

SUGGESTED DRAFT AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, JUNE 18, 2019  
9:00 A.M.

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

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 RECEIVE RFP'S FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES FOR THE COMPETITIVENESS & EMPLOYMENT BY RAIL (CEBYR) PROJECT GRANT, SET FOR THIS DATE AT 9:00 A.M., OR AS SOON THEREAFTER AS POSSIBLE.

5. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 9:05 A.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM, FOR THE 2020-2021 FUNDING CYCLE, REQUESTING FUNDING ASSISTANCE FOR ADDITIONAL IMPROVEMENTS TO THE TAYLOR COUNTY SPORTS COMPLEX.

(SECOND AND FINAL PUBLIC HEARING TO BE HELD ON MONDAY, JULY 8, 2019, AT 6:00 P.M.)

CONSENT ITEMS:

6. THE BOARD TO CONSIDER APPROVAL OF MINUTES OF MAY 21, 28 AND JUNE 3, 2019.
7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE FLORIDA DEPARTMENT OF REVENUE CONTRACT FOR SHERIFF'S SERVICE OF PROCESS ON ALL TITLE IV-D CHILD SUPPORT ENFORCEMENT ACTIONS, AS AGENDAED BY THE CLERK.
9. THE BOARD TO CONSIDER APPROVAL OF THE T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR PHIL HANCOCK, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 1, TO CONSTRUCT A SIDEWALK ALONG GREEN STREET AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. THE BOARD TO CONSIDER APPROVAL OF THE MEMORANDUM OF AGREEMENT (MOA) AND THE OPERATIONS AND MAINTENANCE MANUAL (OMM), AS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) TO MAINTAIN THE LICENSE AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

PUBLIC REQUESTS:

12. HUGH THOMAS, SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD), TO APPEAR TO PROVIDE A BRIEF OVERVIEW OF THE DISTRICT AND PRESENTATION OF PAYMENT IN LIEU OF TAXES (PILT) CHECK.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

13. THE CLERK TO DISCUSS WITH THE BOARD, ADVERTISING FOR BIDS ON ADDITIONAL LANDS PER ESCHEATMENT DEEDS AND TO RE-ADVERTISE FOR PARCELS THAT DID NOT SELL AT THE LAST BIDDING.
14. THE CLERK TO DISCUSS WITH THE BOARD, TAX DEED APPLICATIONS ON SHIP HOMES.

COUNTY STAFF ITEMS:

15. THE BOARD TO DISCUSS THE TAYLOR COUNTY MASTER PLAN FOR MOBILITY, RECREATION AND CONNECTIVITY FUNDED THROUGH A DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT, AS AGENDAED BY THE GRANTS DIRECTOR.
16. THE BOARD TO DISCUSS THE UPCOMING FUNDING CYCLE AND POSSIBLE PROJECT OPTIONS FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FY 2020-2021, AS AGENDAED BY THE GRANTS DIRECTOR.
17. THE BOARD TO CONSIDER APPROVAL OF THE REQUEST MADE BY THE SHERIFF TO ADD ONE (1) STOP SIGN TO THE INTERSECTION OF JIMMY ARCHER ROAD AND JOEL AMAN ROAD, AS AGENDAED BY HANK EVANS, PUBLIC WORKS DIRECTOR.
18. THE BOARD TO DISCUSS PROPOSED PALMETTO RANCHES SUBDIVISION FINAL PLAT, AS AGENDAED BY THE COUNTY ENGINEER.
19. THE BOARD TO DISCUSS PROPOSED PALMETTO RANCHES SUBDIVISION CONSTRUCTION PLANS, AS AGENDAED BY THE COUNTY ENGINEER.
20. THE BOARD TO CONTINUE DISCUSSION OF THE FEE SCHEDULE FOR ROLL-OFF SITE DISPOSAL, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

GENERAL BUSINESS:

21. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION SETTING THE FINE FOR VIOLATION OF THE RECREATIONAL VEHICLE (RV) DENSITY REGULATIONS OF SECTION 42-652(4)(E) OF THE CODE OF ORDINANCES, AS PREPARED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

22. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
23. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
24. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

[www.taylorcountygov.com](http://www.taylorcountygov.com)

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



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to receive Request For Proposals (RFP) for Construction Engineering and Inspection (CEI) Services required for the Competitiveness & Employment By Rail (CEBYR) Project Grant, FASTLANE Grant Program for the upcoming railroad project at 9:00 a.m.

**MEETING DATE REQUESTED:**

June 18, 2019

**Statement of Issue:** Board to receive RFP's for the CEI Services required for the upcoming railroad project at 9:00a.m. Recommendation of award or recommendation of setting a time for presentations from proposers to be made to Board at the July 1, 2019 meeting.

**Recommended Action:** Receive RFP's.

**Fiscal Impact:** The CEI services will be funded by the FRA FASTLANE grant and project partners/stakeholders Georgia & Florida Railway (GFRR). The County will not be providing funding for the CEI.

**.Budgeted Expense:** Y/N The County will not be providing funding for the CEI.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County has been awarded a CEBYR Grant through the Federal Railroad Administration FASTLANE Grant Program. The services of a CEI with rail project management experience will be required for the project. The Board approved and executed the grant agreement for the project at the May 21, 2019 meeting.

**Attachments:** Not Applicable

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to hold the first of two public hearings at 9:05 a.m. to discuss and receive public input for the upcoming funding cycle of the Florida Recreation Development Assistance Program (FRDAP) FY 2020-2021 and the possibility of submitting grant application for an additional phase for the continued development and improvements to Taylor County Sports Complex.

**MEETING DATE REQUESTED:**

June 18, 2019

**Statement of Issue:** Board to discuss and receive public input for the possible grant submission to the FY 2020-2021 funding cycle of FRDAP for the continued development and improvements to Taylor County Sports Complex.

**Recommended Action:** Not applicable

**Fiscal Impact:** The County is eligible to receive a maximum of \$200,000 per grant application. It is important to note the state frequently only funds projects which are \$50,000 or less.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County is holding the first of two public hearings to discuss possible grant application to the FRDAP program FY 2020-2021 for the continued development and additional improvements to Taylor County Sports Complex. The second public hearing will be held July 8, 2019 at 6:00 p.m. The County is eligible to submit two grant applications to the program. Projects submitted for funding assistance must be included in the County's five-year Capital Improvement Plan. The County has funded numerous projects through this grant program with the most recent being: four phases at the Sports Complex, two phases at Steinhatchee Park and pier, Keaton Beach Coastal Park, and three phases at Hodges Park.

**Attachments: Information on the FRDAP Program and grant application requirements.**



**Florida Department of Environmental Protection**  
**Application Instructions Guide for**  
**Florida Recreation Development Assistance Program**

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**FACTS ABOUT FRDAP**

**WHAT IS FRDAP AND HOW IS IT ADMINISTERED?**

The Florida Recreation Development Assistance Program (FRDAP) is a competitive program which provides grants to local governmental entities for acquisition and development of land for public outdoor recreation use or to construct recreational trails. The Florida Department of Environmental Protection (DEP), Office of Operations, Land and Recreation Grants Section administers FRDAP. The FRDAP Administrative Rule can be downloaded at <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>.

**WHO MAY APPLY FOR FRDAP FUNDS?**

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

**WHAT IS THE GENERAL APPLICATION INFORMATION?**

A proposed FRDAP project must be for one of the three following categories: acquisition of land for public outdoor recreational purposes, development and/or renovation of land for public outdoor recreational purposes, or construction and/or renovation of a public recreational trail. If an **acquisition** project receives a FRDAP grant, the applicant must develop the acquired site for public outdoor recreation use within three (3) years.

**HOW DO I APPLY?**

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Each applicant may only have a total of three (3) active projects, including any applications being submitted. Applications must involve only one project site except for acquisition or development of salt water beach access. DEP evaluates applications on the basis of the information provided by the applicants, except where such data is superseded by official DEP information. Failure by an applicant to present all required application information and documentation may result in the application being declared ineligible for funding consideration, or may result in a loss of points from the applicant's competitive score. **Applications will be evaluated and scored based on the information submitted by the application submission deadline.**

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Applicants must submit three copies (1 original and 2 copies) of the completed application and all supporting documents during the announced submission period of **(October 1-15, 2018)**. Please use a **soft covered binder**, no **HARD** 3-ring binders. To facilitate review and scoring, please tab all exhibits. Applications must be postmarked **NO LATER THAN October 15, 2018**, and submitted to:

2019

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
LAND AND RECREATION GRANTS SECTION  
3900 COMMONWEALTH BOULEVARD, MAIL STATION 585  
TALLAHASSEE, FLORIDA 32399-3000

If you plan to prepare this document by retyping or downloading it to your computer, the language and format used must exactly match this application. You may request an electronic application by e-mailing: [Angie.Bright@dep.state.fl.us](mailto:Angie.Bright@dep.state.fl.us) & [Tamika.Bass@dep.state.fl.us](mailto:Tamika.Bass@dep.state.fl.us), or visit our website at: <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>.

#### WHAT IS THE MAXIMUM GRANT AMOUNT?

Maximum grant funds an applicant may apply for is \$200,000.

#### GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

#### WHAT CAN I USE TO MATCH A FRDAP GRANT?

Cash, Land Value of **undeveloped** land owned by applicant (subject to conditions), and In-kind Services

Refer to Rule Chapter 62D-5.055(4), Florida Administrative Code (F.A.C.) for complete information on match requirements and match types.

#### HOW ARE FRDAP GRANTS AWARDED?

Each application is reviewed to determine eligibility. The Office of Operations, Land and Recreation Grants Section evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration. **DEP's performance and obligation to award program grants is contingent upon an annual appropriation by the Florida Legislature. Should the project receive funding, the grantee will have up to three (3) years from the start of the state's fiscal year in which funds are appropriated to complete the project.**

If questions arise while preparing the application, please contact the Land and Recreation Grants Section at 850-245-2501.

**B. 2008 Relative Need Index by Region**

The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8 of this application:

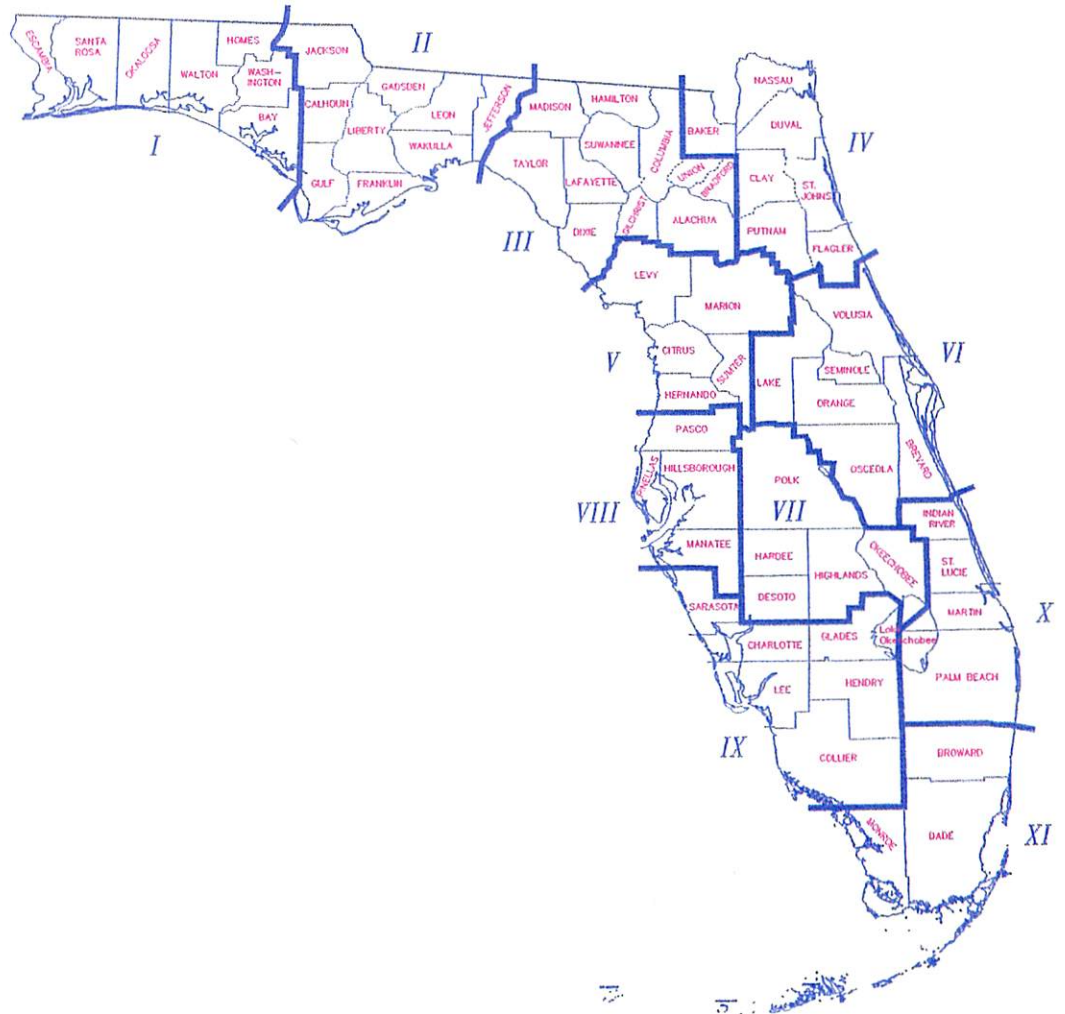
**(7 points)**

- ☐ I Saltwater Beach Activities\* Baseball or Softball \* Picnicking \*Football  
Outdoor Swimming Pool Use \* Saltwater Non-Boat Fishing \* Golf  
RV / Trailer Camping \* Freshwater Boat Ramp Use \* Soccer or Rugby
- ☐ II Saltwater Beach Activities \* Nature Study \* Historical or Archeological Sites  
Baseball or Softball \* Picnicking \* Freshwater Boat Ramp Use \* Football  
Hunting \* Horseback Riding \* Outdoor Swimming Pool Use
- ☐ III Football \* Picnicking \* Nature Study \* Soccer or Rugby \* Baseball or Softball  
Horseback Riding \* Outdoor Basketball \* RV / Trailer Camping  
Freshwater Boat Ramp Use \* Bicycle Riding – Unpaved Trails
- ☐ IV Historical or Archeological Sites \* Baseball or Softball \* Football  
Saltwater Beach Activities \* Picnicking \* Outdoor Swimming Pool Use \* Outdoor  
Basketball \* Nature Study \* Golf \* Soccer or Rugby
- ☐ V Picnicking \* Football \* RV / Trailer Camping \* Nature Study \* Baseball or Softball  
Bicycle Riding - Unpaved Trails \* Outdoor Basketball \* Soccer or Rugby  
Horseback Riding \* Outdoor Swimming Pool Use
- ☐ VI Picnicking \* RV / Trailer Camping \* Football \* Baseball or Softball  
Outdoor Swimming Pool Use \* Nature Study \* Historical or Archeological Sites  
Outdoor Basketball \* Saltwater Beach Activities \* Soccer or Rugby
- ☐ VII RV / Trailer Camping \* Picnicking \* Baseball or Softball \* Outdoor Swimming Pool Use  
Nature Study \* Freshwater Boat Ramp Use \* Football \* Golf \* Horseback Riding  
Outdoor Basketball
- ☐ VIII Picnicking \* RV / Trailer Camping \* Baseball or Softball \* Football \* Outdoor  
Swimming Pool Use Saltwater Beach Activities \* Golf \* Outdoor Basketball \* Outdoor  
Tennis \* Soccer or Rugby
- ☐ IX Picnicking \* RV / Trailer Camping \* Saltwater Beach Activities \* Outdoor Swimming  
Pool Use Golf \* Football \* Nature Study \* Baseball or Softball \* Outdoor Tennis \*  
Historical or Archaeological Sites
- ☐ X Football \* Golf \* Baseball or Softball \* Outdoor Swimming Pool Use \* Picnicking \*  
Outdoor Tennis Saltwater Beach Activities \* Outdoor Basketball \* RV / Trailer Camping  
\* Soccer or Rugby



☐ XI

Outdoor Swimming Pool Use \* Picnicking \* Football \* Baseball or Softball \* Saltwater Beach Activities \* Outdoor Tennis \* Golf \* Outdoor Basketball \* Saltwater Non-Boat Fishing \* RV / Trailer Camping



- B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant's population density as set forth in the study titled **"1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA"**. Use the table below to determine in which priority funding need ranking the project falls. (Check **ONLY one**):

☐ Highest Priority Funding Need (13 points)

☐ Second Highest Priority Funding Need (8 points)

Population Density 1 – Population Under 10,000	Rank 1 Rank 2	Construction Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1 Rank 2	Renovation Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1 Rank 2	Construction Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1 Rank 2	Construction Renovation
Population Density 5 – Population 100,000 and Over	Rank 1 Rank 2	Renovation Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

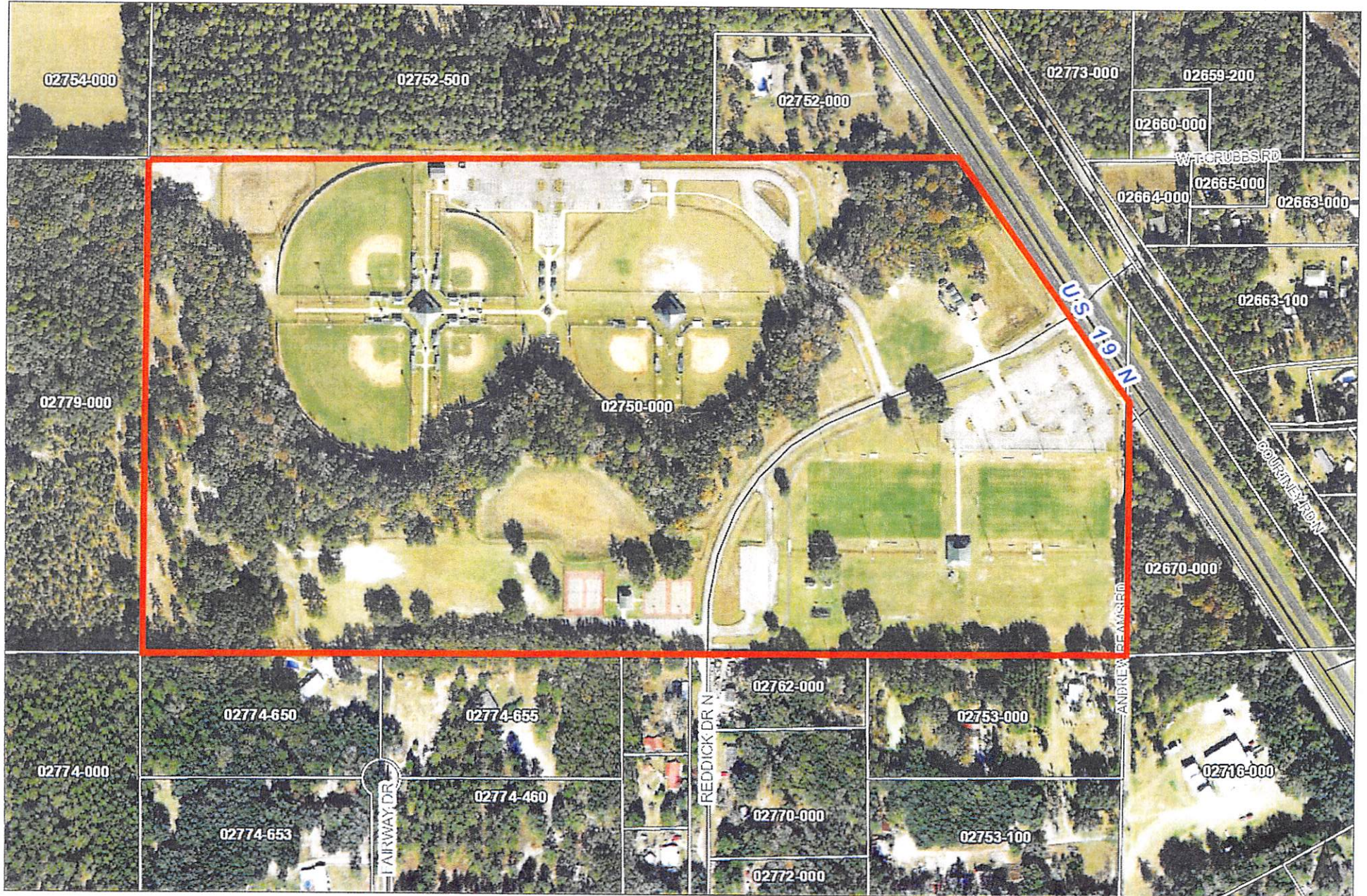


## Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation	Construction			
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Support Facilities	6	Cluster I
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	Cluster II
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	Cluster III
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	
12	Exercise Trails	3	Handball Courts	3	Cluster IV
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	Cluster V
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	Cluster VI
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999







## CONTRACT/LEASE ROUTING SHEET

v9 last updated 12/03/18

Contract Mgr: Jamie Bailey  
Purchasing Mgr: Alison ThomasPhone: 850-617-8042  
Phone: 850-617-8132

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## Section 1 - Program Completes

## 1. CONTRACT INFORMATION

Vendor contact Name &amp; Email

Leandra Borklund (child\_support@taylorclerk.com)

PROGRAM: CSP CONTRACTOR Taylor County Board of County Commissioners Contract # CST62 \*\*If new - replaces #

CONTRACT TYPE: \*\*New ☐ Amendment ☒ Renewal ☐ Extension ☐ CONTRACT BENEFITS: EXE ☐ CSP ☒ GTA ☐ ISP ☐ PTO ☐

CONTRACT TERM: Starts 07/01/14 Ends 06/30/19 New End Date 06/30/20 ORIGINAL CONTRACT AMT: \$ 38,437.50

AMENDMENT# 1 and/or RENEWAL # AMOUNT of: Increase Decrease \$ REVISED CONTRACT AMT: \$ 25,094.20

AVAILABLE RENEWALS: Select Other RENEWAL TERM LENGTH: Year(s) Month(s)

Description 500-characters - Non-competitive contracts (single source, emergency, interagency, exemption, etc.) in excess of \$35,000 - MUST COMPLETE PAGE 2

This amendment updates the Original Contract as follows: A) Add Paragraph X - Additional Requirements Due to Federal Funding B) Modify Section III, Paragraph H to indicate Attachment D is NOT included as part of this contract, and C) Removes Attachment D. These actions are a result of the designation of "Subrecipient being removed. Sheriff provides service of process and writ service which can include: service of legal notice, personal service, service of subpoena, and/or writ of bodily attachment. \*Non-competitive contract cost analysis is not required because Sheriff service fees are set forth by s. 30.231. F.S. Renewal 1 of 1.

