEMENT shall be effective as of the 2017 and shall continue through the <u>September 30</u> 2017 unless modified or terminated earlier. At the time of expiration, this Agreement will be updated as needed and resigned by both parties. This AGREEMENT may be modified at any time by mutual consent of both parties herein above. Salary dollar figures in Exhibit A will be submitted annually to the COUNTY for review and approval by the following time table:

#### ARTICLE VI MAINTENANCE OF RECORDS

Both parties will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the UNIVERSITY for a minimum of five (5) years from the date of termination of this contract. Each party to this AGREEMENT or their authorized representatives shall have reasonable and timely access to such records of each other party to this AGREEMENT for public records and audit purposes during the term of the AGREEMENT and for five (5) years following the termination of this AGREEMENT. If an auditor employed by the COUNTY or Clerk determines that monies paid to the UNIVERSITY pursuant to this AGREEMENT were spent for purposes not authorized by this AGREEMENT, the UNIVERSITY shall repay the monies together with

interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to the UNIVERSITY.

#### ARTICLE VII LIABILITY

The UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the UNIVERSITY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the UNIVERSITY. The COUNTY assumes any and all risks of personal injury and property damage attributable to the negligent acts of omissions of the COUNTY and the officers, employees, servants and agents thereof while acting within the scope of their employment by the COUNTY. UNIVERSITY, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to the UNIVERSITY's officers, employees, servants and agents while acting within the scope of their employment by the UNIVERSITY. The COUNTY warrants and represents that it is self-funded for liability insurance, both public and property with such protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by the COUNTY. UNIVERSITY and COUNTY further agree that nothing contained herein shall be construed or interpreted as (1) denying. to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the UNIVERSITY, State of Florida, or its agents, agencies, and subdivisions, to be sued; or (3) a waiver of sovereign immunity of the UNIVERSITY, State of Florida, or its agents, agencies, and subdivisions, beyond the waiver provided in section 768.28, Florida Statutes.

#### ARTICLE VIII CONTRACTUAL REQUIREMENTS

- 1) Governing Law, Venue, Interpretation, Costs, and Fees: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.
- Binding Effect. The terms, covenants, conditions and provisions of this AGREEMENT shall bind and inure to the benefit of the COUNTY and UNIVERSITY and their respective legal representatives, successors, and assigns.
- 3) Nondiscrimination. The COUNTY and UNIVERSITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this AGREEMENT automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and UNIVERSITY agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. Covenant of No Interest. The COUNTY and UNIVERSITY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this AGREEMENT.
- 4) Code of Ethics. The COUNTY and UNIVERSITY agree that their respective officers and employees are required to comply with the standards of conduct for public officers and employees as delineated

in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

- 5) No Solicitation/Payment. The COUNTY and UNIVERSITY warrant that, in respect to itself, it has neither employed no retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon ore resulting from the award or making of this AGREEMENT. For the breach or violation of the provision, the University agrees that the COUNTY shall have the right to terminate this AGREEMENT without liability and at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 6) Public Access. The COUNTY and UNIVERISTY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and UNIVERSITY in conjunction with this Agreement; and either party shall have the right to unilaterally cancel this AGREEMENT upon violation for this provision by the other.
- 7) Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the COUNTY and UNIVERSITY in this AGREEMENT and the acquisition of any commercial liability insurance coverage, self-insurance coverage or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the COUNTY be required to contain any provision for waiver.
- 8) Privileges and Immunities. All of the privileges and immunities for liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agents when performing their respective functions under this AGREEMENT within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.
- 9) Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This AGREEMENT is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law. Further, this AGREEMENT is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the either party, except to the extent permitted by the Florida constitution, state statute and case law.
- 10) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this AGREEMENT to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the COUNTY and UNIVERSITY agree that neither the COUNTY nor the UNIVERSITY or any agent, officer or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this AGREEMENT separate and apart, inferior to or superior to the community in general or for the purposes contemplated in this AGREEMENT.