## APPROVALS

 OCSE ☐ CFO ☐ DMS ☐ Governor and Cabinet ☐ IRS ☐ Office of Attorney General ☐ Other ☐  
 Is Business Case Required? No Yes (If Yes, include original routed and approved Business Case)
FEDERAL FUNDS USED? No Yes (If yes, attach printout from the System for Award Management. Go to [www.sam.gov](http://www.sam.gov))

INITIAL FUNDING SOURCE: ORG Code EO OCA Object Category (Use additional sheets for multiple funding source)

ESTIMATED COST By FY	Yr1	FY	14/15	Amt. \$	4065.60	Yr4	FY	17/18	Amt. \$	3055.80
Note: If the funding amount requires adjustment for any year, contact OA via email to adjust. Copy Purchasing and update CATS.	Yr2	FY	15/16	Amt. \$	4276.80	Yr5	FY	18/19	Amt. \$	5000.00
	Yr3	FY	16/17	Amt. \$	3696.00	Yr6	FY	19/20	Amt. \$	5000.00

## 2. PROGRAM REVIEW to comply with Section 287.057(18) NOTE: LEASE MGR REVIEW FOR PROGRAM

Approved DocuSigned by: Jamie Bailey 5/17/2019 | 7:26 AM EDT Comments: DS JAM

## 3. GENERAL COUNSEL REVIEW/APPROVAL to comply with Section 287.057(18)

Program Internal Legal Review- Initial only

Approved DocuSigned by: 5/17/2019 | 7:54 PM EDT Comments: DS JK

## OFM DOCUSIGN ROUTING FOR ITEMS 2-10

## 4. Purchasing/Facility Review to comply with Section 287.057(18)

NOTE: FACILITY MGR APPROVAL FOR PROGRAM

## METHOD OF PURCHASE

 ITB ☐ RFP ☐ ITN ☐ State Contract ☐ Sole Source ☐  
 Exemption ☐ Other:

Commodity Code n/a

Procurement # n/a

## OFM PURCHASING APPROVALS

Purchasing Manager: Alison Thomas 5/20/2019 | 8:01 AM EDT OFM Initials: DS RB Comments: DS BS

## 5 CIO REVIEW to comply with Section 282.3055, Florida Statutes, and DOR Policy DOR-ITP-002

Approved: Comments:

## 6. GENERAL COUNSEL FINAL REVIEW (Only if further review is required) to comply with Section 287.057(18)

Approved: Comment:

## 7. OPERATIONAL ACCOUNTING REVIEW to comply with Section 287.057(18)

OA Reviewer Initials:

Approved DocuSigned by: Sally Huggins 5/21/2019 | 8:26 AM EDT

DS DB

## 8. OFM DEPUTY DIRECTOR REVIEW:

DocuSigned by:

Shannon Chappin

5/21/2019 | 8:52 AM EDT

Comments

## 9. CONTRACTOR SIGNATURE DATE: (EXE will not execute until after contractor sign)

Pam Feagle, Chairman TCBC

## 10. EXE CONTRACT EXECUTION: to comply with Section 287.058(2)

Comments:

APPROVED:

Rec'd Purchasing: TG 05-16-19

**Complete for non-competitive purchases in excess of \$35,000****NON-COMPETITIVE CHECK SHEET**

In accordance with DFS Agency Addressed Memorandum No. 01 (2010-11), the following information shall be provided for reporting by Operational Accounting

Contract Number: CST62

- 1) Summary of time constraints that applied to the procurement: *N/A*
- 2) Justification for not using competitive solicitation: *Government Sole Source, Sheriff fees are set forth by F.S. 30231.*
- 3) Statutory Exemption or Exception claimed: Select *LAW-Fed/State law prescribes contractor 287.057(1)*
- 4) Contract's payment method: Select *Fixed Price (Deliverable based)*
- 5) Catalog of Federal Domestic Assistance Number (If applicable): Select *N/A*
- 6) Catalog of State Financial Assistance Number (if Applicable):

**Non-Competitive Contract Cost Analysis**

In accordance with Chief Financial Officer Memorandum No. 3 (2009-2010), a cost analysis is required for non-competitive contracts in excess of \$35,000. Cost analysis for contracts with a total value of \$35,000 to \$999,999.99 shall be maintained in the Contract Manager's file with a copy provided at contract routing. For contracts with a total value which exceed \$1,000,000, the analysis shall be submitted to the CFO with the contract documents. Again, the cost analysis must be provided with the contract routing sheet at execution.

The Contractor shall provide detailed cost information related to direct and indirect costs used to price the non-competitive agreement. These costs may include salary, equipment, utility, travel, fringe benefits, overhead and other indirect costs associated with the provision of services and commodities required by the contract. All costs must be deemed allowable, reasonable and necessary and fully documented in writing by the Contract Manager. The cost analysis must be certified with name, signature, title and date. See the above memorandum for a sample cost analysis form.

**Any non-competitive contract in excess of \$35,000 without a cost analysis attached to the Contract/Lease Routing Sheet will not be processed.** Contact Operational Accounting at 617-8430.

**Non-Competitive Cost Analysis is included in the Business Case packet and should be completed prior to routing of any contractual document.**

**AMENDMENT No.: 1**

**THIS AMENDMENT**, entered into between the State of Florida, Department of Revenue hereafter referred to as the "Department" and, Taylor County Board of County Commissioners, hereafter referred to as the "contractor", amends Contract # CST62.

In accordance with Section III.E of the Contract, the parties mutually agree that:

- **Section I – The Contractor Agrees:**

- **Add Paragraph X – Additional Requirements Due to Federal Funding**

1. The Contractor shall comply with the provisions of 45 CFR part 75.
2. If this Contract is valued at greater than \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act (U.S.C. 7401-7671(g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. If this Contract contains federal funding more than \$100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment E. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Department's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Department's Contract Manager.
4. Pursuant to 45 CFR 75.322(a), title to intangible property acquired under a Federal award vests upon acquisition to the non-Federal entity."
 

Pursuant to 45 CFR 75.322(b), the Federal Department of Health and Human Services, Administration for Children and Families, "reserves a royalty-free, non-exclusive, and irrevocable-right to reproduce, publish, or otherwise use the work for Federal Government purposes, and authorize others to do so."

Pursuant to 45 CFR 75.322(c) the non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.

Pursuant to 45 CFR 75.322(d), the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and, authorize others to receive, reproduce, publish, or otherwise use such data.
5. At all reasonable times for as long as records are maintained, the HHS awarding agency, Inspectors General, the Comptroller General of the United States and persons duly authorized by the Department pursuant to 45 CFR Part 75.364, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Florida Legislature with matching funds made available by the Federal government.
7. For purposes of this Contract, the Contractor is not a subrecipient under 45 CFR 75.351.

- **Section III – The Contractor and Department Mutually Agree:**

- Modify *Paragraph H – All Terms and Conditions Included*, to indicate *Attachment D – Additional Provisions for Federally Funded Contracts* is NOT included in this contract.
- Attachment D – Additional Provisions for Federally Funded Contracts will no longer be considered an element of the Original Contract.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level and criteria specified in the contract.

The provisions of Chapter 287, Florida Statutes, are incorporated herein by reference.

This amendment shall begin on 05/01/2019 or the last date signed, whichever is later, and end on 06/30/2020.

This amendment is hereby made a part of the Contract #CST62.

IN WITNESS WHEREOF, the parties hereto have caused this two (2) page amendment to be executed by their officials thereunto duly authorized.

**CONTRACTOR:**  
**Taylor County BOCC**

**DEPARTMENT OF REVENUE**  
**STATE OF FLORIDA**

**SIGNED BY:** \_\_\_\_\_  
Authorized Signature

**NAME:** Pam Feagle, Chairman TCBC

**TITLE:** \_\_\_\_\_


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

**SIGNED BY:** \_\_\_\_\_

**NAME:** Clark M. Rogers

**TITLE:** Director, Office Financial Management

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

DocuSigned by:  
  
841D3F388E08438...  
**Approved as to form and legal content**  
**Office of General Counsel**  
Date: 5/17/2019 7:54 PM EDT

Not valid until signed and dated by both parties

## Certificate Of Completion

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 Subject: Contract #CST62 Amendment 1 - contract language changes only  
 Source Envelope:  
 Document Pages: 4  
 Certificate Pages: 7  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:  
 FDOR DocuSign Admin Team  
 2450 Shumard Oak Blvd.  
 Building 2 CCOC  
 Tallahassee, FL 32399  
 docusignpurchasing@floridarevenue.com  
 IP Address: 204.89.74.139

## Record Tracking

Status: Original  
 5/16/2019 3:30:47 PM

Holder: FDOR DocuSign Admin Team  
 docusignpurchasing@floridarevenue.com

Location: DocuSign

## Signer Events

Judy Moats  
 judy.moats@floridarevenue.com  
 Security Level: Email, Account Authentication  
 (None)

## Signature



Signature Adoption: Pre-selected Style  
 Using IP Address: 204.89.74.141

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Jamie Bailey  
 Jamie.Bailey@floridarevenue.com  
 Security Level: Email, Account Authentication  
 (None)

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Joan Koch  
 Joan.Koch@floridarevenue.com  
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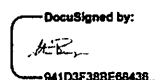
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Steven Brangaccio  
 Steven.Brangaccio@floridarevenue.com  
 Chief Assistant General Counsel  
 Florida Department of Revenue  
 Signing Group: General Counsel Signature  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
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## Signer Events

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Alison Thomas  
Alison.Thomas@floridarevenue.com  
Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
*Alison Thomas*  
FFC89884EF824B6...

Signature Adoption: Pre-selected Style  
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Bo Searce  
Bo.searce@floridarevenue.com  
Purchasing Director  
FDOR  
Security Level: Email, Account Authentication  
(None)

DS  
*BS*

Signature Adoption: Pre-selected Style  
Using IP Address: 204.89.74.139

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Signed: 5/20/2019 8:42:16 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Randall Baker  
Randall.baker@floridarevenue.com  
Security Level: Email, Account Authentication  
(None)

DS  
*RB*

Signature Adoption: Pre-selected Style  
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Donna Brower  
Donna.brower@floridarevenue.com  
Signing Group: OA Reviewers  
Security Level: Email, Account Authentication  
(None)

DS  
*DB*

Signature Adoption: Pre-selected Style  
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Sally Huggins  
Sally.Huggins@floridarevenue.com  
Signing Group: OA Signature  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Sally Huggins*  
770D878E9944FA...

Signature Adoption: Pre-selected Style  
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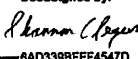
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## Signer Events

Shannon Segers  
shannon.segers@floridarevenue.com  
FDOR  
Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
6AD339BFFF4547D...

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Pam Feagle, Chairman TCBC  
c.mock@taylorclerk.com  
Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

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ID: fecc2dfb-754e-4b6d-88e7-756b2df531ab

Clark M. Rogers  
clark.rogers@floridarevenue.com  
Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

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## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Cindy Mock  
c.mock@taylorclerk.com  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
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**COPIED**

Sent: 6/6/2019 3:53:11 PM

Leandra Borkland  
child\_support@taylorclerk.com  
Security Level: Email, Account Authentication  
(None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**COPIED**

Sent: 6/6/2019 10:03:48 AM  
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## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

6/6/2019 3:53:11 PM

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



Board to approve T-Hangar Lease Agreement at Perry-Foley Airport for Phil Hancock.

**Meeting Date:**

June 18, 2019

**Statement of Issue:**

Board to approve T-Hangar Lease Agreement at Perry-Foley Airport for Phil Hancock.

**Recommendation:**

Approve T-Hangar Lease Agreement for Phil Hancock.

**Fiscal Impact:**

\$ T-Hangars lease for \$160.00 per month plus tax. This lease brings in an annual income of \$2,054.40.

**Budgeted Expense:**

Yes ☐ No ☐ N/A ☒

**Submitted By:**

Jami Boothby, Grants Coordinator

**Contact:**

Jami Boothby

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

Mr. Hancock is requesting to lease a T-Hangar at the Perry-Foley Airport for a one year period. The T-Hangars lease for \$160.00 plus tax per month.

**Attachments:**

1. Lease Agreement for Phil Hancock.
- 2.



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk	CONRAD C. BISHOP, JR., County Attorney
Post Office Box 620	Post Office Box 167
Perry, Florida 32348	Perry, Florida 32348
(850) 838-3506 Phone	(850) 584-6113 Phone
(850) 838-3549 Fax	(850) 584-2433 Fax

### Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 1st day of Jan, 2019 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor")

and Phil R Hancock

\_\_ ("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# 3 (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:

Grumman Tiger / AA5B / white & tan

Registration No. N315Y (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 \_\_

day of \_\_\_\_\_, 2014, 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.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$160.00 lease and \$11.20 tax for a total 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 401 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

**Aircraft T-Hangar defined.**

- a. 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 at 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.
  - d. 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. **Storage:** 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. Use of Hangar: 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 specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance, as modified and included herein as Attachment A to this lease,** or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.
- d. Commercial Activity: 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 Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), 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 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. Regulatory Review:

Copies of the regulations outlined in Section 5 Obligations of the Lessee 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 and providing that 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 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.

**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.
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.

**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. Airspace and Approaches: 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:

5901 104th Ter  
Live Oak FL  
32060  
386-288-3026

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: Taylor County Board of County Commissioners, Florida**

**By:** Wendy R. [Signature]  
**Title: Airport Director or Airport Manager**

**Lessee: Phil R. Hancock**  
**By: Phil R. Hancock**  
**Title: OWNER**

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

**Attested by: Annie Mae Murphy- Clerk of Court  
County Administrator or**

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: Taylor County Board of County Commissioners, Florida**

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

**Title: Airport Manager**

**Lessee: \_\_\_\_\_**

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

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

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

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

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



COMMISSIONERS TO CONSIDER APPROVAL OF LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCT A SIDEWALK ALONG GREEN STREET AND TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CHAIRPERSON TO ACCEPT SUCH AGREEMENT ON BEHALF OF THE COMMISSION.

**MEETING DATE REQUESTED:**

June 18, 2019

**Statement of Issue:** Board to consider approval of a Local Agency Program Supplemental Agreement No. 1 with the Florida Department of Transportation (FDOT) to provide additional funding to construct a sidewalk along Green Street from Arena Ave to Howard Street.

**Recommended Action:** Approve Local Agency Program Supplemental Agreement No. 1 with FDOT to construct a sidewalk along Green Street from Arena Ave to Howard Street and adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

**Fiscal Impact:** FISCAL YR 2018/19 - \$0.00

**Budgeted Expense:** N/A

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The Board of County Commissioners approved a request received from FDOT on July 1, 2016 regarding a proposed Local Agency Program (LAP) project to construct a sidewalk along Green Street from Arena Ave to Howard Street. That agreement obligated Taylor County to manage the FDOT selected design consultant, Element Engineering, develop the bid package and select the construction contractor.

On July 16, 2018, we received a second agreement addressing the construction phase of the Local Agency Project process. Under the terms of this agreement, Taylor County is responsible to advertise, award and manage the construction contract once selection is approved by FDOT. Construction of the project is required to be completed no later than June 30, 2020 with construction funding being provided by FDOT.

After soliciting of bids and receiving responses that were beyond the available funding, Staff rebid the project and once again received bids that exceeded available funds. After discussing the matter with FDOT, on June 3, 2019, the Board approved an award to LAS Contracting Corp. in the amount of \$488,192.00 for constructing the Green Street Sidewalk. That award, however, was contingent on receiving supplemental funding from FDOT sufficient to cover the budgetary shortfall. On June 6, 2019, FDOT forwarded the attached Supplemental Agreement No. 1 providing an additional \$151,697.00 project funding.



Staff recommends that the Board accept the Local Agency Program Supplemental Agreement with FDOT to construct the Green Street Sidewalk. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

**Options:**

- 1) Accept and approve the Local Agency Program Supplemental Agreement No. 1 and adopt a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

**Attachments:**

Local Agency Program Supplemental Agreement No. 1  
Authorizing Signature Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
11/18

Page 1 of 3

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D218-071-B

CONTRACT NO.

G1386

FEDERAL AWARD DATE

11/21/2018

FPN

433986-2-58-01 & 433986-2-68-01

RECIPIENT DUNS NO.

065887796

Recipient, Taylor County, desires to supplement the original Agreement entered into and executed on November 26, 2018 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Sidewalk on CR 356 (Green St) from Arena St. to Howard St. Length .823 miles

Termini from Arena St. to Howard St

Description of Work:

Sidewalk Construction

Reason for Supplement and supporting engineering and/or cost analysis:

Additional funding in the amount of \$151,697.00 to support lowest responsive bid.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**  
**ADJUSTED EXHIBIT B SCHEDULE OF FUNDING**

525-010-32  
PROGRAM MANAGEMENT  
11/18

Page 2 of 3

RECIPIENT NAME & BILLING ADDRESS: Taylor County  
201 East Green Street  
Perry, FL 32347

FINANCIAL PROJECT NUMBER: 433986-2-58-01 & 433986-2-68-02

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)						
<b>Total Design Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)						
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b> FY: 2018-2019 (ACTL & TALL) FY: 2018-2019 (ACTL & TALL) FY: (Insert Program Name)	\$336,495.00	\$151,697.00	\$336,495.00			\$336,495.00 \$151,697.00
<b>Total Construction Cost</b>	\$336,495.00	\$151,697.00	\$336,495.00	\$ 0.00	\$ 0.00	\$488,192.00
<b>Construction Engineering and Inspection (CEI)</b> FY: 2018-2019 (TALL) FY: (Insert Program Name) FY: (Insert Program Name)	\$5,100.00		\$5,100.00			\$5,100.00
<b>Total CEI Cost</b>	\$5,100.00	\$ 0.00	\$5,100.00	\$ 0.00	\$ 0.00	\$5,100.00
<b>(Insert Phase)</b> FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)						
<b>Total Phase Costs</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$341,595.00	\$151,697.00	\$341,595.00	\$ 0.00	\$ 0.00	\$493,292.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amy Roberson  
District Grant Manager Name

\_\_\_\_\_  
Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
07/17

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Taylor County

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

Name:

Title:

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

Name: Greg Evans

Title: District 2 Secretary

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

Legal Review:

\_\_\_\_\_

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

***Green Street Sidewalk Supplemental Agreement No. 1 - Signature Authorization***

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Local Agency Program Supplemental Agreement No. 1 to construct a sidewalk along Green Street from Arena Ave to Howard Street in Taylor County, and

**WHEREAS,** the Local Agency Program Agreement will have no financial obligations on Taylor County, and

**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute Local Agency Program Supplemental Agreement No. 1.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Green Street Sidewalk Local Agency Program Supplemental Agreement No. 1.

**PASSED** in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

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

ATTEST:

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



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve the Memorandum of Agreement (MOA) and the Operations and Maintenance Manual (OMM) as required by the Federal Aviation Administration (FAA) to maintain the license at Perry-Foley Airport and to be eligible for funding assistance through FAA Airport Improvement Programs, The documents verify the County operates and maintains adequate weather observation equipment to ensure for pilot safety at Perry-Foley Airport.

**MEETING DATE REQUESTED:**

June 18, 2019

**Statement of Issue:** Board to review and approve MOA and OMM between Taylor County Board of Commissioners and FAA.

**Recommended Action:** Approve MOA and OMM.

**Fiscal Impact:** The MOA and OMM are required to maintain the Perry-Foley Airport license and be eligible for FAA funding assistance.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The MOA and OMM verifies that the County operates and maintains adequate automated weather observation services (AWOS) at Perry-Foley Airport to ensure for pilot safety and that pilots are aware of airspace conditions in the immediate area of the airport. The MOA and OMM are required by FAA to maintain the airport license and be eligible for FAA funding assistance. 40J is the Perry-Foley Airport identification number with FAA and FDOT Aviation.

**Attachments:** Memorandum of Agreement between the Federal Aviation Administration and Taylor County Board of Commissioners and Operations and Maintenance Manual for the AWOS at 40-J Perry-Foley Airport.

**Memorandum of Agreement (MOA)**

between

**The Federal Aviation Administration (FAA) & the Owner/Sponsor**

In accordance with the relevant requirements set forth in the latest version of FAA Advisory Circular 150/5220-16, and the enclosed Operations and Maintenance Manual (OMM) dated May 23, 2019, Taylor County Commission having installed the 40J AWOS at Perry-Foley Airport, Perry, FL hereby accepts the enclosed OMM as approved by the FAA.

The undersigned agree to operate and maintain the above facility in accordance with all applicable FAA requirements, standards, and criteria governing such facility, including those requirements contained in the latest version of FAA Advisory Circular 150/5220-16, and the enclosed OMM.

The FAA reserves the right to amend the OMM to reflect changes in FAA operating policies and procedures. Such amendments must be effective 10 days following the mailing of the written notification to the owner or sponsor and the maintenance technician identified in the OMM.

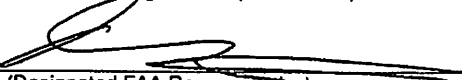
The undersigned agree that the OMM's "facility contact information" must be updated as necessary. This will be accomplished by entering the updated information into an addendum and attaching it to the both original OMM, and any copies. A "facility contact information" form is included in Attachment 2 of the OMM template for the latest version of Order 6700.20.

If at any point the "verified maintenance technician" listed in the OMM ceases to perform the functions indicated, the owner or designated representative agrees to notify the FAA within 10 working days.

The undersigned agree that noncompliance with the above requirements will be grounds for the cancellation of FAA-approved instrument flight rule procedures.

With regard to any liability which may arise from the use and/or the operation of this facility, each party expressly agrees that it must be solely and exclusively liable for the negligence of its own agents or employees, in accordance with applicable law, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own agents or employees.

(Owner or Designated Representative)

  
(Designated FAA Representative)

(Date)

5/23/19  
(Date)

Michael O' Connor Miami TSC Manager

Enclosure: Operations and Maintenance Manual

11/15/2018

6700.20B  
Supplement K

## Operations and Maintenance Manual

for

40J

AWOS

(Facility/Identifier)

(Facility Type)

at

Perry-Foley Airport, Perry, Fl

(Location)

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Attachment 3.	Facility Contact Information – Addendum	K-23

This manual is prepared to fulfill the requirements of 49 US Code § 44708 and the latest version of AC 150/5220-16. Equipment-performance standards and tolerances for facility maintenance are incorporated herein as Attachment 1 to this manual.

Operations and Maintenance Manual Approved By:

  
(Designated FAA Representative)

  
(Date)

Michael O' Connor Miami TSC Manager

## **Part I. Operational Requirements**

The following requirements must be met to operate a facility in the National Airspace System (NAS). Failure to comply with these requirements will result in withdrawal of approval to use the facility.

### **1. Licensing.**

- a. Facility. The Federal Communications Commission (FCC) license is to be conspicuously posted at the facility. The normal period of the station license is 10 years, after which time it must be renewed. The *FCC Application for Radio Service Authorization* may be obtained from the FCC office or web site. Each application must reference a Non-Government Tracking Number (NG T#) as proof of FAA coordination, as well as the FAA Office where notification was made, and the date of notification. When received, a copy of the new license must be provided to the FAA Non-Federal Inspector.
- b. Non-Federal Maintenance Technician. The equipment must be operated and maintained only by persons that meet FCC licensing requirements and are approved by the FAA. A general class radiotelephone operator license satisfies the FCC requirement. A copy of this license must be provided to the FAA District Office (or designee) in accordance with the latest version of AC 150/5220-16 and FAA Order 6700.20. FAA approval will be granted following the successful completion of both of the following:
  - (1) FAA or FAA-approved manufacturer's school.
  - (2) A performance examination to be given by a representative of the FAA.

A letter of technical verification will be provided by the FAA stating that these requirements have been met for this specific facility.

### **2. Notice to Airmen.**

A Notice to Airmen (NOTAM) contains the establishment, condition, or change in any aeronautical facility, service, procedure, or hazard, the timely knowledge of which is essential to personnel concerned with flight operations. Deviation from normal operation or failure of this facility is to be promptly and accurately publicized by a NOTAM. The sponsor and the technician responsible for the equipment maintenance must be notified immediately of reports concerning irregular operation of this facility by pilots or other persons detecting the irregularity. The sponsor or the authorized representative must ensure that a NOTAM has been filed through the appropriate FAA facility. In the event of a failure or deviation exceeding (or expected to exceed) 24 hours, the sponsor or authorized representative must notify the NEMC SOC, during normal business hours, as listed in Part VI, Attachment 2 – *Facility Contact Information*.

### **3. Shutdown for Routine Maintenance.**

Maintenance should be performed only when the following conditions exist:

- a. Interruption should be confined to visual flight rules (VFR) conditions, daylight hours, and periods of light traffic when possible, or when ATC has given clearance for a facility on an alternate runway.
- b. The interruption of service must be coordinated with the appropriate FAA facility. Notification should be made so that the notice of shutdown or interruption will be published in advance of the proposed interruption. Facilities must not be shut down without Air Traffic (AT) approval.
- c. A NOTAM must be in effect announcing the scheduled interruption and the facility will not be shutdown until that specified time has arrived. The advance notification of the interruption will state a specific period of time for the interruption to occur.
- d. The facility identification signal must be disabled while maintenance is being performed.

#### **4. Pilot Report.**

The sponsor must remove the facility from service immediately upon receipt of two successive pilot reports (PIREPS) of malfunctioning. The facility will remain out of service until the proper operation can be confirmed by the facility technician and/or flight inspection aircraft if necessary.

#### **5. Required Support Items.**

- a. The sponsor must provide FAA-approved test equipment needed for maintenance of the facility. Test equipment used to measure key performance parameters must be calibrated in accordance with the schedule in the manufacturer instruction book for the facility, or the test equipment instruction book, whichever period is the shortest. All test equipment calibration must be accomplished with standards traceable to the National Institute of Standards and Technology.
- b. There must be a stock of spare parts sufficient to make possible prompt replacement of components that fail or deteriorate in service.

#### **6. Emergencies.**

- a. **Military.** In a case of a national defense alert, the facility must adhere to the directions received from the FAA and must remain in such status until official notice is received that the alert is over.
- b. **Aircraft Accident.** Part III of this manual provides guidance in case of an aircraft accident.

#### **7. Adjustment of Equipment through Remote Maintenance Monitoring (RMM).**

Any non-Federal AWOS that is authorized to use FAA-approved, manufacturer-developed RMM capability must have an approved printer or data-storage device that documents all remotely-performed maintenance activities. This printer or storage device must make a record of



11/15/2018

6700.20B  
Supplement K

all logons and equipment adjustment that are initiated from the remote interface screen. Printouts or soft data must be maintained a minimum of 2 years before being discarded. Reference AC 150/5220-16 for details related to Remote Maintenance Monitoring.

## Part II. Maintenance Requirements

### 8. General.

- a. The facility must be maintained in accordance with the applicable sections of the latest version of AC 150/5220-16, manufacturer instruction books, FAA technical handbooks, and/or other FAA-approved requirements. FAA standards and tolerances must be used. If they do not exist, then the manufacturer instruction books must be used. The relevant documents are listed below, as well as in Attachment 1.

**Note:** The maintenance schedules and requirements contained in the following documents are to be considered the minimum level of maintenance in accordance with the latest version of AC 150/5220-16 and this OMM.

Equipment-Performance Standards & Tolerances:

- Vaisala VC AWOS III PT Operation and Maintenance Manual
  - AC 150-5220-16E
- b. All non-Federal facilities requiring periodic inspection must have a maintenance technician with Verification Authority or the facility will not be commissioned or may be NOTAM'd out of service if already commissioned. The maintenance technician of record is required to be on site for commissioning and periodic ground inspections. If at any time the site loses its maintenance technician or does not adhere to the FAA-approved maintenance schedules, the equipment may be NOTAM'd out of service if the sponsor or designated representative has not coordinated the exact circumstances with the FAA.
  - c. The sponsor must submit any proposed modifications to the facility to the FAA for approval and must not permit any modifications to be performed without specific FAA approval. Improvement in maintenance procedures or equipment modifications must be funded and incorporated by the sponsor only after approval by the FAA. An addendum to this OMM, approved by the FAA, must be completed accordingly.
  - d. Neither the equipment nor antenna will be replaced or relocated without prior FAA approval. No construction is to be planned in the vicinity that may alter or affect the facility without first coordinating with the FAA.
  - e. Vegetation, snow depth, and other potential obstructions to accuracy of the facility operations must be controlled in accordance with applicable ACs, orders, FAA technical handbooks and/or manufacturer instruction books.
  - f. The FAA is responsible for providing FAA forms and appropriate FAA publications required for maintenance of the facility. These forms and publications will be made available at no charge by the FAA office having inspection responsibility.

Note: Some FAA forms, orders, and advisory circulars (ACs) are available to the public. Documents and publications that are accessible to the public can be found at the following web addresses:

- The Federal Aviation Administration public website:  
[http://www.faa.gov/regulations\\_policies/faa\\_regulations/](http://www.faa.gov/regulations_policies/faa_regulations/)
- The Non-Federal Program's public website:  
[http://www.faa.gov/airports/planning\\_capacity/non\\_federal/](http://www.faa.gov/airports/planning_capacity/non_federal/)

- g. Comprehensive Facility Performance and Adjustment Data Form (similar to Technical Reference Data Record) (TRDR).

(The FAA will provide a copy of this form or an FAA-approved equivalent.)

- (1) In AC 150/5220-16 references the Comprehensive Facility Performance and Adjustment Data Form. It, or an FAA-approved equivalent, must be completed by the sponsor or sponsor's representative at the time of the facility commissioning. One copy must be kept in the permanent records of the facility and one copy must be sent to the appropriate FAA office. The sponsor or sponsor's representative must revise the data after any major repair, modernization, or returning to service, to reflect an accurate record of facility operation and adjustment. In the event the data is revised, sponsor or sponsor's representative must notify the appropriate FAA office of such revisions and forward copies of the revisions to the appropriate FAA office within 20 business days.

- h. Technical Performance Record (TPR).

(The FAA will provide a copy of this form.)

- (1) AC 150/5220-16 references the TPR. The TPR contains a record of system parameters recorded during each scheduled visit to the facility. The sponsor or the sponsor's representative must keep the original page of the technical performance record at the facility and send a copy to the appropriate FAA office. Timeframes and methods for submitting TPRs are set forth below in sub-section j.

- i. Facility Maintenance Log, FAA Form 6030-1.

(The FAA will provide a copy of this form.)

- (1) This log is a permanent record of all of the activities required to maintain the facility. Log entries must be clear, complete, concise, and recorded in Greenwich Mean Time (GMT). The entries must include all malfunctions encountered in maintaining the facility, including information on the kind of work and adjustments made, equipment failures, causes (if determined), and corrective action taken. In addition, the entries must include statements describing periodic maintenance activities required to maintain the facility, facility verification statements, and NOTAM information. The

original maintenance logs must be retained at the facility for a period of 3 years. A copy of the log pages must be sent to the appropriate FAA office. Timeframes and methods for submitting TPRs are set forth below in sub-section j. Guidelines for logging requirements can be found in the *Paper Maintenance Logs SOP*. (A copy will be provided by the FAA Inspector.)

- (2) Among the most important entries in the facility maintenance log are those indicating the verification status of a system, subsystem, or equipment. For the purpose of this OMM, the word "certification" used in FAA directives is synonymous with "verification." Verification statements must be entered in the facility maintenance log (FAA Form 6030-1) in accordance with appropriate FAA directives and orders. If the performance of the facility has changed, and whenever maintenance work that has been performed may have affected verification parameters, a verification statement must be made before returning to service a system, subsystem, or equipment. Use the guidelines in the *Paper Maintenance Logs SOP* for instructions on the language that must be used.

- (3) Events and activities that must always be entered in the paper log:

**(a) All Service Outages Lasting Longer Than 60 Seconds (Scheduled or Not).**

The non-Federal technician must make entries regarding:

1. When the outage occurred; and
2. When the facility was verified and returned to service.

**(b) Any On-Site Activity Related to the Facility Failing to Pass a Remote Test.**

**(c) Any Restoration and/or Verification-Related Activity (On-Site or Remote).**

**Note:** This type of activity must be entered in the On-Site Log *even if* it occurs remotely. The non-Federal technician, sponsor, or airport manager/employee, may log this information, and it may be relayed to them by a party at the remote site.

**j. Sponsors' Deadlines For Submitting Copies Of Logs & TPRs To FAA Inspectors.**

- (1) General. Generally, Inspectors will pick up copies of facility logs and TPRs at the periodic inspection. Sponsors may submit their logs and TPRs more frequently, if they choose to, submission arrangements must be discussed with the Inspector.
- (2) Periodic Inspection. If logs and TPRs are not available for pick up at the time of the periodic inspection, the sponsor must submit copies to the Inspector within 20 business days following the periodic inspection. One time, limited extension may be negotiated.
- (3) Unscheduled Outages Lasting Longer Than 60 Seconds. The sponsor must submit copies of all logs and TPRs to the Inspector within 20 business days of the facility being returned to service. One time, limited extension may be negotiated. The Sponsor must submit the request for an extension to the Inspector. The request must include the

time frame negotiated. It must also be in writing (email is acceptable), for documentation purposes.

- (4) Failure To Submit On Time. The FAA will issue a NOTAM, removing the facility from service if logs and TPRs are not submitted timely in accordance with the above noted requirements. The NOTAM will remain in place until the sponsor submits its facility's logs and TPRs.

## **9. Physical Security.**

The facility must be kept locked at all times. Protection must be provided to ensure that unauthorized personnel do not have access to the equipment.

## **10. Flight Inspections.**

Flight inspections will be performed as stipulated in Order 8200.1, United States Standard Flight Inspection Manual. The sponsor must provide ground-to-air communications on 135.85 or 135.95 megahertz for flight inspection when required. The maintenance technician must participate in this inspection if required by the FAA. Those activities requiring flight inspection are outlined in the FAA technical handbooks and orders.

## **11. Ground Inspections.**

- a. FAA ground inspection will be accomplished on a periodic basis. Prior notification of ground inspection will be given to the facility technician after coordination with the sponsor. Failure to meet the technical standards for equipment maintenance may be grounds for cancellation of the facility's instrument approach procedures.
- b. The FAA may conduct a follow-up inspection when a facility may have been a factor in an aircraft accident/incident (see Part III).

## **12. Safety.**

All State and Local personnel safety requirements must be followed. At the Inspector's discretion, if the site is determined to be unsafe, the Inspector can discontinue the inspection until the situation is remedied. Vegetation must be controlled to allow access to the facility.

## **13. NAPRS Data.**

(To be provided.)



**Part III. Aircraft Accident Procedures****14. General.**

This part has been provided to help expedite the verification of facilities that are suspect in an aircraft accident and to help ensure that all required actions are accomplished. It contains the following:

- a. General Information Checklist.
- b. Facility Restoration Checklist.

**Note:** It is the responsibility of the non-Federal technician to complete these checklists. The technicians must also forward the Facility Restoration Checklist to the National Technical Operations Aircraft Accident Representative (NTOAAR), and send a copy to the sponsor.

Non-Federal Technician who completed the General Information & Facility Restoration Checklists:

\_\_\_\_\_  
(Name)

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

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

Person who reviewed the Facility Restoration Checklist for completeness and accuracy:

\_\_\_\_\_  
(Name)

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

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

**15. Information and Instructions.**

- a. There are a series of steps to be performed for facilities that are suspect in an aircraft accident. These steps need to be performed in a very precise manner so that the true and accurate status of a facility is documented. Order 8020.16, Air Traffic Organization Aircraft Accident and Incident Notification, Investigation, and Reporting, is the controlling directive and will take precedence over other instructions where there are conflicts. In general, the steps to be performed are outlined below and will be performed in the following sequence:
  - (1) Initial determination of facility status.
  - (2) Facility status notification to Technical Operations Services/Air Traffic (AT).
  - (3) Technical evaluation of facility.

- (4) Documentation of the “as-found” condition of the facility.
- (5) Notification to the Technical Operations Aircraft Accident Representative (TOAAR) of "as-found" condition.
- (6) Flight check if applicable.
- b. When a facility has been identified as being suspect in an aircraft accident, the Operational Control Center (OCC) will contact the facility sponsor or the Service Area designee (depending on the local Memorandum of Agreement with the sponsor), who in turn must contact the maintaining technician, to effect the as-found documentation and subsequent restoration. If a non-federal maintenance technician is not available to document as-found conditions in a timely manner, the OCC should request that the sponsor provide immediate facility access for an FAA Airway Transportation Systems Specialists (ATSS) with certification authority on the facility type involved. The ATSS will accomplish the as-found documentation (but not the restoration).

#### **16. Initial Determination of Facility Status.**

This is important because it provides both AT and Technical Operations Services with information that is needed to make other decisions vital to public safety. Unless instructed to the contrary, a non-Federal technician should not do this step alone. An observer should accompany the non-Federal technician to ensure that there is no question in the future as to what took place at the facility. The observer is a second person who will attest that the recorded findings and actions by the evaluator represent a true and accurate description of the witnessed activities. The OCC will locate and dispatch an observer for each potentially suspect facility removed from service, unless waived by the duty TOAAR. The non-Federal technician making the initial determination of the facility status must have current verification authority on the facility. The person accompanying the technician should be an FAA technician but, if necessary, can be someone else in order to save time. Log entries need to be made indicating the purpose of the visit and the results of the initial determination. The type of information to be obtained during an initial determination visit to a facility are only those items that can visually be learned to ascertain whether a facility was or was not operating normally immediately preceding or at the time of the accident. No adjustments or control functions are to be performed; only that information which can be learned by looking at equipment indicators, meters, etc., must be used.

#### **17. Notification to AT/Technical Operations Services of Facility Status.**

The information obtained on the facility status must be given to the TOAAR as soon as possible. A log entry stating who was given this information must be made at the facility.

**Note:** Section 1 of the Facility Restoration Checklist must be completed.

#### **18. Technical Evaluation of Facility.**

When a non-Federal technician has been notified by the TOAAR that a post aircraft accident technical evaluation of a facility is required, two people will be involved in the evaluation

process. One person will be the non-Federal technician responsible for performing the evaluation and who is required to possess current verification authority on the facility involved. The other person will act as an observer and will normally possess current certification authority. The requirement for an observer can only be waived by the TOAAR and if no waiver has been granted, the technical evaluation is not to take place. If the observer requirement has been waived, then the person doing the evaluation must not be the last person who verified the facility.

**Note:** Section 2 of the Facility Restoration Checklist must be completed.

#### **19. Documentation of the Condition of the Facility.**

This step is just as important as any other and needs to be done with attention to detail. This includes entries in technical performance records, facility maintenance logs, RMM interface screens, and ground check forms. The statements shown in the Facility Restoration Checklist have been established to provide a standard description that can be uniformly interpreted by everybody concerned with the accident. It is extremely important that all entries are accurate and complete.

**Note:** Section 3 of the Facility Restoration Checklist must be completed.

#### **20. Notification to the TOAAR of "As-Found" Condition.**

The Facility Restoration Checklist must be forwarded to the NTOAAR with a copy to the sponsor. This step needs to be completed as soon as possible so that decisions can be made regarding further actions, such as whether or not to call for a flight check.

Mail the original checklist and As-Found readings to:

FAA/AJW-3B  
3702 Macintosh Dr  
Warrenton, VA 20187  
ATTN: NTOAAR

**Figure 1-1. General Information Checklist**

**Note:** The non-Federal technician must complete the original version of this checklist. The sponsor must then retain the original on file in its office and send a copy to the NTOAAR at the address listed in Section 20, above.

1. Non-Federal \_\_\_\_\_ / AT \_\_\_\_\_

(Name of first non-Federal person contacted by AT and name of AT person.)

If not notified by AT, indicate who made the initial notification on the above line.

Time of notification: \_\_\_\_\_. (All times in GMT.)

2. The non-Federal person must contact the TOAAR, the sponsor, and any others as required by these instructions.

\_\_\_\_\_ time completed.

3. The TOAAR will determine with AT's help which facilities may have been or were used by the aircraft, also the aircraft number and type and location of crash, time of crash, and type of flight plan.

Facilities Identified by TOAAR:

<u>Location ID</u>	<u>Facility</u>	<u>Location ID</u>	<u>Facility</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Aircraft Type: \_\_\_\_\_

Aircraft ID: \_\_\_\_\_

Date/Time of Accident: \_\_\_\_\_

Location of Crash if Known: \_\_\_\_\_

Aircraft on: \_\_\_\_ IFR \_\_\_\_ VFR \_\_\_\_ No flight plan

**Figure 1-2. Facility Restoration Checklist**

Figure 1-2 is required for each facility removed from service as identified by the duty TOAAR.

1. Complete the following initial items:

- a. List the facility that has been identified to be returned to service. The restoration can be accomplished via verification and/or operational status check.

**Facility:** \_\_\_\_\_ **Ident:** \_\_\_\_\_

- b. Identify the non-Fed Technician who last verified the facility, and the observer:

- (1) Record below the name of the technician who last verified the facility or equipment. Control point visits or phone calls may be required to learn who last verified.

Facility	Non-Fed Technician who last verified facility
----------	---

- (2) An observer will normally be required; however, under certain conditions the observer requirement may be waived by the TOAAR. Has the observer requirement been waived by the TOAAR?    **Yes**\_\_\_\_\_    **No**\_\_\_\_\_

- (3) If the answer to (2) is **No**, identify who is to be the observer below:

Observer Name	Observer Title/Phone
---------------	----------------------

- c. Upon arriving at the facility, log the following information:

(1) Arrival date and time at facility: \_\_\_\_\_

(2) Reason for facility visit: \_\_\_\_\_

- (3) Current weather conditions (not at time of accident/incident) at facility. This is your "unofficial" observation of the general weather conditions upon your arrival at the facility. See the following example text.

\_\_\_\_\_  
\_\_\_\_\_

Examples of typical initial log entries: (not necessary to use word-for-word)



GMT Log Entry

1258	Arrived site to initiate verification and/or restoration of facility in a post-aircraft accident/incident.
1303	Presently the weather conditions are overcast and snowing with 2 feet of snow on the ground.
1305	Found GS was operating on commercial power with no alarms or transfers indicated. Air traffic reported no pilot reports of malfunction of this facility during the last 5 hours.

## 2. Initiate action to verify and restore facility.

- a. If the facility is shut down, record the status of the equipment in the facility log. Reset the equipment, and MAKE NO ADJUSTMENTS. If the facility fails to restore to normal after resetting, notify the duty TOAAR immediately for further instructions. If the facility resets successfully, continue with the next step.
- b. Immediately record as-found technical data (see Section 3 below), MAKING NO ADJUSTMENTS. IF OUT-OF-TOLERANCE CONDITIONS ARE FOUND, notify the duty TOAAR immediately for further instructions.
- c. If a flight inspection has been requested, MAKE NO ADJUSTMENTS prior to commencing the flight inspection, and then make only those adjustments requested by flight inspection personnel.
- d. Once as-found technical data has been recorded (see Section 3 below), and any flight inspection activities have been completed, corrective maintenance in support of facility restoration may begin. Record as-left technical data (see Section 3 below).
- e. Verify the facility as required and initiate restoration coordination. Record all activities in the facility maintenance log.

## 3. Documentation of the condition of the facility.

- a. Technical performance parameters must be recorded accurately on the appropriate FAA form, Technical Performance Record (TPR). For RMM facilities, all remote interface screens required to support a verification judgment must be captured and a hard copy retained. If the equipment involved is operational, a set of "as found" readings or screens must be recorded prior to any corrective maintenance, followed by recording a set of "as left" readings or screens.
- b. Authentication of Technical Readings: An authentication statement must be entered immediately below each set (as found, as left) of parameter values, on each TPR form, and on each screen printed, identifying whether the values are "as found" or "as left." The authentication statement is not necessary on copies of electronic log pages. If no adjustment or other maintenance was accomplished, a single statement will suffice. The

authentication statement to be used on each set of readings on each TPR and each page of RMM interface screens is as follows:

I certify that the above post-accident/incident data is a true record of the (facility or equipment type) parameter values / screens (as found, as left, or as found and left) at the date and time indicated.

**Non-Fed Technician:**

**Observer:**

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

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Note that in the above authentication statement, you must compose, select, or modify the text in parentheses as appropriate. Example: "I certify that the above is a true record of the **XYZ Localizer** parameter **values as-found** at the date and time indicated."

- c. Terminate each TPR page that contains accident/incident data in accordance with FAA Order 6000.15.
  - d. Enter the date and time of uploading automated logs, if any, on the blanks provided on page 1 of this checklist.
4. Completion:
- a. Confirm restoration coordination is complete.
  - b. This completes the facility restoration process.

**Figure 1-3. Aircraft Accident/Incident Package Cover Page****Minimum Package Contents:**

1. Cover page (this page; use additional copies as required for all signatures)

2. Technical data (for each facility removed from service):

Initials

a. Facility Restoration Checklist, Figure 1-2.

Reviewed for completeness?

b. Hardcopy printout of all facility log entries, regardless of the logging method used, covering the period beginning with removal from service and ending with restoration to service.

Do the log pages contain the proper verification statement?

c. A complete, original set of Technical Performance Record Forms.

Data entered per FAA Order 6000?

Nominal values listed where appropriate?

Signed by supervisor (each page, in header)?

Authenticated (each page, per Section 2b of Figure 1-2)?

Non-Fed technician / personnel who completed the facility restoration process:

(Signature)	(Date)	(Facilities)
(Signature)	(Date)	(Facilities)
(Signature)	(Date)	(Facilities)
(Signature)	(Date)	(Facilities)

Service Area designated office manager who reviewed this package:

(Signature)	(Date)	(Service Area Designated Office)
-------------	--------	----------------------------------

**Part IV. 6000-Series FAA Forms**

***1. Technical Performance Record (TPR).***

- The FAA will provide a copy of this form or an FAA-approved equivalent

***2. Technical Reference Data Record (TRDR).***

- The FAA will provide a copy of this form.

***3. Facility Maintenance Log ("Log"): Form 6030-1***

- The FAA Inspector will provide these forms to the sponsor.

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Supplement K

**Part V. Remote Maintenance Monitoring (RMM)**

Manufacturer-developed RMM capability for non-Federal AWOS must be authorized and approved by the FAA.