- 11) No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the COUNTY in his or her individual capacity, and no member, officer, agent or employee of the COUNTY shall be liable personally on this AGREEMENT or be subject to any personal liability or accountability by reason of the execution of this AGREEMENT.
- 12) Execution in Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this AGREEMENT by signing any such counterpart.
- 13) Section Headings. Section headings have been inserted in this AGREEMENT as a matter of convenience of reference only, and it is agreed that such section heading are not a part of this AGREEMENT and will not be used in the interpretation of any provision of this AGREEMENT.

#### ARTICLE IX NOTICES

Any notice, request, demand, consent approval or other communication required or permitted by this AGREEMENT shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) delivery by commercial overnight courier service; or c) mailed by registered or certified mail (postage prepaid), return receipt requested. For the purposes of notice the addresses are:

To County:

To University:

Dustin Hinkle, Co Administrator Taylor County 201 E Green Street Perry FL 32347

UNIVERSITY OF FLORIDA Division of Sponsored Research 219 Grinter Hall, PO Box 115500 Gainesville, FL 32611-5500 ١

And copied to

UNIVERSITY OF FLORIDA IFAS County Operations 1062 McCarty Hall D, PO Box 110220 Gainesville, FL 32611-0220 This AGREEMENT shall be effective on 5 n - 7, 2017 APPROVED BY:

FOR COUNTY:

Board of County Commissioners Representative

APPROVED AS TO FORM AND LEGALITY:

0M

County Attorney

FOR THE UNIVERSITY:

University of Florida

the second secon

12 /13/2016 DATE

12/1/16 DATE

DATE

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Taylor County - Florida Sea Grant Marine Agent - Grant PY 2017 Summary Salary Projection 10/1/2016 - 9/30/2017 11/21/2016

Payroll Due from County for FY 2017 Blanco, Victor 16,469.08

Total payroll Due: 16,469.08

Estimated budget Schedule:	
January 10, 2017	4,117.27
April 10, 2017	4,117.27
July 10, 2017	4,117.27
October 10, 2017	4,117.27
Total:	16,469.08

\*Agreement is cost reimbursable, so amounts indicated could vary.

Please remit invoices to:

		Ei Charles	n Sein Grunt Merline Againt - Grunt elery Datella ofton: 10/1/16-9010/2017			
10/1/16-9/30/17						
Banco, Victor		Percentage	State 80.000%	County 20.000%	100.00%	3% Inflation
COLUMN STREET, STRE	4040403492077	Salary	50,400.00	12,600.00	\$63,000.00	
aculty Pool Rate	25.90%	Pooled Fringe	13,557.60	3,389.40	16.947.00	
xempt		Grand Totals	63 957 60	15,989 40	79,947.00	
			1			
Blanco, Victor		\$63,000.00			15,989.40	16,469 0

\*\*\* FY 17: 70% State & 30% County

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# FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING between Florida Cooperative Extension Service, Institute of Food and Agricultural Services, University of Florida and the Board of County Commissioners of Taylor County, Florida

THIS FIRST AMENDMENT, to the Memorandum of Understanding is made this \_\_\_\_\_\_ day of September, 2017 between Taylor County, a political subdivision of the State of Florida (County) and the University of Florida Board of Trustees (University).

WHEREAS, the County and University entered into a Memorandum of Understanding (MOU) effective January 1, 2017 providing for the operation of the Florida Cooperative Extensions Service Program; and

WHEREAS, the term of the existing MOU ends September 30, 2017; and

WHEREAS, the County and University would like to continue the education extension service provided by the University in a manner that will require revision of the existing agreement as contemplated in the Original MOU adopted January 1, 2017; and

WHEREAS, the MOU is subsequently amended to address issues related to providing for employees, funding and administrative rules regulating the Florida Cooperative Extension Service Program in Taylor County; and

WHEREAS, in order to avoid a break in the services provided by the University and allow for the adoption of a new MOU as required, the County and University find it reasonable and appropriate to extend the existing MOU until September 30, 2018.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the existing MOU and this Amendment, the parties hereby agree as follows.

# Article VI of the MOU, which support the UF/IFAS Extension Agent-Marion position in Taylor County Extension Office, titled "Period of Contract-Renewal-Modification" shall be revised to the following:

This AGREEMENT shall be effective as of October 1<sup>st</sup>, 2017 and shall continue through September 30, 2018, unless modified or terminated earlier. At the time of expiration, this AGREEMENT may be updated as needed and resigned by both parties. This AGREEMENT may be modified at any time by mutual consent of both parties herein above.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed the day, month and year aforesaid.