**Part VI. Non-Federal Facility Data**

1. Sponsor: Taylor County
  
2. Facility
  - a. Type AWOS III PT
  - b. Identifier 24J
  - c. Facility Name Perry-Foley Airport AWOS
  - d. Airport Name Perry-Foley Airport
  - e. Location (City & State) Perry, FL
  - f. Directions to Facility \_\_\_\_\_
  - g. Site Elevation (MSL) 33 Feet
  - h. Antenna Elevation (AGL) 71 Feet
  - i. Latitude 30° 04' 41.0" N
  - j. Longitude 83° 34' 48.0" W
  - (1) VHF Frequency 118.375 Mhz
  - k. FCC Licensed Power 2.5 W Modulation Class 6K00A3E
  - l. License Number 0006771210
  - m. License Expiration Date 4/25/2026
  - (2) UHF Frequency 453.6875 Mhz
  - n. FCC Licensed Power 0.5 W Modulation Class 11K0F2D
  - o. License Number \_\_\_\_\_
  - p. License Expiration Date 2/24/2025
  
3. Equipment
  - m. Transmitter Manufacturer \_\_\_\_\_
  - n. Transmitter Model \_\_\_\_\_
  - o. Internal Monitor / Shutdown: Yes X No \_\_\_\_\_
  - p. Transmitter Antenna Type / Model VHF
  - q. Standby Power (Type) None



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**Attachment 1. Equipment-Performance Standards & Tolerances**

FACILITY TYPE: AWOS

- Vaisala VC AWOS III PT Operation and Maintenance Manual
- AC 150-5220-16E

**Attachment 2. Facility-Contact Information**

**Note:** The OMM does not need to be re-signed/re-approved if any of the below information changes.

## 1. Sponsor's Representative:

- a. Name / Title Ward Ketring
- b. Telephone Work / Home (850) 838 3519
- c. Address 571 Industrial Park Drive, Perry, FL 32348
- d. Email: [ward@ketring.com](mailto:ward@ketring.com)

## 2. Verified Maintenance Technician:

- a. Name / Title Ward Ketring
- b. Telephone Work / Home (850) 672-0008
- c. Address PO Box 1486, Perry, FL 32347
- d. Email Address [ward@ketring.com](mailto:ward@ketring.com)
- e. FCC License Number PGGB010442

## 3. Person In Charge Of Monitoring Location:

- a. Name / Title \_\_\_\_\_
- b. AWOS Phone (850) 838-3526, phone monitoring
- c. Email Address \_\_\_\_\_
- d. Location Address \_\_\_\_\_  
\_\_\_\_\_
- e. Monitoring Hours \_\_\_\_\_

4. NEMC SOC Telephone Number: (855) 322-6362 or (855) FAA-NEMC.

5. Service Area Point Of Contact For Submitting Required Forms:

a. Name FAA Tech OPS TSC Miami , Vince Carnevale

b. Address 5110 Sunforest Drive , Suite 160  
Tampa, Fl 33634

c. Email Address [vincent.carnevale@faa.gov](mailto:vincent.carnevale@faa.gov)

6. FAA Telephone Numbers To Call If There's An Aircraft Accident:

a. NEMC SOC ATL/Telephone 855 322 6362

b. FAA Tech OPS TSC Miami 305 716 1820

c. \_\_\_\_\_

**Attachment 3. Facility-Contact Information – Addendum**

The OMM does not need to be re-signed/re-approved when the facility-contact information changes. The purpose of this addendum is to allow the OMM to be updated whenever the facility's contact information changes. When it does, you must notify the NEMC SOC. If you need additional addendums, you must duplicate a blank copy of this one. All addendums must be attached to this OMM and any copies of it. Finally, if there is more than one sponsor's representative, verified maintenance technician, etc., you may modify this addendum to suit your needs.

**1. Sponsor's Representative:**

- a. Name / Title \_\_\_\_\_
- b. Telephone Work / Home \_\_\_\_\_
- c. Address \_\_\_\_\_

**2. Verified Maintenance Technician:**

- a. Name / Title \_\_\_\_\_
- b. Telephone Work / Home \_\_\_\_\_
- c. Address \_\_\_\_\_
- d. Email Address \_\_\_\_\_
- e. FCC License Number \_\_\_\_\_

**3. Person In Charge Of Monitoring Location:**

- a. Name / Title \_\_\_\_\_
- b. Telephone Work / Home \_\_\_\_\_
- c. Email Address \_\_\_\_\_
- d. Location Address \_\_\_\_\_  
\_\_\_\_\_
- e. Monitoring Hours \_\_\_\_\_

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Supplement K

4. NEMC SOC Telephone Number: (855) 322-6362 or (855) FAA-NEMC.

5. Service Area Point Of Contact For Submitting Required Forms:

a. Name \_\_\_\_\_

b. Address \_\_\_\_\_  
\_\_\_\_\_

c. Email Address \_\_\_\_\_

6. FAA Telephone Numbers To Call If There's An Aircraft Accident:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

# LIST OF ESCHEATMENT DEEDS TO COUNTY

TAX DEED APPL NO.	OPENING BID AT SALE	VALUE AT SALE	DESCRIPTION
06-012	\$ 3,317.36	\$ 2,210.00	W1/2 LT 4, BLK D
08-004	\$ 2,116.61	\$ 1,750.00	N.L. SMITH SUBD
07-004	\$ 4,239.91	\$ 4,200.00	LT 1, BLK I
11-008	\$ 2,145.16	\$ 5,400.00	DREAMLAND SUBD
12-011	\$ 5,623.37	\$ 25,453.00	LTS 17 & 18, BLK D
12-014	\$ 2,480.28	\$ 11,500.00	DREAMLAND SUBD
14-008	\$ 2,390.84	\$ 5,000.00	LT 8
14-009	\$ 2,196.85	\$ 6,500.00	SEQUOIA SUBD
14-010	\$ 6,083.87	\$ 5,400.00	LT 14, BLK 1
14-011	\$ 9,197.03	\$ 25,020.00	JERKINS HEIGHTS
14-012	\$ 2,410.73	\$ 7,050.00	.31 A
14-025	\$ 8,434.97	\$ 50,000.00	SEC 26-4-7
14-026	\$ 95,092.18	\$ 300,000.00	LT 1, BLK 39
15-008	\$ 2,249.79	\$ 5,000.00	J.C. CALHOUN SUBD
15-016	\$ 2,155.33	\$ 6,125.00	N1/2 BLK 7
15-41	\$ 6,895.70	\$ 6,179.00	W.A. HENDRY SUBD
15-042	\$ 3,766.52	\$ 10,335.00	.45 A
15-044	\$ 1,679.12	\$ 5,610.00	SEC 35-4-7
TOTAL	\$ 162,475.62	\$ 482,732.00	LT 28, BLK 57
			W BROOKLYN SUBD
			LT 12, BLK 9
			J.H. PARKER SUBD
			10.00A
			SEC 23-2-7
			LTS 4-12, BLK 125
			STEINHATCHEE SUBD
			SEC 20-2-7
			1 Acre
			Lot 13 BLK 50
			STEINHATCHEE SUBD
			Lot 17 BLK 2
			MILLDALE SUBD
			Lot 26 BLK 14
			A.B. MCCRAE SUBD
			EAST 53 FT LTS 01 & 04
			J.C. CALHOUN SUBD

Parcels not  
sold at last  
bidding.  
Already declared  
surplus

declare as  
surplus  
property



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Staff to update Board and discuss the Taylor County Master Plan for Mobility, Recreation and Connectivity funded through a Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant.

**MEETING DATE REQUESTED:**

June 18,, 2019

**Statement of Issue:** Staff to update the Board on the Master Plan for Mobility, Recreation and Connectivity.

**Recommended Action:** Board to receive update and discuss Master Plan draft.

**Fiscal Impact:** The County was awarded \$30,000 for the development of the Master Plan. No match was required by the Board and \$8,500 of the grant funds will be used to fund the Grants Department staff salaries.

**Budgeted Expense:** Y/N The County did not provide any match funds.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County was in need of technical assistance for the preparation of a pedestrian and bicycle mobility Master Plan and was awarded a grant through DEO for this assistance. Three public meetings were held in January, February , and March 2019 to receive public input for the preparation of the draft Master Plan. A public meeting is being held June 18 at 6:00 p.m. in the Board Room to discuss and receive input for Deliverable 4 of the Master Plan draft. The County is eligible to apply for a second grant for the preparation of the final plan to be adopted by the Board. A deliverable of the current grant is to apply for a "Trail Town" designation for Steinhatchee through the Department of Environmental Protection (DEP) Trail Town Program. This designation is quite an honor to receive and there are only seven communities in the State of Florida which have received the designation. The Master Plan will assist the County in seeking funding assistance for the development and construction of trails and/or sidewalks through out various areas in the County

and will enhance the County's opportunities for trail connection to the Florida Sun Trail and the Florida National Scenic Trail System. Florida is renowned for Pedestrian and Bicycle mobility systems which provide numerous tourism and economic development opportunities to the communities where the systems are located. The County has met with various state agencies who may be able to provide future funding assistance.

**Attachments:** Deliverables provided to DEO for the draft of the Master Plan.

# Taylor County Master Plan for Mobility and Recreational Footpaths and Trails

## Deliverable 3:



Taylor County, Florida

Submitted

01 May 2019

## INTRODUCTION

Taylor County is situated in a rural area of Florida's Big Bend where the county makes the connection between the state's Panhandle and peninsular land forms and the Gulf of Mexico. Perry, the incorporated county seat, is located near the geographic center; unincorporated communities and settlements rim the coast from Mandalay near the western boundary with Wakulla County to Steinhatchee at the southeast boundary with Dixie County.

The Taylor County Board of County Commissioners is developing a county wide pedestrian-bicycle mobility and recreational trails Master Plan and an application for a "Trail Town" designation for Steinhatchee. The planning process is supported by data gathered from public meetings, interviews, and topical research. A series of deliverables submitted to the Department of Economic Development (DEO) discuss:

- Solicitation and summary of public input regarding existing and future trails and topics of concern that might be associated with facilities and trails. Participants reported that most trails in place are owned and managed by the state and raised concerns regarding the cost of continuing maintenance and potential for liability claims.
- Development of a comprehensive list of existing and proposed pedestrian-bicycle facilities in Taylor County with a brief discussion about long-term goals, priorities, and issues raised during the first series of public meeting held in January, February, and April. Priorities identified to date include 1) reactivation of plans to construct the Spring Creek Greenway originally proposed in 2007 to connect the City of Perry and Hampton Springs and 2) initiate planning to add sidewalks/footpaths and golf paths to mobility opportunities in the unincorporated Steinhatchee community.
- A step-wise "how to" plan for Steinhatchee to capture the coveted title of "Trail Town" from the Office of Greenways and Trails, Florida Department of Environmental Protection (FDEP).

Deliverable 3, presented here, provides a matrix that expands the inventory of bicycle-pedestrian facilities to include existing recreational trails and paths open to hikers, paddlers, and horseback riders and other modes of alternative wheeled transportation such as golf carts and off-road vehicles. The matrix includes options for connecting existing and planned Taylor County trails to state and national trails. A separate discussion evaluates the alignment. The location of existing, in progress, and planned projects are discussed within the context of the goals and priorities of the emergent Taylor County Master Plan for Mobility and Recreational Footpaths and Trails.

## The Evaluation

Taylor County has successfully attracted grants in recent years to fund sidewalks in areas adjacent to Perry and the bicycle pedestrian trail that connects Perry to the county sports complex. The bicycle pedestrian path at Keaton Beach separates bicyclists and walker from the flow of traffic and the trailhead provides facilities and off-street parking.

The county's development of the Master Mobility and Recreational Footpaths and Trails is intended to identify what's in place, what areas and activities need immediate support, and what needs to be considered in future planning. Specifically, the county views the Master Plan – and its results -- as a method to:

- Attract funding for sidewalks and bicycle-pedestrian paths as well as for recreational hiking, padding, and equestrian trails
- Enhance tourism related economic development, particularly in the Steinhatchee and beaches areas

In addition, Taylor County is well-placed geographically to become a hub for connecting the Florida National Scenic Trail, the Office of Greenways and Trails corridors, and eventually, the SUN Trail to the Florida Panhandle.

## Taylor County Master Plan for Mobility and Recreational Footpaths and Trails

The comprehensive list of existing, proposed, and future mobility pathways and recreational trails presented in matrix form emerged from public comment, interviews, and review of state, local, and federal plans. Please see **Appendix I-IV**. The document separates trails by mobility and recreation. All paths and trails referenced here will be included in the draft Master Plan. Trail locations are referenced by "segments" created for the Master Plan.

- Segment 1 West US 98 to Wakulla County line
- Segment 2 Urban (Perry-Spring Creek-Sports Complex)
- Segment 3 North US 19-27 to Jefferson County line
- Segment 4 East US 27 to Lafayette County line
- Segment 5 The Beaches (Spring Warrior, Dekle-Keaton-Dark Isle to Bird Island area)
- Segment 6 The Coast (Big Bend WMA, Circumnavigation Saltwater Paddling Trail, Big Bend Saltwater Paddling Trail)
- Segment 7 Steinhatchee (Steinhatchee to US 19-98)

All trails identified in the matrix are compatible with the goals and priorities established by the county for the Master Plan. Two priority projects have emerged, sidewalks for the Steinhatchee community and revitalization of the Spring Creek Greenway proposed by the Florida Office of

Greenways and Trails (OGT) and the Suwannee River Water Management District (SRWMD) c. 2003-2007. Both address county goals.

Two other types of trails/trail users have not been addressed to date: trails for golf carts and off-road vehicles since both are classified as motor vehicles. Participants in public meetings at Perry and Steinhatchee, however, requested that the county consider how to provide legal trails for both types of vehicles. ORV riders have created informal trails on right-of-way along public roads in Segment 5, The Beaches, suggesting that these vehicles are used for mobility and for safety. Likewise, golf carts riders, who are already allowed in some parts of the county, use such vehicles for mobility and safety.



*DRAFT*

## Taylor County Master Plan for Mobility, Recreation, and Connectivity

### Deliverable 4:



Taylor County, Florida

Submitted

10 June 2019

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## Figures

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Appendix I -

## INTRODUCTION

Taylor County is situated in a rural area of Florida's Big Bend between the state's Panhandle and peninsular landforms and the Gulf of Mexico. The region's bicycle-pedestrian paths and recreational trails access an unparalleled area of wilderness, sinking streams, native plants, and wildlife that are of interest to travelers and ecotourists worldwide. Taylor County – by virtue of its geographic location between existing, proposed, and future federal, state, and regional trails in Wakulla County at the west and Dixie County to the south – is positioned to promote and encourage the infrastructure network and to make these assets available to residents, neighbors, and the world at large.

The Taylor County Board of County Commissioners is taking steps to capitalize on this opportunity to bring greater mobility, recreational, and economic benefits to its communities as well as to regional, state, national, and international interests. Funded by the Florida Department of Economic Opportunity, the county began work in January 2019 to gather data to begin development of a Master Plan to guide local bicycle-pedestrian and recreational footpaths and trails in the present and into the future. The plan's centerpiece focuses on the capture of the coveted "Florida Trail Town"<sup>1</sup> designation to promote tourism and economic development at Steinhatchee and adjacent coastal areas. The working draft submitted here provides an overview of what exists, what is proposed, and what is needed to make these trails a countywide network attractive to residents and visitors alike.

Taylor County is currently the home of numerous existing trails owned by the State of Florida and managed by state and regional agencies with local support. The Florida Fish and Wildlife Conservation Commission (FWC) manages some 68,000 coastal acres that provide hike, bike, and equestrian access to coastal wildlife management areas (WMAs). FWC also manages the Big Bend Saltwater Paddling Trail which is adjacent to Segment 6 of the Office of Greenways and Trails' Florida Circumnavigational Saltwater Paddling Trail; both trails are located in Taylor County's nearshore area.

The Suwannee River Water Management District controls another 12,800 acres of property that offer recreational opportunities to hikers, bikers, equestrians, and paddlers. The Econfina River State Park, managed by Florida State Parks, provides 4,528 acres of water access for paddlers as well as boaters, and upland trails for bikers, hikers, and equestrians. A 1,400 acre portion of the St. Marks National Wildlife Refuge at the southwestern most part of the County is designated at this time as a waterfowl protection area.

The working draft presented here is based on public input provided in three public meetings, review of reports, planning documents and maps, and interviews. The draft will be presented

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<sup>1</sup> <https://floridadep.gov/parks/ogt/content/florida-trail-town-program>

for public review June 18, 2019. Comments and suggestions will become an addendum to the working draft.

## **THE VISION**

Taylor County intends to use this working draft of the Master Plan for Mobility, Recreation, and Connectivity to:

- Promote the diversity and extent of the existing trail experiences available across Taylor County.
- Enhance tourism-related economic development in the Steinhatchee and Beaches areas to include bike-pedestrian mobility, hiking paths, equestrian, blueways, and paddle trails.
- Support federal, state, and regional agency decisions and appropriations to expand the existing trail network by obtaining authorization of the Florida National Scenic Trail (FNST) over publicly owned lands through coastal areas of Taylor County.
- Develop trail infrastructure from the proposed FNST through Taylor County to connect with the Steinhatchee community.
- Develop infrastructure including sidewalks and bike-pedestrian paths to foster mobility for residents and visitors in the Steinhatchee and Beaches areas.

Taylor County's vision is to develop options for mobility, recreation, and economic benefits for its communities as well as to regional, state, national, and international interests.

## **TAYLOR COUNTY - THE CONTEXT**

### The Natural Resources and Environment

The majority of the 1,043 square miles in Taylor County consists of coastal lowlands with swamplands along the coast of the Gulf of Mexico. The lowlands are comprised of well-drained sands and underlain by limestone and dolomitic limestone, some of which, at the western end of the county north and south of US 98, has been mined by commercial companies since the 1970s. The lowland area supports extensive silviculture operations and natural growth areas.

The multiple springs present across the County are considered natural, recreational, and scientific points-of-interest. Of note, moving west to east across the county, are Nutall River Rise (a 1st magnitude spring), Hampton Spring, Fenholloway Spring, Waldo Spring, Big Spring, Camp Ground Spring, Spring Warrior Spring, Jabo Spring, Cedar Island Spring, Beaver Creek Spring, Bradley Spring, and Eva Spring (**Figure 1**).



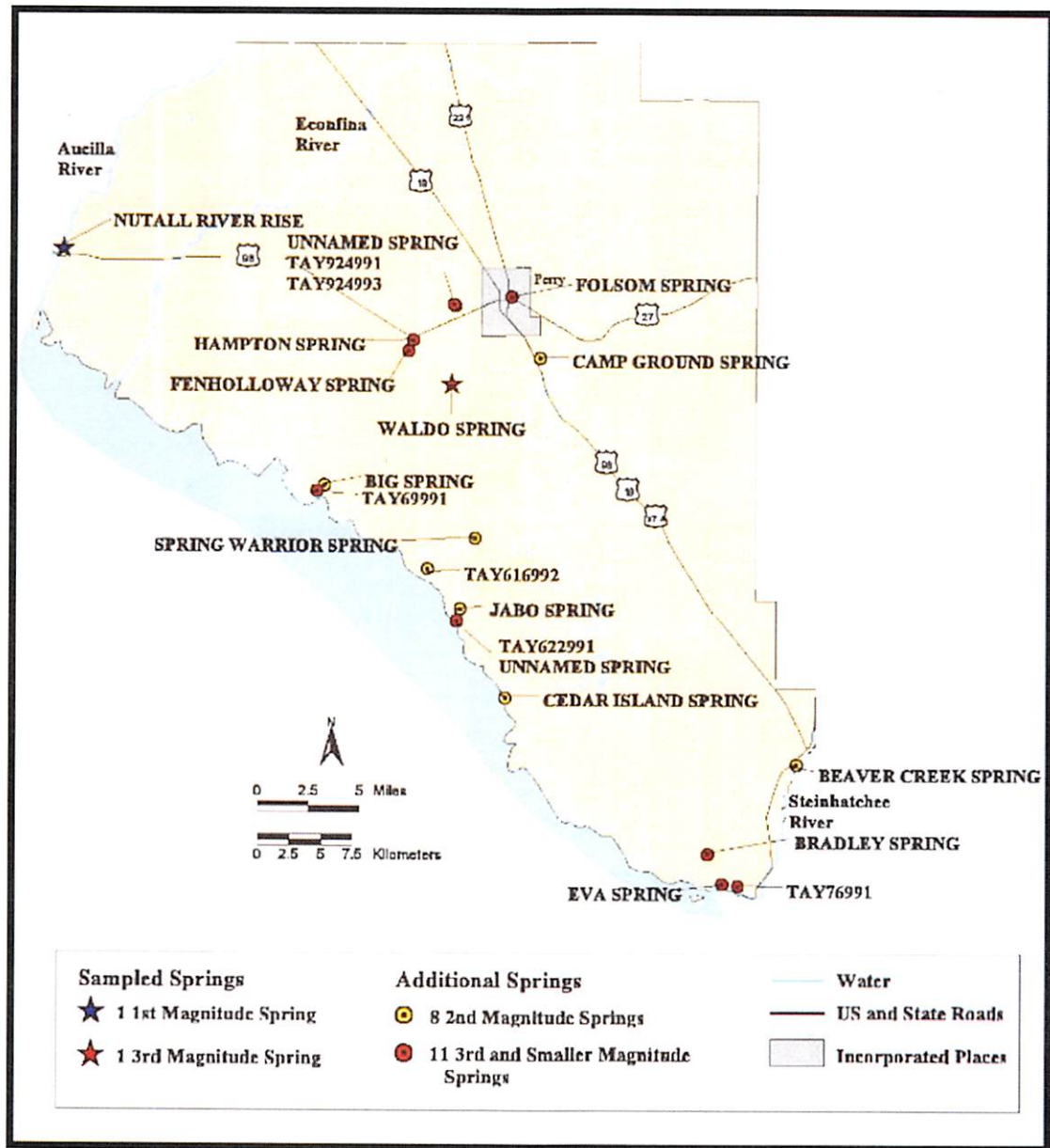


Figure 1 – Selected springs, Taylor County, Florida

The spring waters, charged from the Floridan Aquifer beneath the highland areas northern portion of the county and emanating from the underlain limestone, feed into the Aucilla, Econfina, Fenholloway, Spring Warrior Creek, and Steinatchee River systems. The four rivers and creek eventually drain south into the of the Big Bend Seagrasses Aquatic Preserve in the Gulf of Mexico, contributing to the offshore areas historically known for sport and commercial fishing and recreational boating. More recently, these same areas have gained popularity among users interested in paddle sports and have been designated as a segment in the Florida



Circumnavigational Saltwater Paddling Trail (Corridor E) and in the Big Bend-Saltwater Paddling Trail.

### The People

Perry, the incorporated county seat, is located near the geographic center of Taylor County. Multiple unincorporated communities and settlements rim the coast from Mandalay at the west to Steinhatchee at the southeast boundary with Dixie County. (Figure x)

Taylor County had an estimated population of 21,623 persons in 2018 which ranked 54th among Florida's 66 counties in number of total residents in 2018. The county shows a density of 21.6 persons per square mile compared with Florida's overall density of 392.7 persons per square mile. The median age during this same period was 43.4, slightly higher compared Florida's overall 41.6 years. Florida's Office of Economic & Demographic Research (EDR) projects the county's population with a slight increase to 22,706 between 2020-25.

Some 79 percent of Taylor Countians hold at least a high school degree, and more than eight percent hold a college degree. The median family income during the 2018 period was \$46,224, and the median household income was \$37,188.

### The Economy

Most of the property in Taylor County is privately owned by Four Rivers Land & Timber Company (formerly owned by Foley Land & Timber). Some 128,000 acres of Four Rivers land is focused on the eventual development of land located around the City of Perry and between the city and existing coastal communities. The acreage was vested by the State of Florida in 2015 as a Development of Regional Impact (DRI) that foresees new housing and commercial development over the Four Rivers lands (Figure 2).<sup>2</sup>

The present-day Taylor County economy depends on forestry operations and scattered rock mines spread across the inland areas of the rural county; tourists, retirees, and second-home residents support the coastal margins. Planted pines represent the county's largest crop, and GP Cellulose, the county's largest employer, manufactures wood-based products. While diverse types of manufacturing and healthcare provide the most jobs, government, education, and retail represent 31 percent of the economic pie. Professional services, financial activities, and tourism-related work round out job opportunities.<sup>3</sup> Tourism in Steinhatchee and other coastal areas is dependent on commercial and recreational fishing, boating, and hunting and supporting infrastructure facilities.

Taylor County is among the rural counties designated as part of Florida's Rural Economic Development Initiative (REDI). REDI services focus on economic development, capacity building,

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<sup>2</sup> <https://www.floridatrend.com/article/18621/farewell-to-floridas-development-of-regional-impact-dri-law>

<sup>3</sup> Taylor County Development Authority <http://floridasrisingstar.com/abouttcda.html>

and advocacy.<sup>4</sup> The county also participates in the North Florida Economic Development Partnership which fosters economic development in north-central Florida counties.<sup>5</sup>

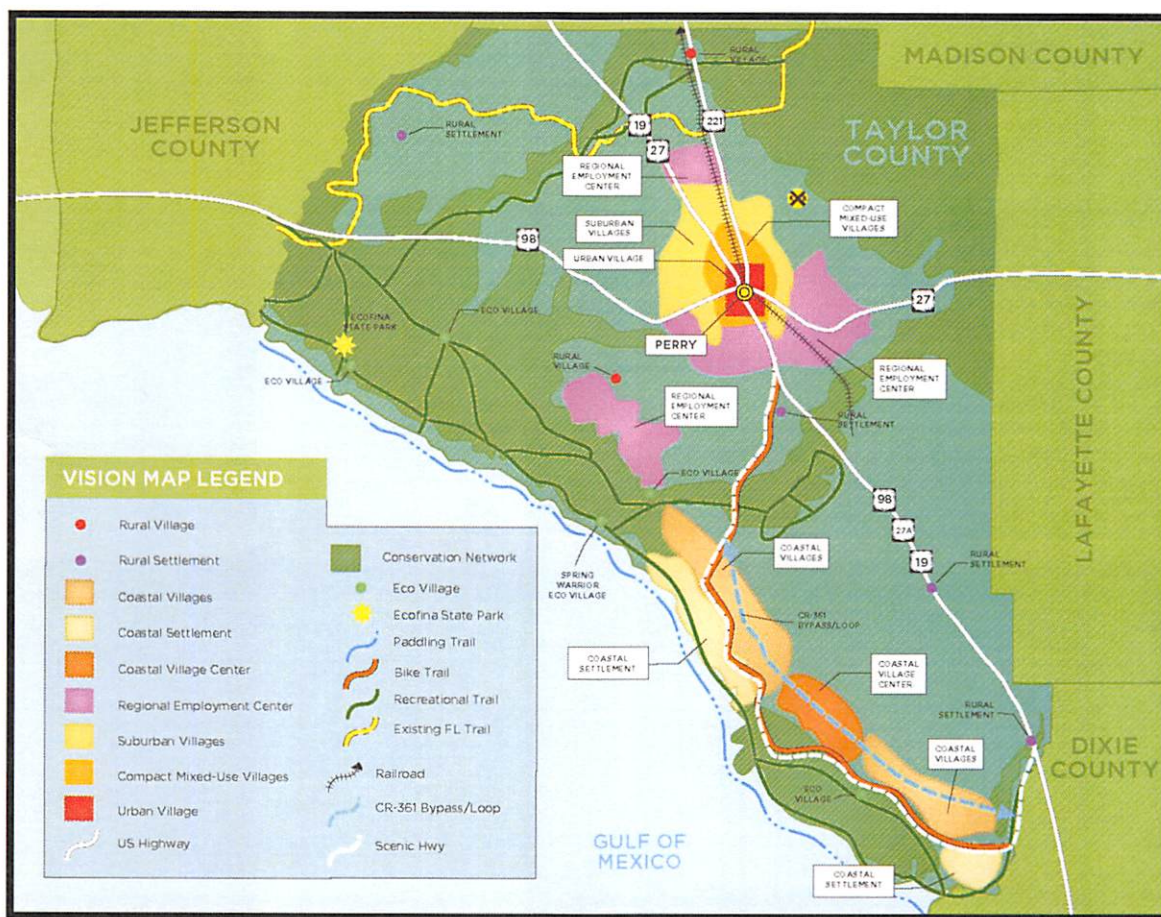


Figure 2 – Vision Map from DRI Master Development Plan

### Transportation

Five US highways provide motor vehicle access to and through Perry. Four-lane U.S. 19-27 links Taylor County to Florida's capital at Tallahassee to the north and U.S. 19-98 connects the county to Dixie, Levy, and Citrus Counties to the south. Two-lane U.S. 98 runs east-west from Perry to the Panhandle counties of Wakulla, Franklin, and Bay; on the other side, U.S. 27 runs east to Mayo eventually providing access to Interstate 75 and Gainesville in the middle of the state. FDOT considers each of these roadways to be bike routes (Figure 3).

<sup>4</sup> Florida Rural Economic Development Initiative <http://www.floridajobs.org/community-planning-and-development/rural-community-programs/we-are-redi>

<sup>5</sup> North Florida Economic Development Partnerships <https://nflp.org/About-Us>





*Figure 3 – Traffic Circulation Element, Taylor County Comprehensive Plan (2010)<sup>6</sup>*

Two-lane roads provide internal access to communities that include Lamont, Spring Warrior, Dekle Beach, Keaton Beach, and Steinhatchee. Big Bend Transit provides transportation by reservation in Taylor and adjacent counties under the auspices of the Medicaid Recipient Program and the Transportation Disadvantage Program.

More than 86% of Taylor County residents work within the county, with an average of working population spending just over 24 minutes to travel to jobs. Sixty-two individuals reportedly walked to work in 2018 while another 181 persons used a bicycle, motorcycle, or use other kind of alternative transportation to get jobs. FDOT reported 16 pedestrian or bicycle versus motor vehicle accidents in Taylor County between 2013 and 2018, three of which resulted in fatalities and six incapacitating injuries. The remainder of the crashes were listed as non-incapacitating

<sup>6</sup> <http://www.taylorcountygov.com/ALLTRAFFICCIRCULATIONMAPS.pdf>

injuries. Two of the fatalities occurred along US 27-19 in or near Perry, while five of the accidents with incapacitating injuries occurred in or within a four radius of Perry.

The Georgia and Florida Railway operates between Adel, Georgia and Foley, Florida. The rail line is being upgraded to handle more freight generated from commercial operations in Taylor County.

### The Future

The 2019 Florida Legislature may have breathed new life into the Four Rivers DRI Master Plan with the passage of legislation that calls for plans to extend the existing Suncoast Parkway from Hernando County through Citrus, Levy, Dixie, Taylor, and Madison counties to provide link between the Tampa – St. Petersburg area and South Georgia. Such a limited access, toll road could be expected to spur development in rural areas along the Florida’s west coast – including Taylor County.

## **TAYLOR COUNTY WORKING DRAFT MASTER PLAN FOR MOBILITY AND RECREATIONAL FOOTPATHS AND TRAILS – THE WORKING DRAFT**

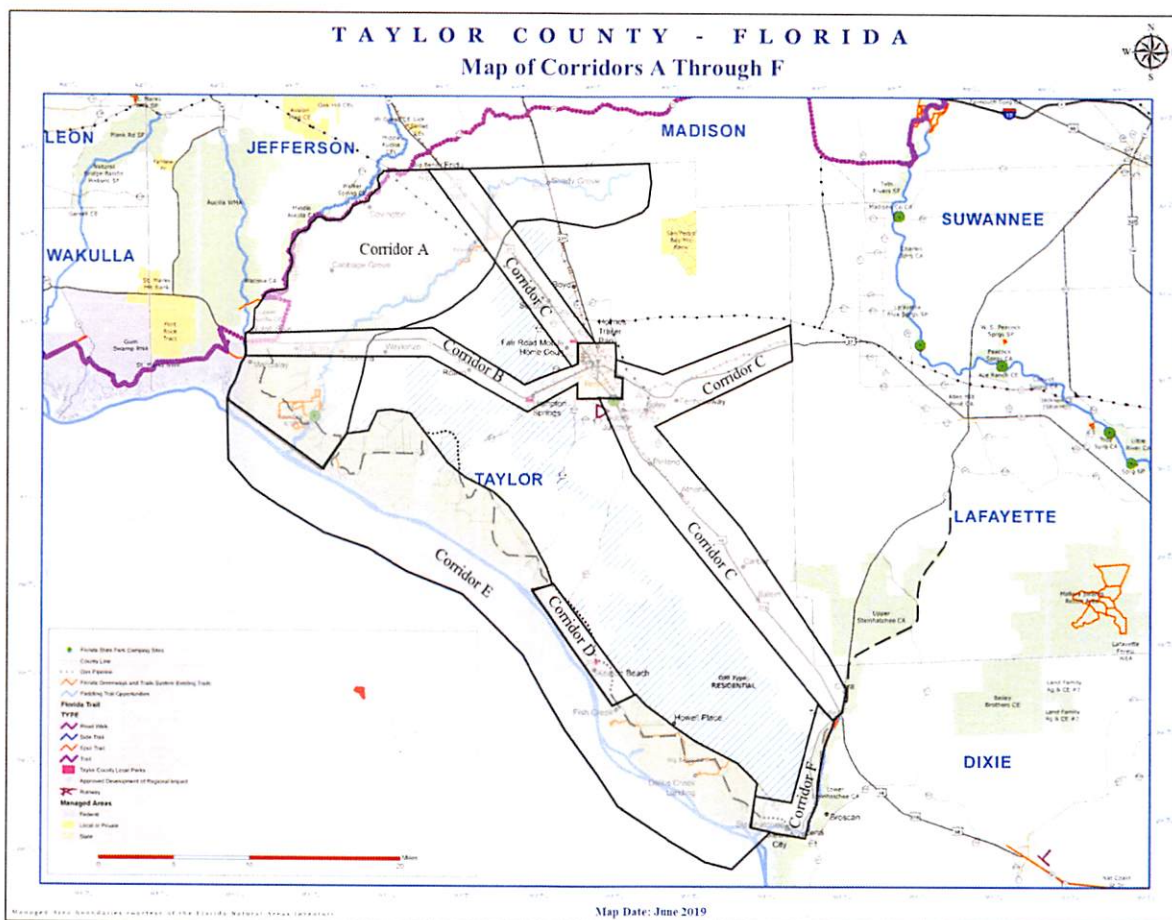
Development of the draft Master Plan initially focused on mobility. The planning effort was expanded to include recreational interests to accommodate public requests and to recognize Taylor County’s existing recreational land and water trails and designations.

The draft submitted here is organized by geography. Place-based corridors were created to capture existing, proposed, and future bike-pedestrian, hiking, equestrian, and paddle trails in or adjacent to Taylor County (**Figure 4**). The corridors, identified below, are presented from west to east, north to south path:

- **Corridor A - The Rivers of AWE** (Aucilla, Wacissa, and Econfina Rivers)<sup>7</sup>
- **Corridor B - Taylor County Greenways** -- Creating a Connection between Wakulla County and the City of Perry
- **Corridor C - The Highways** -- North US Highway 19-27 to Jefferson County line, East US Highway 27 to Lafayette County line, South US Highway 19-98 to Dixie County line
- **Corridor D - The Beaches** (Spring Warrior, Dekle-Keaton-Dark Isle to Bird Island area)
- **Corridor E - The Florida National Scenic Trail** -- Connecting the FNST from Wakulla County to Steinhatchee Area
- **Corridor F - The Steinhatchee Connection** -- Connecting the Big Bend WMAs to Steinhatchee and Steinhatchee to US 19-98.

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<sup>7</sup> The Florida Fish and Wildlife Commission and Suwannee River Water Management District use “the Rivers of AWE” to describe this unique area.



*Figure 4 – Map of Corridors*

The trails discussed by corridor are reorganized by mode or user group – bicyclists, pedestrians, hikers, paddlers, and equestrians – in **Appendix I**.

Two types of trails/trail users are not included in the discussion of corridors: legal access for golf carts and for off-road vehicles (ORVs) both of which are classified as motor vehicles.<sup>8</sup> Golf carts riders, a use allowed by county ordinance in some parts of the county, reported that such vehicles are used for mobility and safety. Likewise, ORV riders reported the use of ORVs for mobility and off-road safety as well as for recreation. use of all-terrain vehicles (ATVs) at all county recreational property including Hampton Springs.<sup>9</sup>

<sup>8</sup> Taylor County. 2016-2018. Golf Carts on Certain Roads. Section 74-4, Chapter 74 – Traffic and Vehicles, Taylor County, Florida, Code of Ordinances.  
[https://library.municode.com/fl/taylor\\_county/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH74TRVE\\_S74-4GOCACERO&showChanges=true](https://library.municode.com/fl/taylor_county/codes/code_of_ordinances?nodeId=COOR_CH74TRVE_S74-4GOCACERO&showChanges=true)

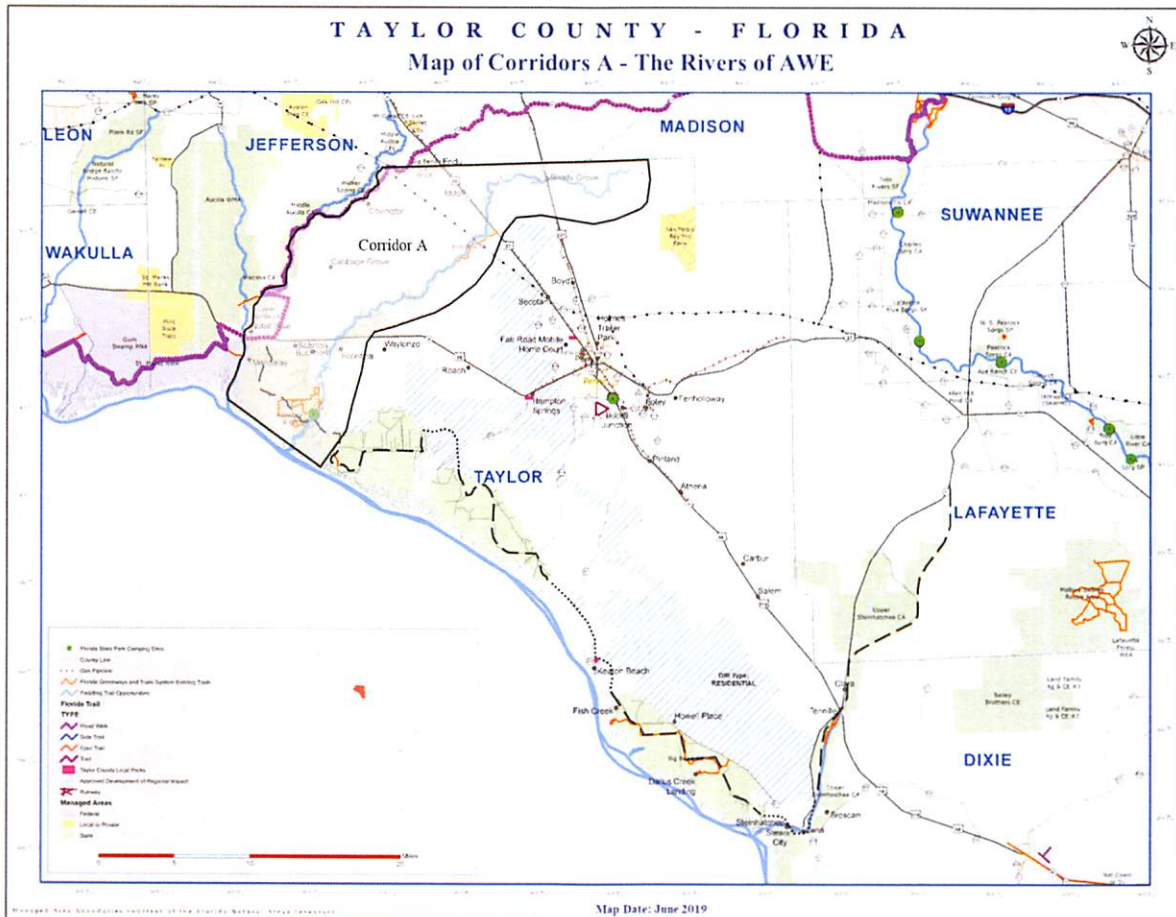
<sup>9</sup> Taylor County. N.d. All-terrain vehicles prohibited, Section 54-11 and Hampton Springs Park site, Section 54-23 -, Chapter 54- Parks and Recreation, Taylor County, Florida, Code of Ordinances.  
<https://library.municode.com/search?statelid=9&clientid=12621&searchText=atv&contentTypeid=CODES>



## CORRIDOR A – THE RIVERS OF AWE

Taylor County is widely known for commercial and recreational fishing, hunting, and scalloping; however, the riverine and coastal areas are increasingly recognized as an emerging hub for hikers, bikers, equestrians, and paddlers. Corridor A straddles US Highway 98 near Taylor County’s boundaries with Wakulla and Jefferson Counties (Figure 5).

The focus here is the Aucilla, Wacissa, and Econfinia, tagged as “the rivers of AWE” by FWC and the SRWMD to underscore the environmental, geologic, historical, recreational and viewing opportunities common in this corridor. The conservation lands are summarized in Table 1. A list of trails available for public use within Corridor A is provided in Table 2.



*Figure 5 - Corridor A - The Rivers of AWE (Aucilla, Wacissa, and Econfinia Rivers)*

Table 1: Conservation lands in Corridor A - The Rivers of AWE

Lead Managing Agency	Conservation Land Name	Total Acres in Taylor County
Florida Department of Environmental Protection, Division of Recreation and Parks	Econfina River State Park	4,528
Florida Fish and Wildlife Conservation Commission	Aucilla Wildlife Management Area	1,000
	Snipe Island Unit	11,687
Suwannee River Water Management District	Econfina Conservation Area	8,417
	Upper Steinhatchee Conservation Area	180
	Middle Aucilla Conservation Area	1,800
US Department of the Interior, Fish and Wildlife Service	St. Marks National Wildlife Refuge	1,400
Total Acreage		29,012

Table 2: Opportunities in Corridor A – The Rivers of AWE

Status	Trail Type	Name	Ownership and Maintenance	Connection to Existing or Proposed Trails
Existing	Recreational Biking - Hiking	Lower Econfina River WMA	SRWMD	TBD
	Recreational Biking - Off Road	Econfina River State Park	Florida State Parks	TBD
	Recreational Biking - Hiking	Middle Aucilla Wildlife Management Area	FWC SRWMD	TBD
	Recreational Equestrian	Natural Well Branch	SRWMD	Co-located with Bike Hike Trails
	Recreational Equestrian	Cabbage Creek Scanlon	SRWMD	Co-located with Bike Hike Trails
	Recreational Equestrian	Cabbage Grove Jones Mill Creek	SRWMD	Co-located with Bike Hike Trails
	Recreational Equestrian	Goose Pasture	SRWMD	Co-located with Bike Hike Trails
Proposed	Recreational Hiking			Florida National Scenic Trail - Coastal Route
	Recreational Paddling			Florida Circumnavigational Saltwater Paddling Trail
	Recreational Paddling			Big Bend – Saltwater Paddling Trail
Future				



### The Aucilla / Wacissa River

The Aucilla River and its tributary, the Wacissa River, form a watershed that extends from Thomasville, Georgia to the Gulf of Mexico, dropping in elevation over the Red Hills of South Georgia to the Florida coastal plain. From a cultural perspective, evidence of occupation by Pre-Clovis and Clovis peoples has been dated in the upland areas of the Aucilla as far back as 16,000 years. The Aucilla River was used for goods to and from South Georgia in the 19<sup>th</sup> century.

Most of the upland property along the Aucilla and Wacissa Rivers located north of US 98 is privately owned; properties to the south of the highway are largely owned by the FWC (state) or the U.S. Fish and Wildlife Service (FWS). The Aucilla is the starting point for FWC's Big Bend – Saltwater Paddling Trail which terminates to the south at Yankeetown in Levy County. The Suwannee River Water Management District manages specific areas within the corridor for water protection and recreation. Taylor County owns a recreational area near the mouth of the Aucilla at Mandalay (Williams Fish Camp) which is co-managed with FWC (**Figure 6**). Facilities include boat ramps, restrooms, informational kiosks, and a parking lot. The boat ramps do double duty as launch sites for kayaks and paddle boards.



*Figure 6 - Photo of Mandalay (Williams Fish Camp Landing) at the Aucilla River*

### The Econfina River

The Econfina River rises from spring discharges into San Pedro Bay in northeastern Taylor County near the Madison County line. The river has a steady flow owing to the continued groundwater discharge to the stream as it flows the 44 miles to Apalachee Bay. The water



quality of the river is outstanding and provides a crystal-clear water-based highway for recreation uses (**Figure 7**).

The property north of US 98 is managed by the SRWMD and FWC. Coastal property located south of the highway is managed by the Florida Park Service (FPS) as the Econfina River State Park.

The Econfina River connects with the Big Bend Coast segment of FDEP's Florida Circumnavigational Saltwater Paddling Trail that extends from Escambia County on the Gulf of Mexico to Nassau County north of Jacksonville on the Atlantic Ocean. FWC manages the Big Bend – Saltwater Paddling Trail in the same general near-shore area. The Econfina River Water Trail, which incorporates the navigable trails above and below US Highway 98, is designated as a National Recreation Trail by the non-profit American Trails organization.



*Figure 7 - Photo of Natural Wells Branch of the Econfina River<sup>10</sup>*

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<sup>10</sup> <http://www.srwmd.state.fl.us/218/Natural-Well-Branch>

## CORRIDOR B – TAYLOR COUNTY GREENWAYS

To be completed.....