Attest:

**TAYLOR COUNTY:** 

**CLERK OF COURT** 

BOARD OF COUNTY COMMISSIONERS

OF TAYLOR COUNTY, FLORIDA

DEPUTY CLERK

CHAIRMAN

Approved as to Form:

Office of County Attorney

UNIVERSITY OF FLORIDA,

**Division of Sponsored Programs** 

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

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IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed the day, month and year aforesaid.

Attest:

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**!**..

#### **TAYLOR COUNTY:**

CLERK OF COURT

nu CLERK

Approved as to Form:

211

Office of County Attorney

UNIVERSITY OF FLORIDA,

**Division of Sponsored Programs** 

BY: Digitally signed by Brenda Cox Date: 2017.11.21 09:01:27 -05'00' BOARD OF COUNTY COMMISSIONERS

OF TAYLOR COUNTY, FLORIDA

1. Jage Vice CHAIRMAN

# Exhibit "A" - PROPOSED Budget

		Total: \$	68,034.90
FY 2019 **	10/01/18 - 09/30/19		26,142.67
FY 2018 **	10/01/17 - 09/30/18		25,423.15
FY 2017 **	10/01/16 - 09/30/17		16,469.08
Salary Due From Cou	Projection 10/01/20 Prepared 12 nty By FY - Marine TACO		
	Marine Agent - Ta Summa		

Projected Payment Schedule*	FY2017	FY2018	FY2019	Total
January 10	4,117.27	6,355.79	6,535.67	
April 10	4,117.27	6,355.79	6,535.67	
July 10	4,117.27	6,355.79	6,535.67	
October 10	4,117.27	6,355.79	6,535.67	
Total :	16,469.08	25,423.16	26,142.68	68,034.92

Please remit invoici	

\* The above is a payment guideline, this is a cost reimbursable contract.

\*\*UF will only release budget for the current year. Future fiscal year budget releases may be different than what appears above.

# SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING between Florida Cooperative Extension Service, Institute of Food and Agricultural Services, University of Florida and the Board of County Commissioners of Taylor County, Florida

**THIS FIRST AMENDMENT**, to the Memorandum of Understanding is made this \_\_\_\_\_\_ day of September, 2018 between Taylor County, a political subdivision of the State of Florida (County) and the University of Florida Board of Trustees (University).

WHEREAS, the County and University entered into a Memorandum of Understanding (MOU) effective January 1, 2017 providing for the operation of the Florida Cooperative Extensions Service Program; and

WHEREAS, the term of the existing MOU ends September 30, 2018; and

WHEREAS, the County and University would like to continue the education extension service provided by the University in a manner that will require revision of the existing agreement as contemplated in the Original MOU adopted January 1, 2017; and

WHEREAS, the MOU is subsequently amended to address issues related to providing for employees, funding and administrative rules regulating the Florida Cooperative Extension Service Program in Taylor County; and

WHEREAS, in order to avoid a break in the services provided by the University and allow for the adoption of a new MOU as required, the County and University find it reasonable and appropriate to extend the existing MOU until September 30, 2019.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the existing MOU and this Amendment, the parties hereby agree as follows.

# Article VI of the MOU, which support the UF/IFAS Extension Agent-Marion position in Taylor County Extension Office, titled "Period of Contract-Renewal-Modification" shall be revised to the following:

This AGREEMENT shall be effective as of October 1<sup>st</sup>, 2018 and shall continue through September 30, 2019, unless modified or terminated earlier. At the time of expiration, this AGREEMENT may be updated as needed and resigned by both parties. This AGREEMENT may be modified at any time by mutual consent of both parties herein above.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed the day, month and year aforesaid.

Attest:

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**TAYLOR COUNTY:** 

CLERK OF COURT

### BOARD OF COUNTY COMMISSIONERS

OF TAYLOR COUNTY, FLORIDA

DEPUTY CLERK

CHAIRMAN

Approved as to Form:

Office of County Attorney

UNIVERSITY OF FLORIDA,

**Division of Sponsored Programs** 

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