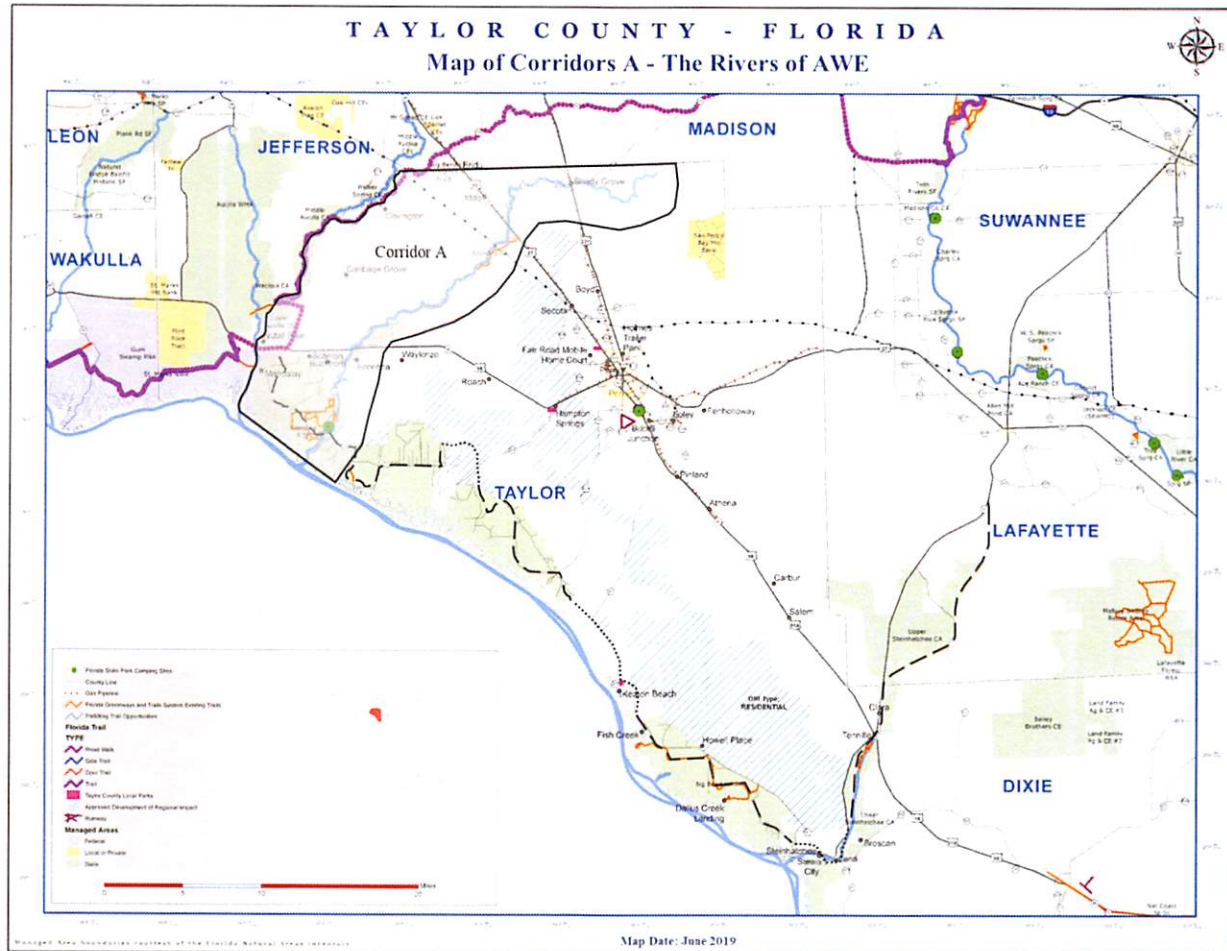


Figure x - Corridor B – Taylor County Greenways

Table x: Conservation lands in Corridor B – Taylor County Greenway		
Lead Managing Agency	Conservation Land Name	Total Acres in Taylor County
Florida Department of Environmental Protection, Division of Recreation and Parks	Forest Capital Museum State Park	14
Total Acreage		14



Table x: Opportunities in Corridor B – Taylor County Greenways

Status	Trail Type	Name	Ownership and Maintenance	Connection to Existing or Proposed Trails
Existing	Mobility Bike - Pedestrian	Sports Complex Pedestrian-Bike Trail	Taylor County	Connects to Taylor County Sports Complex - Scenic Bike Trail
	Mobility Bike - Pedestrian	Taylor County Sports Complex - Scenic Bike Trail	Taylor County	Connects to Sports Complex Pedestrian-Bike Trail
	Mobility Walking Trail	Tour of Parks Walking Route	City of Perry / Taylor County Health Department	TBD
	Mobility Walking Trail	Perry Historic Walking Trail	City of Perry	TBD
Proposed	Mobility Sidewalk	Green Street Sidewalk	Taylor County	Connects to Howard Street Sidewalk to Taylor County Elementary School
	Mobility Sidewalk	Old Dixie Highway Sidewalk	Taylor County	Adjacent to Southside Park
	Mobility Recreational Greenway	Spring Creek Greenway	TBD	Connect City of Perry to Hampton Springs
Future	Recreational Biking - Hiking	Rails to Trails Nature Coast Trail	OGT	TBD

## CORRIDOR C – THE HIGHWAYS

To be completed.....

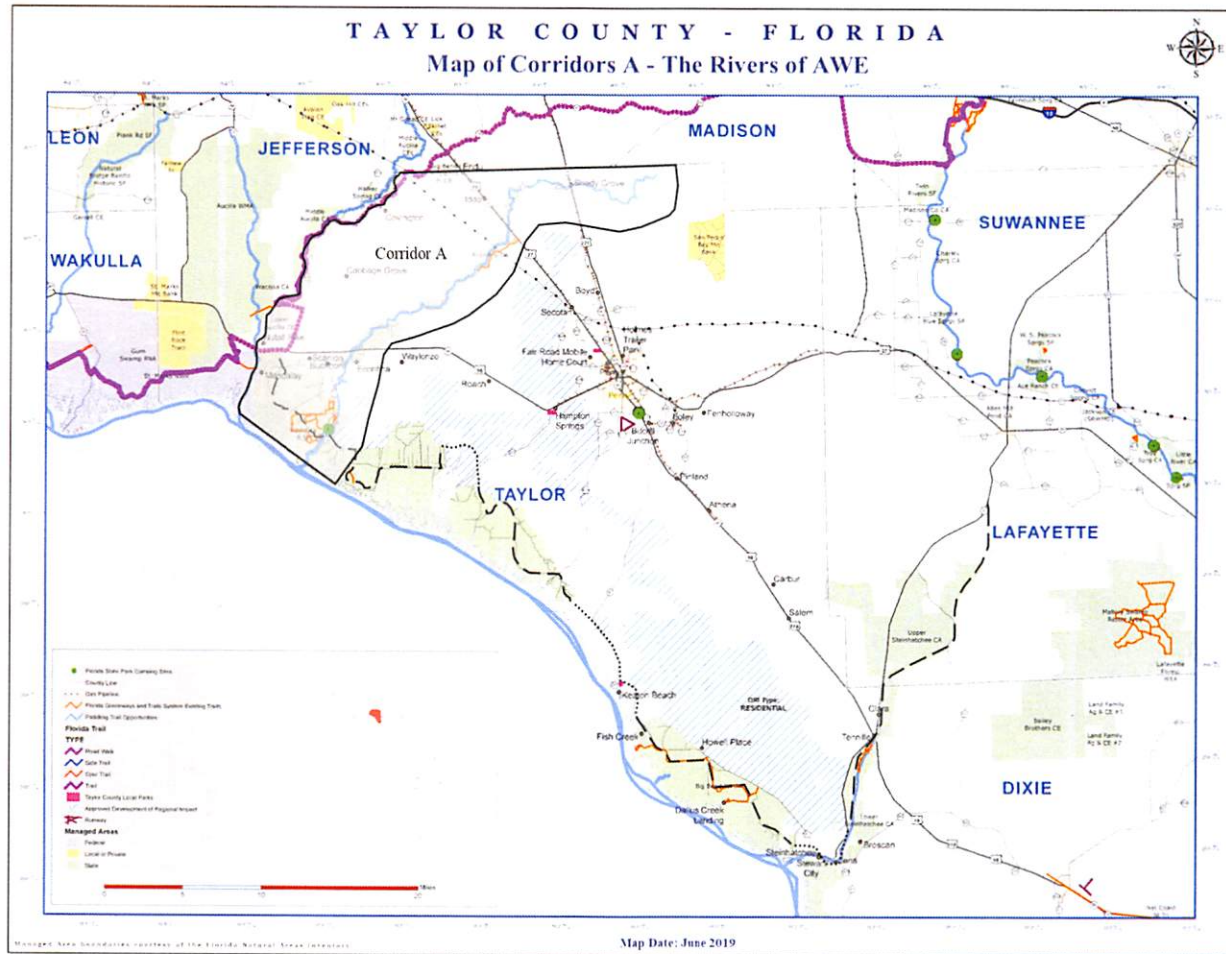


Figure x - Corridor C - The Highways

Table x: Conservation lands in Corridor C - The Highways		
Lead Managing Agency	Conservation Land Name	Total Acres in Taylor County
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Total Acreage		--

**Table x: Opportunities in Corridor C – The Highways**

Status	Trail Type	Name	Ownership and Maintenance	Connection to Existing or Proposed Trails
Existing				
Proposed				
Future	Recreational Biking - Hiking	Rails to Trails Nature Coast Trail	OGT	TBD



CORRIDOR D – THE BEACHES

To be completed.....

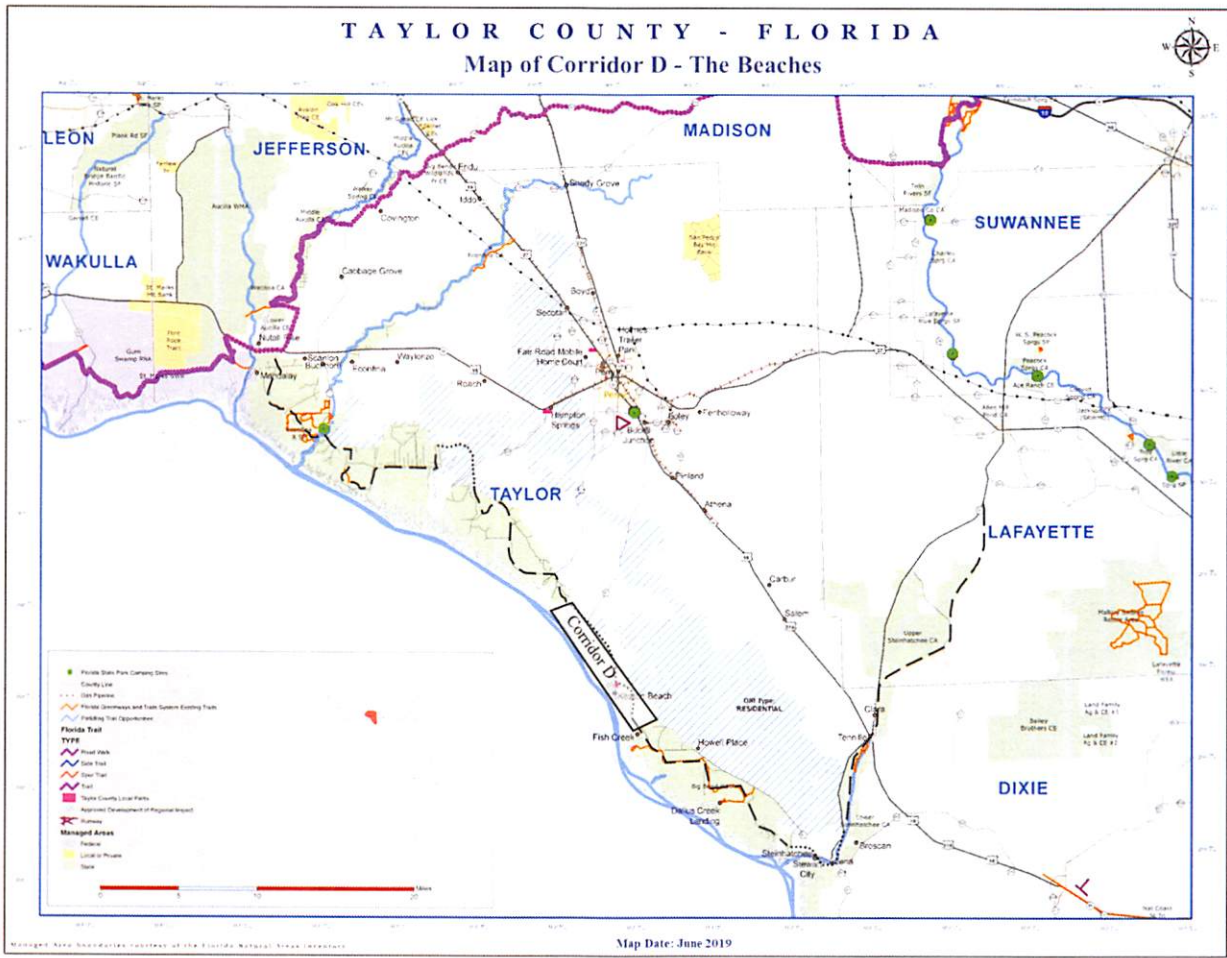


Figure x - Corridor D - The Beaches

Table x: Conservation lands in Corridor D - The Beaches		
Lead Managing Agency	Conservation Land Name	Total Acres in Taylor County
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Total Acreage		--



Table x: Opportunities in Corridor D – The Beaches

Status	Trail Type	Name	Ownership and Maintenance	Connection to Existing or Proposed Trails
Existing	Mobility Bike - Pedestrian	Keaton Coastal Park to CR 361 to Dark Island	Taylor County	TBD
	Recreational Equestrian	Big Bend WMA - Hickory Mound Units and Spring Creek Units -- Allowed year round on named and numbered roads	FWC	Co-located with Bike Hike Trails
Proposed	Recreational Hiking	Florida National Scenic Trail - Coastal Route	TBD	TBD
Future	Mobility Bike - Pedestrian	Perry to Spring Warrior	TBD	TBD
	Mobility Bike-Pedestrian	Perry to Dekle Beach	TBD	TBD
	Mobility Bike-Pedestrian	Dekle Beach to Keaton Beach	TBD	Connect Dekle Beach to Keaton Coastal Park
	Mobility Bike-Pedestrian	Keaton Beach to Steinhatchee area	TBD	TBD

## CORRIDOR E – THE FLORIDA NATIONAL SCENIC TRAIL

To be completed.....

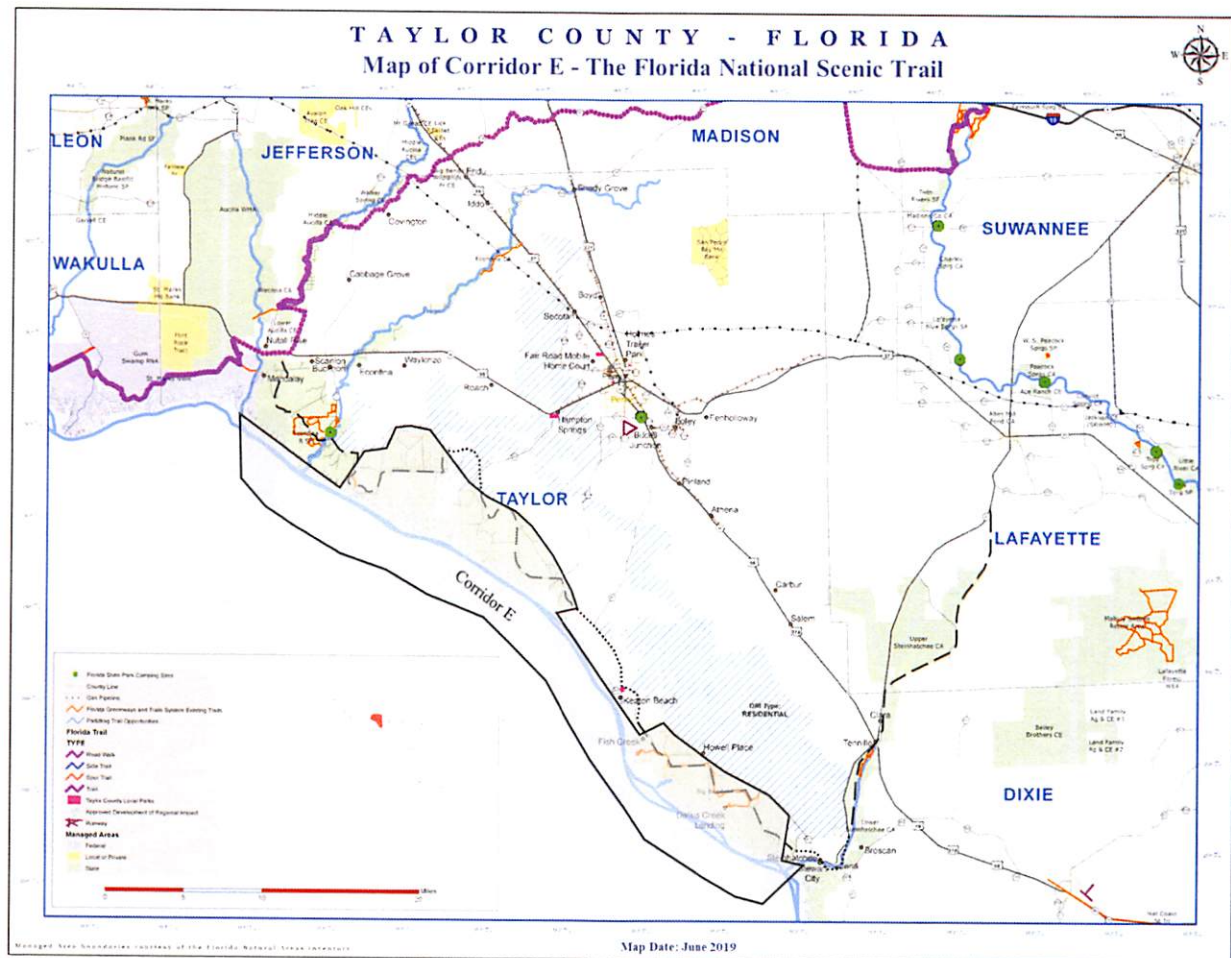


Figure x - Corridor E - The Florida National Scenic Trail

Table x: Conservation lands in Corridor E – The Florida National Scenic Trail

Lead Managing Agency	Conservation Land Name	Total Acres in Taylor County
Florida Fish and Wildlife Conservation Commission	Big Bend Wildlife Management Area	55,000
<b>Total Acreage</b>		<b>55,000</b>

**Table x: Opportunities in Corridor E – The Florida National Scenic Trail**

Status	Trail Type	Name	Ownership and Maintenance	Connection to Existing or Proposed Trails
Existing	Recreation Hiking Trail	Bat House Trail Hickory Mound Unit Wildlife Management Area	FWC SRWMD	TBD
	Recreational Biking - Hiking	Tide Swamp Unit Big Bend Wildlife Management Area	FWC	TBD
Proposed	Recreational Hiking	Florida National Scenic Trail - Coastal Route	TBD	TBD
Future				



## CORRIDOR F – THE STEINHATCHEE CONNECTION

To be completed.....

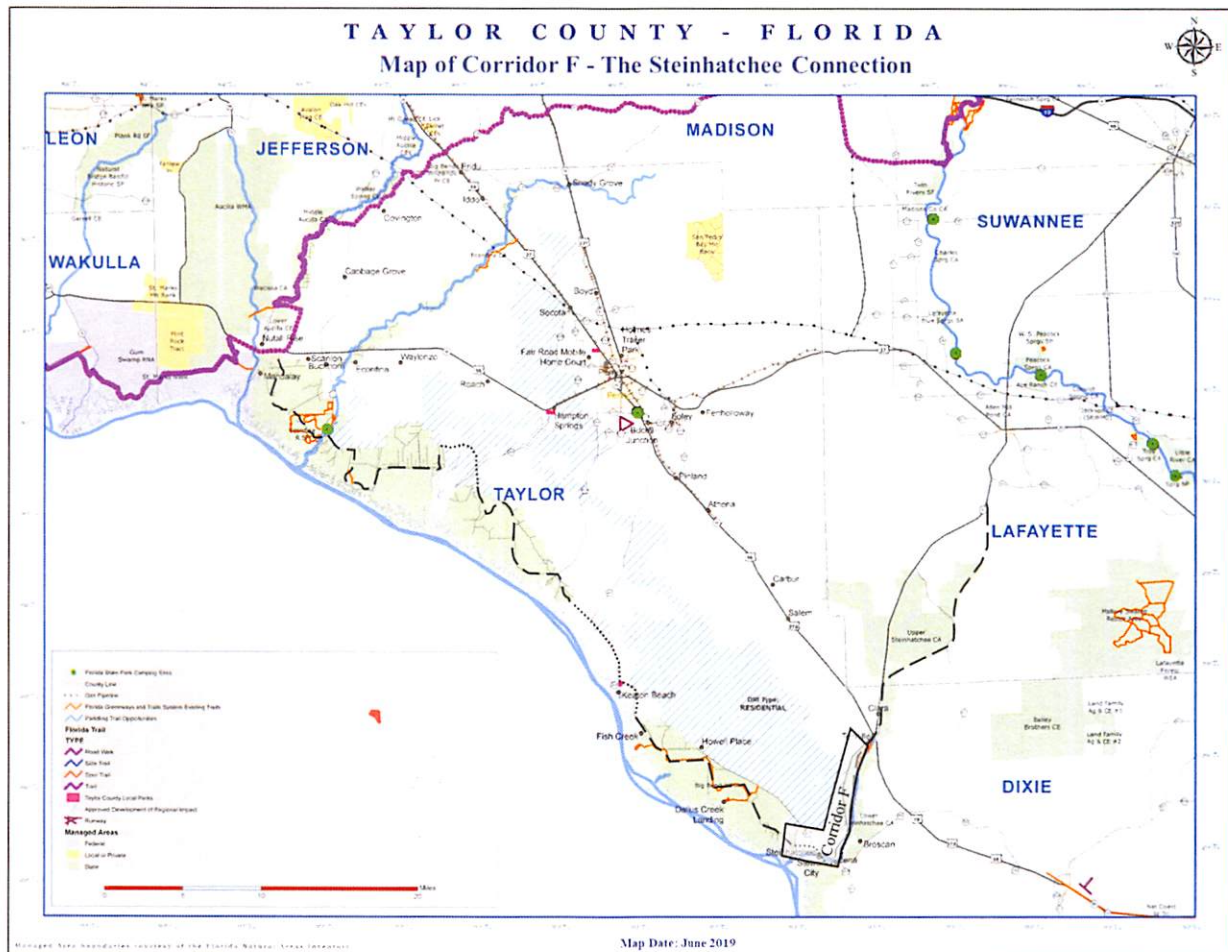


Figure x - Corridor F - The Steinhatchee Connection

Table x: Conservation lands in Corridor F - The Steinhatchee Connection		
Lead Managing Agency	Conservation Land Name	Total Acres in Taylor County
Suwannee River Water Management District	Upper Steinhatchee Conservation Area	180
	Lower Steinhatchee Conservation Area	2,200
Total Acreage		2,380

**Table x: Opportunities in Corridor F – The Steinhatchee Connection**

Status	Trail Type	Name	Ownership and Maintenance	Connection to Existing or Proposed Trails
Existing	Recreation Hiking Trail	Bat House Trail	FWC SRWMD	TBD
		Hickory Mound Unit Wildlife Management Area		
Proposed	Mobility Sidewalks	Steinhatchee Sidewalk Network	Taylor County	TBD
Future	Mobility Recreational Bicycle	Tennille to Steinhatchee	TBD	Connect Steinhatchee to RO Ranch Equestrian Trail at US 19
	Mobility Recreational Walking Trail	Steinhatchee to Steinhatchee Falls	TBD	Connect the Steinhatchee community to Steinhatchee Falls
	Recreational Biking - Hiking	Rails to Trails Nature Coast Trail	OGT	TBD
	Recreational Biking - Hiking	Rails to Trails Nature Coast Trail -	OGT	TBD
	Recreational Biking - Hiking	SUN Trail North Shared-Use Nonmotorized (SUN)	TBD	TBD
	Recreational Equestrian	Steinhatchee Fall Steinhatchee Rise	Steinhatchee Falls - 1,766 acres SH Rise - 3,559 acres	Co-located with Bike Hike Trails
	Recreational Equestrian	Steinhatchee Springs	Multiple	Option to connect with R.O. Ranch
Future Paused Park is closed. Park property is for sale.	Recreational Equestrian	R.O. Ranch Equestrian Park	SRWMD	Connect to Master Plan Segment 7 Steinhatchee Area

**PRIORITIES AND ACTION ITEMS**

To be completed.....



## Appendix II: Recreational - Bike Hike Trails Matrix

Status	Trail Type	Name	Master Plan Segment Location	Ownership and Maintenance	Funding	Point-to-Point Distance	Trailheads	Potential Connection Other Trails
Existing	Recreational Biking - Hiking	Lower Econfina River WMA	Segment 1 - West Lower Econfina River Wildlife Management Area	SRWMD	TBD	TBD	TBD	TBD
	Recreational Biking - Off Road	Econfina River State Park	Segment 1 - West Econfina River State Park	Florida State Parks	TBD	TBD	TBD	TBD
	Recreational Biking - Hiking	Middle Aucilla Wildlife Management Area	Segment 1 - West Aucilla River intersection of Jefferson, Taylor, and Madison Counties	FWC SRWMD	TBD	TBD	TBD	TBD
	Recreation Hiking Trail	Bat House Trail Hickory Mound Unit Wildlife Management Area	Segment 6 - The Coast Segment 7 - Steinhatchee Area Hickory Mound, Spring Warrior, Hagen's, Cove, Dallas Creek, Stephen's Spring, Steinhatchee Riverside Park to Steinhatchee Falls	FWC SRWMD	TBD	TBD	TBD	TBD
	Recreational Biking - Hiking	Tide Swamp Unit Big Bend Wildlife Management Area	Segment 6 - The Coast 3 miles southeast Keaton Beach Trails at Hagen's Cove and Dallus Creek	FWC	TBD	TBD	TBD	TBD
Proposed	Recreational Hiking	Florida National Scenic Trail - Coastal Route	Segment 1 - West Segment 5 - The Beaches Segment 6 - The Coast Segment 7 - The Steinhatchee Area	TBD	Priorities and Grant Sources - TBD	TBD	TBD	TBD
Future	Recreational Biking - Hiking	Rails to Trails Nature Coast Trail -	Segment 2 - Urban Segment 3 - North US 19 - 27 Segment 7 - Steinhatchee Area South from Jefferson County	OGT	Priorities and Grant Sources - TBD	TBD	TBD	TBD
	Recreational Biking - Hiking	Rails to Trails Nature Coast Trail -	Segment 7 - Steinhatchee Area North from Dixie County	OGT	Priorities and Grant Sources - TBD	TBD	TBD	TBD
	Recreational Biking - Hiking	SUN Trail North Shared-Use Nonmotorized (SUN)	Segment 7 - Steinhatchee Area North from Dixie County	TBD	Priorities and Grant Sources - TBD	TBD	TBD	TBD



Appendix III: Recreational - Paddling Trails Matrix

Status	Trail Type	Name	Master Plan Segment Location	Ownership and Maintenance	Funding	Point-to-Point Distance and Acreage	Trailheads	Potential Connection Other Trails
Existing	Recreational Equestrian	Natural Well Branch	Segment 1 - West	SRWMD	TBD	TBD	TBD	Co-located with Bike Hike Trails
	Recreational Equestrian	Cabbage Creek Scanlon	Segment 1 - West	SRWMD	TBD	Cabbage Creek - 2,387 acres Scanlon - 623 acres	Yes	Co-located with Bike Hike Trails
	Recreational Equestrian	Cabbage Grove Jones Mill Creek	Segment 1 - West	SRWMD	TBD	Cabbage Grove - 2,047 acres Jones Mill Creek - 2,884 acres	Yes	Co-located with Bike Hike Trails
	Recreational Equestrian	Goose Pasture	Segment 1 - West	SRWMD	TBD	1,060 acres	Yes	Co-located with Bike Hike Trails
	Recreational Equestrian	Big Bend WMA - Hickory Mound Units and Spring Creek Units -- Allowed year round on named and numbered roads	Segment 5 -- The Beaches	FWC	TBD	TBD	TBD	Co-located with Bike Hike Trails
Future	Recreational Equestrian	Steinhatchee Fall Steinhatchee Rise	Segment 7 - Steinhatchee Area	Steinhatchee Falls - 1,766 acres SH Rise - 3,559 acres	TBD	TBD	Yes	Co-located with Bike Hike Trails
	Recreational Equestrian	Steinhatchee Springs	Segment 7 - Steinhatchee Area	Multiple	TBD	TBD	Yes	Option to connect with R.O. Ranch
Future Paused Park is closed. Park property is for sale.	Recreational Equestrian	R.O. Ranch Equestrian Park	Lafayette County	SRWMD	TBD	2,500 acres	Yes	Connect to Master Plan Segment 7 Steinhatchee Area

Appendix IV: Recreational – Equestrian Trails Matrix

Status	Trail Type	Name	Funding	Master Plan Segment Location	Ownership and Maintenance	Point-to-Point Distance and Acreage	Trailheads	Potential Connection Other Trails
Existing	Recreational Equestrian	Natural Well Branch	TBD	Segment 1 - West	SRWMD	TBD	TBD	Co-located with Bike Hike Trails
	Recreational Equestrian	Cabbage Creek Scanlon	TBD	Segment 1 - West	SRWMD	Cabbage Creek - 2,387 acres Scanlon - 623 acres	Yes	Co-located with Bike Hike Trails
	Recreational Equestrian	Cabbage Grove Jones Mill Creek	TBD	Segment 1 - West	SRWMD	Cabbage Grove - 2,047 acres Jones Mill Creek - 2,884 acres	Yes	Co-located with Bike Hike Trails
	Recreational Equestrian	Goose Pasture	TBD	Segment 1 - West	SRWMD	1,060 acres	Yes	Co-located with Bike Hike Trails
	Recreational Equestrian	Big Bend WMA - Hickory Mound Units and Spring Creek Units -- Allowed year round on named and numbered roads	TBD	Segment 5 - The Beaches	FWC	TBD	TBD	Co-located with Bike Hike Trails
Future	Recreational Equestrian	Steinhatchee Falls Steinhatchee Rise	TBD	Segment 7 - Steinhatchee Area	Steinhatchee Falls - 1,766 acres SH Rise -- 3,559 acres	TBD	Yes	Co-located with Bike Hike Trails
	Recreational Equestrian	Steinhatchee Springs	TBD	Segment 7 - Steinhatchee Area	Multiple	TBD	Yes	Option to connect with R.O. Ranch
Future Paused Park is closed. Park property is for sale.	Recreational Equestrian	R.O. Ranch Equestrian Park	TBD	Lafayette County	SRWMD	2,500 acres	Yes	Connect to Master Plan Segment 7 Steinhatchee Area



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



Board to discuss the upcoming funding cycle and possible project options for the Florida Recreation Development Assistance Program (FRDAP) FY 2020-2021 This program funds outdoor recreation facilities, trails, and amenities. The funds can also be used for the acquisition of land to be used for parks, recreation, and trails.

**MEETING DATE REQUESTED:**

June 18, 2019

**Statement of Issue:** Board to discuss submitting application and the grant program requirements for the upcoming funding cycle of the FRDAP grant.

**Recommended Action:** Not applicable

**Fiscal Impact:** The County is eligible to receive a maximum of \$200,000 per grant application. It is important to note the state frequently only funds projects which are \$50,000 or less.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County is holding the first of two public hearings to discuss possible grant application to the FRDAP program FY 2020-2021 for additional improvements to the Taylor County Sports Complex June 18, 2019. The second public hearing will be held July 8, 2019. The County is eligible to submit two grant applications to the program. Projects submitted for funding assistance must be included in the County's five-year Capital Improvement Plan. The County has funded numerous projects through this grant program which include: four phases at the Sports Complex, two phases at Steinhatchee Park and pier, Keaton Beach Coastal Park, and three phases at Hodges Park.

**Attachments: Information on the FRDAP Program and grant application requirements.**

**Florida Department of Environmental Protection**  
**Application Instructions Guide for**  
**Florida Recreation Development Assistance Program**

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**FACTS ABOUT FRDAP**

**WHAT IS FRDAP AND HOW IS IT ADMINISTERED?**

The Florida Recreation Development Assistance Program (FRDAP) is a competitive program which provides grants to local governmental entities for acquisition and development of land for public outdoor recreation use or to construct recreational trails. The Florida Department of Environmental Protection (DEP), Office of Operations, Land and Recreation Grants Section administers FRDAP. The FRDAP Administrative Rule can be downloaded at <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>.

**WHO MAY APPLY FOR FRDAP FUNDS?**

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

**WHAT IS THE GENERAL APPLICATION INFORMATION?**

A proposed FRDAP project must be for one of the three following categories: acquisition of land for public outdoor recreational purposes, development and/or renovation of land for public outdoor recreational purposes, or construction and/or renovation of a public recreational trail. If an **acquisition** project receives a FRDAP grant, the applicant must develop the acquired site for public outdoor recreation use within three (3) years.

**HOW DO I APPLY?**

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Each applicant may only have a total of three (3) active projects, including any applications being submitted. Applications must involve only one project site except for acquisition or development of salt water beach access. DEP evaluates applications on the basis of the information provided by the applicants, except where such data is superseded by official DEP information. Failure by an applicant to present all required application information and documentation may result in the application being declared ineligible for funding consideration, or may result in a loss of points from the applicant's competitive score. **Applications will be evaluated and scored based on the information submitted by the application submission deadline.**

2019

Applicants must submit three copies (1 original and 2 copies) of the completed application and all supporting documents during the announced submission period of **(October 1-15, 2018)**. Please use a **soft covered binder, no HARD 3-ring binders**. To facilitate review and scoring, please tab all exhibits. Applications must be postmarked **NO LATER THAN October 15, 2018**, and submitted to:

2019

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
LAND AND RECREATION GRANTS SECTION  
3900 COMMONWEALTH BOULEVARD, MAIL STATION 585  
TALLAHASSEE, FLORIDA 32399-3000



If you plan to prepare this document by retyping or downloading it to your computer, the language and format used must exactly match this application. You may request an electronic application by e-mailing: [Angie.Bright@dep.state.fl.us](mailto:Angie.Bright@dep.state.fl.us) & [Tamika.Bass@dep.state.fl.us](mailto:Tamika.Bass@dep.state.fl.us), or visit our website at: <https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program>.

### WHAT IS THE MAXIMUM GRANT AMOUNT?

Maximum grant funds an applicant may apply for is \$200,000.

### GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

### WHAT CAN I USE TO MATCH A FRDAP GRANT?

Cash, Land Value of **undeveloped** land owned by applicant (subject to conditions), and In-kind Services

Refer to Rule Chapter 62D-5.055(4), Florida Administrative Code (F.A.C.) for complete information on match requirements and match types.

### HOW ARE FRDAP GRANTS AWARDED?

Each application is reviewed to determine eligibility. The Office of Operations, Land and Recreation Grants Section evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration. **DEP's performance and obligation to award program grants is contingent upon an annual appropriation by the Florida Legislature. Should the project receive funding, the grantee will have up to three (3) years from the start of the state's fiscal year in which funds are appropriated to complete the project.**

If questions arise while preparing the application, please contact the Land and Recreation Grants Section at 850-245-2501.

**B. 2008 Relative Need Index by Region**

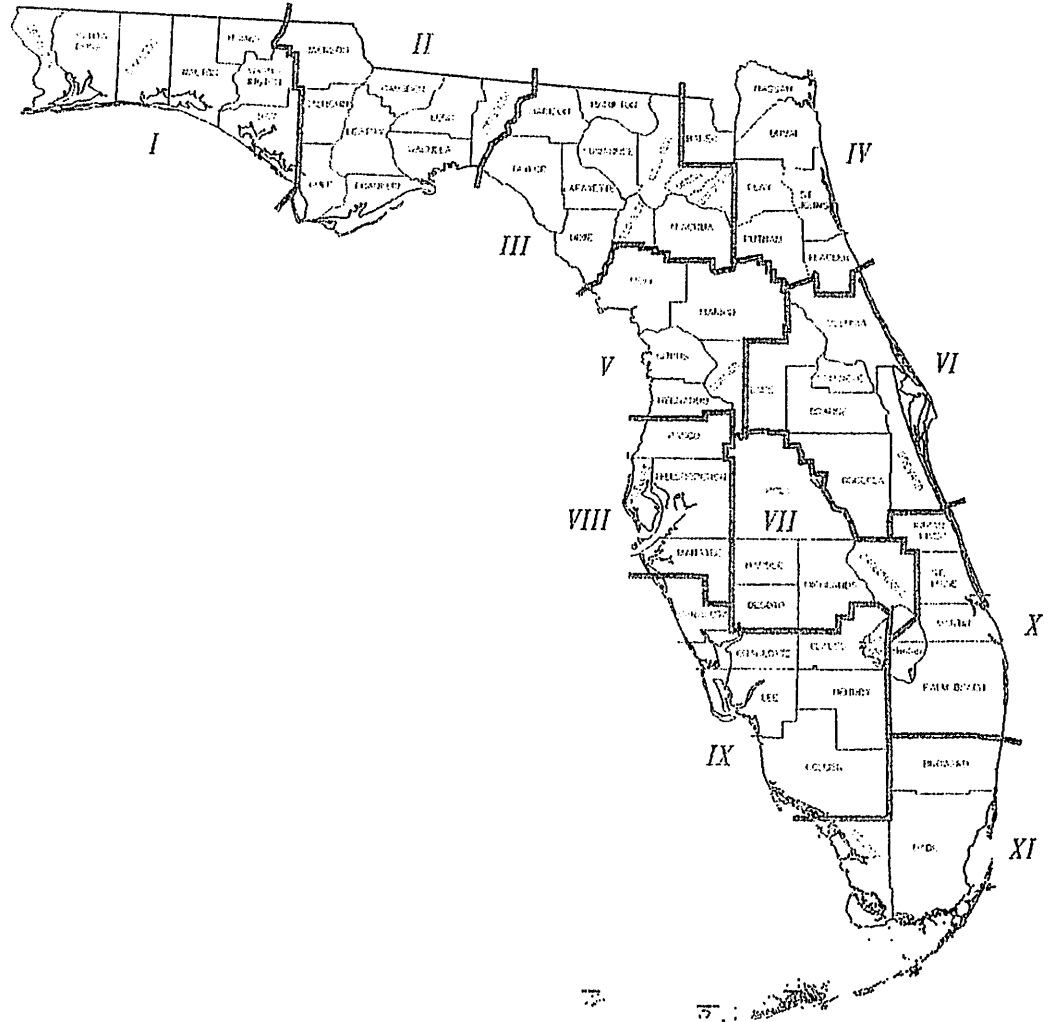
The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8 of this application:

**(7 points)**

- ☐ I Saltwater Beach Activities \* Baseball or Softball \* Picnicking \* Football  
Outdoor Swimming Pool Use \* Saltwater Non-Boat Fishing \* Golf  
RV / Trailer Camping \* Freshwater Boat Ramp Use \* Soccer or Rugby
- ☐ II Saltwater Beach Activities \* Nature Study \* Historical or Archeological Sites  
Baseball or Softball \* Picnicking \* Freshwater Boat Ramp Use \* Football  
Hunting \* Horseback Riding \* Outdoor Swimming Pool Use
- ☐ III Football \* Picnicking \* Nature Study \* Soccer or Rugby \* Baseball or Softball  
Horseback Riding \* Outdoor Basketball \* RV / Trailer Camping  
Freshwater Boat Ramp Use \* Bicycle Riding – Unpaved Trails
- ☐ IV Historical or Archeological Sites \* Baseball or Softball \* Football  
Saltwater Beach Activities \* Picnicking \* Outdoor Swimming Pool Use \* Outdoor  
Basketball \* Nature Study \* Golf \* Soccer or Rugby
- ☐ V Picnicking \* Football \* RV / Trailer Camping \* Nature Study \* Baseball or Softball  
Bicycle Riding - Unpaved Trails \* Outdoor Basketball \* Soccer or Rugby  
Horseback Riding \* Outdoor Swimming Pool Use
- ☐ VI Picnicking \* RV / Trailer Camping \* Football \* Baseball or Softball  
Outdoor Swimming Pool Use \* Nature Study \* Historical or Archeological Sites  
Outdoor Basketball \* Saltwater Beach Activities \* Soccer or Rugby
- ☐ VII RV / Trailer Camping \* Picnicking \* Baseball or Softball \* Outdoor Swimming Pool Use  
Nature Study \* Freshwater Boat Ramp Use \* Football \* Golf \* Horseback Riding  
Outdoor Basketball
- ☐ VIII Picnicking \* RV / Trailer Camping \* Baseball or Softball \* Football \* Outdoor  
Swimming Pool Use Saltwater Beach Activities \* Golf \* Outdoor Basketball \* Outdoor  
Tennis \* Soccer or Rugby
- ☐ IX Picnicking \* RV / Trailer Camping \* Saltwater Beach Activities \* Outdoor Swimming  
Pool Use Golf \* Football \* Nature Study \* Baseball or Softball \* Outdoor Tennis \*  
Historical or Archaeological Sites
- ☐ X Football \* Golf \* Baseball or Softball \* Outdoor Swimming Pool Use \* Picnicking \*  
Outdoor Tennis Saltwater Beach Activities \* Outdoor Basketball \* RV / Trailer Camping  
\* Soccer or Rugby

XI

Outdoor Swimming Pool Use \* Picnicking \* Football \* Baseball or Softball \* Saltwater Beach Activities \* Outdoor Tennis \* Golf \* Outdoor Basketball \* Saltwater Non-Boat Fishing \* RV / Trailer Camping



- B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant's population density as set forth in the study titled **"1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA"**. Use the table below to determine in which priority funding need ranking the project falls. **(Check ONLY one):**

☐ Highest Priority Funding Need (13 points)

☐ Second Highest Priority Funding Need (8 points)

Population Density 1 – Population Under 10,000	Rank 1 Rank 2	Construction Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1 Rank 2	Renovation Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1 Rank 2	Construction Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1 Rank 2	Construction Renovation
Population Density 5 – Population 100,000 and Over	Rank 1 Rank 2	Renovation Construction

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Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

## Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation	Construction			
	<u>Facility</u>	<u>Points</u>	<u>Facility</u>	<u>Points</u>	
1	Rest Rooms	6	Support Facilities	6	Cluster I
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	Cluster II
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	Cluster III
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	
12	Exercise Trails	3	Handball Courts	3	Cluster IV
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	Cluster V
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	Cluster VI
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999



TAYLOR COUNTY BOARD OF COMMISSIONERS		
County Commission Agenda Item		
SUBJECT/TITLE:	Stop Sign at Jimmy Archer and Joel Aman	
MEETING DATE REQUESTED:	June 18,2019	

**Statement of Issue :** Sheriff request a stop sign be added to Jimmy Archer At Joel Aman.

**Recommended Action :** Add one stop sign.

**Fiscal Impact** Less than 100.00 \$

**Submitted By:** Public Works

**Contact:** Hank

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**


**History, Facts & Issues:** States there is a blind spot when headed South on Joel Aman at Jimmy Archer intersection.

**Options:**

**Attachments:** Need boards approval to add

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

<b>SUBJECT/TITLE:</b> 	BOARD TO REVIEW PROPOSED PALMETTO RANCHES SUBDIVISION FINAL PLAT IN ACCORDANCE WITH SECTION 42-126, TAYLOR COUNTY CODE OF ORDINANCES.
<b>MEETING DATE REQUESTED:</b>	June 18, 2019

**Statement of Issue:** In accordance with Section 42-126, Taylor County Code of Ordinances (Taylor Code), the Board of County Commissioners shall review and approve the Final Plat of any proposed subdivision of land prior to any lot or parcel within the proposed subdivision being sold. Further, no development order shall be issued for a development for which an Owners' Association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

Consistent with this section, the Board of County Commissioners shall review and take action on the recommendation of the County Engineer and County Attorney.

**Recommended Action:** Staff recommends that since the Developer is requesting Final Plat approval prior to completing the associated improvements, the items provided do not justify approval at this time. However, the Board may choose to approve the Final Plat contingent upon the Developer:

- 1) Completing and providing an approvable Development Construction Improvement Agreement
- 2) Providing required Surety for the correct amount and bonding.
- 3) Revising the 4.30.2019 Construction Plans to address items as documented.

The Planning Director will issue a Preliminary Development Order upon receipt of the approved modifications. Palmetto Ranches Subdivision will receive a Final Development Order after Board approval of the Final Plat.

**Fiscal Impact:** FISCAL YR 2018/19 - ADDITIONAL STAFF REVIEW

**Budgeted Expense:** N/A

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### **History, Facts & Issues:**

The provisions of Section 42-126 and 42-857, Taylor Code, apply to all proposed developments in the county, including private road subdivisions.

Specifically, section 42-126 requires that the developer submit an original of the subdivision plat with two blue or black line copies and a title opinion from an attorney to the office of the planning director at least ten days prior to the meeting of the Board of County Commissioners at which the plat is to be considered. The County Engineer shall, within ten days of receipt, review one copy of the plat for completeness and conformity to this section, to the approved preliminary plat and to any conditions attached thereto. If the plat is found to be in compliance, the County Engineer shall sign the original in an appropriate space. Review of the plat by the Board shall be strictly limited to whether the plat conforms to the requirements of Chapter 177, F.S.

If the final plat is in compliance with the approved preliminary plat and meets and fulfills the conditions and requirements set forth in this section, the Chairman of the Board shall indicate such approval by signing in an appropriate space on the original plat after approval by the BOCC. If the final subdivision plat is disapproved, reasons for such disapproval shall be stated in the record of the BOCC. Such reasons for disapproval shall be given to the developer, in writing, along with the original plat.

Additionally, whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the County, a legal entity shall be created to be responsible for the ownership and maintenance of the facilities and/or improvements. An organization established for this purpose shall be created by covenants running with the land. Such covenants shall be included with the final plat for review and approval by the County Attorney before issuing a development order. Such organization shall also not be dissolved nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate them to the County.

Lastly, section 42-857 requires that all improvements associated with the subdivision of land, be completed by the Developer or guaranteed through bonding prior to receiving final plat approval.

#### Palmetto Ranches Subdivision – Final Plat

Palmetto Ranches Subdivision was submitted to the Planning Board and approved at the February 4, 2016, meeting as an 8-lot subdivision that adjoins Beach Road at its southeast corner. The 40-acre privately maintained subdivision is located within the Agriculture-Rural Residential Land Use Classification with no special flood hazard areas identified. The Taylor County Planning Department has reviewed the lot density and found it to meet the maximum allowable density of 1 unit per 5 acres. All lots will require on-site private potable water and sanitary sewer systems.

The Palmetto Ranches Final Plat was found to be in compliance with the approved Preliminary Plat and to also comply with Chapter 177, Florida Statutes. However, the Developer has not yet completed construction of the associated roadway and improvements nor has the Developer provided an approvable Development Construction Improvement Agreement and the associated financial surety.

#### Development Construction Improvement Agreement

Staff received a DCIA on June 10, 2019, that was not notarized and did not provide information pertaining to the completion date, estimated cost, surety information and warranty agreement. See attached. In separate correspondence also received on June 10, 2019, Staff also received letters from the Developer addressing a line of credit, the Surety amount, and project cost estimates.

The Developer appears to be proposing to offer a \$87,300 Bank of America Home Equity Line of Credit as the form of Surety for the development. Staff recommends that this product would not provide the BOCC monetary encumbrance nor assurance of completion and is just credit available to the Developer and not funds usable by the BOCC if necessary to complete the improvements. Furthermore, the project

cost information provided included two Contractor quotes for completing the improvements (\$115,150 & \$119,972.50). Using the lower cost proposal, the required Surety would be no less than 110% of the lower \$115,150 amount, or \$126,665.

#### Home Owner's Association

Article 42-156, Guarantees and Sureties, Section (f)(2), requires that whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the county, a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and/or improvements. Further, no development order shall be issued for a development for which an owners' association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

The Palmetto Ranches Subdivision will be a private road development maintained by a Home Owner's Association. The Developer provided the attached declaration of covenants and restrictions along with articles of incorporation. These were reviewed by the County Attorney and found to be acceptable. See attached November 28, 2017 Attorney review and HOA documents.

#### Conclusion

Based on our review of the attached documents, Staff recommends that the Development has not provided the items required under Section 42-126 to warrant approval at this time. However, the Board may choose to consider approving the proposed Final Plat of the Palmetto Ranches Subdivision contingent on the Developer:

- 1) Completing and providing an approvable Development Construction Improvement Agreement
- 2) Providing required Surety for the correct amount and bonding.
- 3) Revising the 4.30.2019 Construction Plans to address items as documented. (Note these are discussed in a separate Agenda Item)

The Planning Director will issue a Preliminary Development Order upon receipt of the approved noted items. Palmetto Ranches Subdivision will receive a Final Development Order after Board approval of the Final Plat.

#### **Options:**

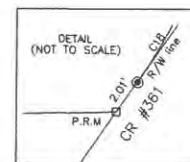
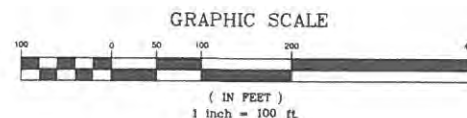
- 1) Approve the proposed Final Plat of Palmetto Ranches Subdivision conditioned upon receipt and approval of the noted missing items.
- 2) Deny approval of the Palmetto Ranches Subdivision Final Plat and state reasons for such denial.

#### **Attachments:**

Final Plat  
Development Construction Improvement Agreement  
County Attorney review of HOA Documents  
HOA Documents

# Palmetto Ranches

A Subdivision located in Section 3, Township 7 South, Range 7 East, Taylor County, Florida



DESCRIPTION: Official Records Book 346, Page 202

SE 1/4 of NW 1/4 of SECTION 3, TOWNSHIP 7 SOUTH, RANGE 7 EAST, LESS AND EXCEPT RIGHT-OF-WAY AND SUBJECT TO EASEMENT RECORDED IN O.R. 242, PAGE 277, PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA. SAID PARCEL CONTAINS 40 ACRES MORE OR LESS AND IS LOCATED IN TAYLOR COUNTY, FLORIDA.

DESCRIPTION: Product of Survey

A part of the Southeast One-Quarter of the Northwest One-Quarter of Section 3, Township 7 South, Range 7 East, Taylor County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Southeast One-Quarter of the Northwest One-Quarter of Section 3, and run thence North 88 degrees 08 minutes 51 seconds East, along the forty line, a distance of 1319.42 feet to the Northeast corner of said forty; thence South 01 degrees 00 minutes 15 seconds East, along the forty line, a distance of 1251.52 feet to the Western right of way line of County Road No. 361 (a.k.a. Beach Road); thence South 34 degrees 54 minutes 16 seconds West, along said right of way line, a distance of 124.11 feet to the South line of said forty; thence South 88 degrees 41 minutes 40 seconds West, along the forty line, a distance of 1271.94 feet to the Southwest corner of said forty; thence North 00 degrees 05 minutes 02 seconds East, along the forty line, a distance of 669.72 feet to the South line of a 60' easement; thence South 89 degrees 54 minutes 56 seconds East, along the South line of said easement, a distance of 279.08 feet to a point on the arc of a curve, concave to the east, having a radius of 60.00 feet, a central angle of 60 degrees 00 minutes 00 seconds, and an arc length of 82.84 feet; thence run along the arc of said curve through a chord bearing and distance of North 00 degrees 05 minutes 02 seconds East, 60.00 feet to the North line of said 60' easement; thence leaving said curve, North 89 degrees 54 minutes 56 seconds West, along the North line of said 60' easement, a distance of 279.08 feet to said West line of forty; thence North 00 degrees 05 minutes 02 seconds East, along the forty line, a distance of 669.72 feet to said Point of Beginning.

#### LEGEND:

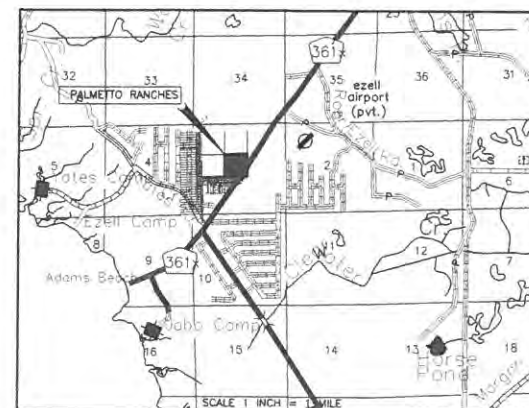
P.C.P. = PERMANENT CONTROL POINT  
P.R.M. = PERMANENT REFERENCE MARKER  
▲ = P.C.P. NAIL AND DISK SET  
● = MARKED "P.R.M. L.B. 7739"  
○ = P.R.M. SET 5/8" IRON ROD MARKED "L.B. 7739"  
□ = P.R.M. CONCRETE MONUMENT FOUND MARKED "R.L.S. 1324"  
● = SET 5/8" IRON ROD MARKED "L.B. 7739"  
(P) = PLAT  
(M) = MEASURED  
(D) = DEED CALL  
R/W = RIGHT OF WAY  
IDENT. = IDENTIFICATION  
C.U. = CROWN UTILITY POLE  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
P.U.E. = PUBLIC UTILITIES EASEMENT  
LB = LICENSED BUSINESS  
PSM = PROFESSIONAL SURVEYOR & MAPPER  
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH DIST
C1	47.08'	30.00'	89°34'49"	N79°31'40"E	42.39'
C2	49.95'	220.00'	13°00'39"	S48°49'36"E	49.85'
C3	11.22'	220.00'	4°20'09"	S39°55'42"E	11.22'
C4	44.79'	280.00'	9°09'53"	N42°16'05"W	44.74'
C5	178.50'	280.00'	36°11'31"	N55°06'49"W	175.49'
C6	31.99'	280.00'	6°32'23"	S88°36'44"W	31.94'
C7	21.69'	25.00'	49°46'47"	S83°04'34"E	21.00'
C8	38.20'	60.00'	36°28'36"	N58°28'30"W	37.56'
C9	26.86'	60.00'	73°12'09"	S86°41'07"W	27.55'
C10	60.84'	60.00'	60°00'00"	N00°00'00"E	60.00'
C11	49.01'	60.00'	46°47'31"	S53°18'33"E	47.66'
C12	65.83'	60.00'	62°32'26"	N71°50'43"E	62.59'
C13	21.69'	25.00'	49°46'47"	S83°04'39"W	21.00'
C14	165.30'	220.00'	43°03'54"	N68°23'01"W	161.49'
C15	35.19'	220.00'	9°09'53"	N42°16'05"W	35.16'
C16	21.92'	280.00'	4°20'09"	S39°55'42"E	21.92'
C17	61.58'	280.00'	13°00'39"	S48°49'36"E	61.45'
C18	49.15'	30.00'	89°36'29"	N67°13'35"W	43.86'

LINE	LENGTH	BEARING
L1	72.14'	S37°41'07"E
L2	29.64'	S46°51'04"E
L3	31.75'	N46°51'04"W
L4	77.14'	N37°41'07"W

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH DIST
C19	Arc Length: 187.91'	Radius: 250.00'	Delta: 43°03'54"		
C20	Arc Length: 39.94'	Radius: 250.00'	Delta: 9°09'53"		
C21	Arc Length: 19.57'	Radius: 250.00'	Delta: 4°20'09"		
C22	Arc Length: 56.77'	Radius: 250.00'	Delta: 13°00'39"		

#### LOCATION MAP



ABSTRACTOR'S CERTIFICATE:  
I hereby certify to the Taylor County Board of Commissioners, that VIRGINIA EZELL IRVING is the apparent record owner of the lands hereby plotted, there are no delinquent taxes on such lands and that the County of Taylor, State of Florida holds that record title to all access roads.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

For: \_\_\_\_\_

CLERK OF COURT CERTIFICATE:  
This is to certify that this Plat has been filed for record in Plat Book \_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of Taylor County, Florida.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Clerk of Court \_\_\_\_\_

Deputy Clerk \_\_\_\_\_

COUNTY'S ATTORNEY'S CERTIFICATE:  
Examined and approved, as to legal form and accuracy.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

County Attorney \_\_\_\_\_

COUNTY ENGINEER'S CERTIFICATE:  
Examined and approved.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Kenneth Dudley P.E. #58014

COUNTY COMMISSION APPROVAL:  
This is to certify that this plat conforms to all the requirements of the County of Taylor's ordinances and regulations and it has been examined and approved by the County Commission of Taylor County, Florida.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest Clerk of Court \_\_\_\_\_

Chairperson - Taylor County Board of Commissioners

SURVEYOR'S CERTIFICATE:  
This is to certify that the plat shown hereon is a true and correct representation of a survey made under my responsible direction and supervision and that said survey is accurate to the best of my knowledge and belief and that Permanent Reference Monuments have been placed as required by law and that the survey data complies with all requirements of Chapter 177 PART I, Florida Statutes as amended and Chapter 5J-17 Florida Administrative Code.

LAWRENCE D. ROWELL, F.R.C. # 3223 DATE:  
Professional Surveyor and Mapper  
Delta Professional Land Services, LLC  
PHONE (850)-584-2849

PROFESSIONAL SURVEYOR REVIEW  
This is to certify that I have reviewed this plat and that it meets Chapter 177 Part I Florida Statutes. As amended.

Robert N. Blue F.R.C. # 6264 DATE:

DEDICATION AND ADOPTION:  
Virginia Ezell Irving as owner does hereby certify that she is the owner of the lands herein plotted and as dedicatory does hereby dedicate to the "Palmetto Ranches Homeowners Association, Inc.," forever all streets, drainage easements and other public places shown on this plat and does hereby request that this plat be recorded in the Public Records of Taylor County, Florida.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Virginia E. Irving  
10675 4 HWY 105 S  
Banner Elk, NC 28604

Witness signed \_\_\_\_\_ Printed witness name \_\_\_\_\_

Witness signed \_\_\_\_\_ Printed witness name \_\_\_\_\_

ACKNOWLEDGMENT:  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
I hereby certify that on this day Virginia E. Irving personally appeared before me an officer duly authorized to administer oaths and take acknowledgment to me well known to be the persons herein described and who executed the foregoing dedication and adoption of their free and voluntary act and before me that they executed the same for the use and purposes therein expressed.

Notary:  
Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

TAYLOR COUNTY HEALTH DEPARTMENT:  
Water and Sewer system will be private on site. Each site will obtain a permit from the Taylor County Health Department. The Taylor County Health Department does not pre-approve Septic Systems.

Examined and approved by: \_\_\_\_\_

Approved by: \_\_\_\_\_ Taylor County Health Department

FLOOD HAZARD:  
Property lies in Flood Zones "X" according to the Flood Insurance Rate Map (FIRM) for Taylor County, Florida Community Panel Number 12123C0513 E, effective date: February 01, 2018.  
All Finished Floor Elevation shall be at least 2 feet above the lowest elevation on the lot.

"NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county."

All plotted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services.

A homeowners association, PALMETTO RANCHES HOMEOWNER'S ASSOCIATION, INC., as per covenants record the Official Records of Taylor County, Florida in O.R. \_\_\_\_\_ Page \_\_\_\_\_ has been created and is authorized to establish and collect assessments on a per lot basis to provide the funds necessary to maintain and upgrade the public improvements within the subdivision that are dedicated to the lot owners and for future maintenance. The boundaries of said subdivision is defined as the legal description of "PALMETTO RANCHES", as per the plat hereof. The developer will be responsible for maintenance of all required improvements within the subdivision for a period of 24 months.

The PALMETTO RANCHES HOMEOWNER'S ASSOCIATION, INC., shall operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with Suwannee River Water Management District ("District") Permit No. 230396-1 and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or storm water management system(s). Any change which directly or indirectly impact operation and maintenance of the surface water management system, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully-adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification following the filing of this plat.





**Development Construction Improvement Agreement**  
Final Development Approval Prior To Completing Construction Improvements

**Construction Agreement**

I Virginia E. Irving, as OWNER of  
(Name of developer) (Owner, Contractor, etc.)  
PALMETTO RANCHES SUBDIVISION, request final approval prior to acceptance and completion of  
(Name of development)  
the required construction improvements.

The PALMETTO RANCHES SUBDIVISION development includes construction and installation of the  
(Name of development)  
following improvements:

<b>Roadway/Lighting</b>	<b>Storm Drainage</b>	<b>Water/Sewer</b>	<b>Other</b>
<input checked="" type="checkbox"/> Graded Road(s)	<input checked="" type="checkbox"/> Storm Culverts	<input type="checkbox"/> Potable Water System	<input checked="" type="checkbox"/> Signage
<input type="checkbox"/> Paved Road(s)	<input type="checkbox"/> Retention Ponds	<input type="checkbox"/> Sanitary Sewer System	<input type="checkbox"/> Landscaping
<input type="checkbox"/> Street Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Check all that apply)

These improvements shall be constructed in accordance with the approved construction plans on file with the Engineering and Public Works Division. Additionally such improvements shall also be completed and ready for acceptance by the Board of County Commissioners on or before the earliest of \_\_\_\_\_, upon the development achieving 30 percent occupancy, or five years from the date of recording. The proposed construction timeline is attached to this agreement as Exhibit "A".

The cost for completing the above referenced improvements is estimated to be \$ \_\_\_\_\_ dollars based on [☐ an estimate prepared and provided by the applicant's engineer, ☐ an executed construction contract]. A copy of the construction cost estimate and schedule of values is attached as Exhibit "B".

As assurance that the required improvements will be completed satisfactorily and in a timely fashion, included as part of this agreement is a security deposit for \$ \_\_\_\_\_ dollars, (110 percent of the estimated construction cost). This security is provided in the form of:

☐ Cashier's check    ☐ Certified check    ☐ Developer/Lender/County agreement  
☐ Interest bearing certificate of deposit    ☒ Irrevocable Letter of Credit    ☐ Surety Bond

It shall be understood that this security deposit may be released periodically, but not more than two times during each year, subsequent to the completion, inspection and acceptance of improvements by the County.

In the event that \_\_\_\_\_ does not complete the required improvements,  
(Name of developer)  
or to cause them to be completed, according to the schedule identified as Exhibit "A" to this agreement, the County shall utilize the security provided to complete any remaining improvements.

### Warranty Agreement

Provided as a subpart to this agreement, \_\_\_\_\_ hereby agrees to warrant  
(Name of developer)  
all improvements for a period of not less than one year from the date of final acceptance by the County. As assurance that any defects in workmanship or materials will be replaced or repaired to the County's satisfaction and in a timely fashion, included as part of this agreement is a security deposit for \$ \_\_\_\_\_ dollars, (10 percent of the estimated construction cost). This security is provided in the form of:

☐ Cashier's check    ☐ Certified check    ☐ Developer/Lender/County agreement  
☐ Interest bearing certificate of deposit    ☐ Irrevocable letter of credit    ☐ Surety Bond

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Name of Development: Palmetto Ranches

Owner /Developer: Virginia E. Elving

STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me by \_\_\_\_\_, who ( ) is personally known to me, or who has produced \_\_\_\_\_ as identification, and who appeared before me at the time of notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

*Virginia E. Irving*  
*10675-4 NC HWY 105 S #403*  
*Banner Elk, NC 28604*

April 3, 2018

Smith and Smith Attorneys at Law  
Sally Roberts Atty  
411 Washington Street  
Perry, FL 32348

Dear Sally,

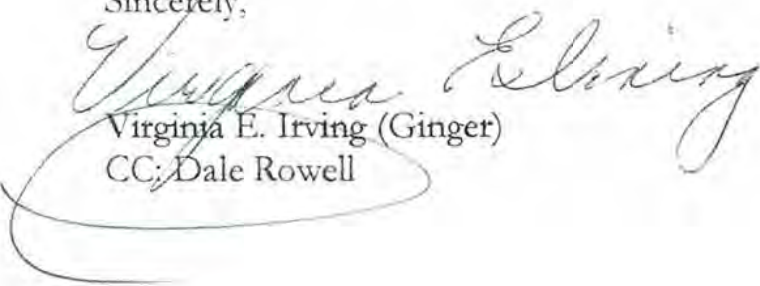
I think you will have all the information needed to construct a letter, since I am including all the information Dale needs to complete applications for the permits.

I think you should add a good copy of the Home Owners Association -my signed copy is very faint.

We need to make the decision makers understand that the requirement of an Irrevocable letter of Credit is no long used. The Bank of America googled it to find out what it was. They stated their builders use a line of credit with the bank. I forwarded two surveys to Dale and they were both in the \$115,000 range. He felt that it was way too much. I do not have documentation to state otherwise and I have no other contractors available to ask. Maybe he does. As I stated in my letter to Dale I do not want to get into lengthy ligation with this process if they do not accept the Line of Credit I have no other way of providing more. Due to the length of this process I am no longer willing to add money until I get some return.

Please let me know if you need any additional information or consultation. I should be available.

Sincerely,

  
Virginia E. Irving (Ginger)  
CC: Dale Rowell

*Virginia E. Irving*  
*10675-4 NC HWY 105 S #403*  
*Banner Elk, NC 28604*

April 3, 2018

Delta Professional Land Services, LLC  
Dale Rowell  
4510 May Pop Road  
Greensville, 31

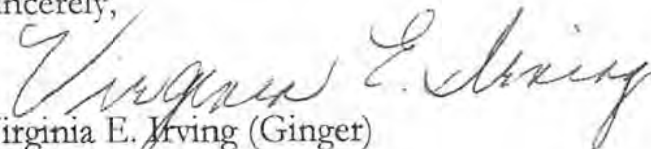
Dear Dale,

The information you have requested is attached. I have completed the Development Construction Improvement Agreement. I will also attach my line of credit documentation. Please explain Bank of America and other banks that I contacted no longer do the Irrevocable letter of Credit as it is no longer used. They all had to google it to find out what it was.

Palmetto Ranches is a private entity responsible for roads and property only having to respond to requirements of the Sewanee River Water Management District as it is stated in the Home Owners Association documents. My attorney will clarify this. I do not have to build roads until 3 lots are sold, so there will be enough funds to build roads. If they do not accept these terms I do not want to go into lengthy litigation to obtain the permits.

I appreciate your guidance and assistance through this process and know that had I been more available it would not have been such a lengthy process.

Sincerely,

  
Virginia E. Irving (Ginger)  
CC: Sally Roberts, Atty



# BANK OF AMERICA EQUITY MAXIMIZER AGREEMENT AND DISCLOSURE STATEMENT

Property Serving as Security (the "Property"): 425 THORNCLIFF DR, SEVEN DEVILS, WATAUGA, NORTH CAROLINA 28604

Borrower's Name and Address: VIRGINIA E IRVING, 10675-4 NC HWY 105S #403, BANNER ELK, NORTH CAROLINA 28604

Lender's Name and Address: Bank of America, NA, National Banking Association, 100 North Tryon Street, Charlotte, North Carolina 28255

Date: APRIL 4, 2018  
Loan Number: 68018006928393  
Maturity Date: APRIL 4, 2048  
Credit Limit: \$ 87,300.00

Annual Percentage Rate: 6.4200  
Margin: 1.6700  
Maximum Interest Rate: 24.0000  
Minimum Interest Rate: 1.99%

Draw Period: 120 Mos.  
Repayment Period: 240 Mos.  
Billing Cycle: MONTHLY

1. **Introduction.** This Bank of America Equity Maximizer Agreement and Disclosure Statement ("Agreement") governs your Home Equity Line of Credit Account (your "Credit Line" or "Account") with the lender named above ("Lender"). Your Account is a revolving credit arrangement in which we make loans to you by advancing funds ("Advances") at your direction, allowing you to repay those Advances and take additional Advances, subject to the terms of this Agreement. This Agreement will remain in full force and effect notwithstanding that the Account balance under the Agreement may occasionally be reduced to an amount equal to or less than zero.

In this Agreement, the terms "we," "us," "our" and "Bank" refer to the Lender or to any subsequent assignee or transferee. Except as noted below, the terms "you," "your," "yours" and "Borrower" refer to each person that signs this Agreement or has authority to use the Credit Line. Read this Agreement carefully so that you know how your Account works and keep a copy of this Agreement for your records.

2. **Borrower's Promise to Pay.** You promise to pay to Lender the total of all Advances plus FINANCE CHARGES, together with all fees and charges under the terms of this Agreement. You will pay your Account according to the terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

3. **Term.** The term of your Account will begin as of the date of this Agreement ("Opening Date") and will continue until all indebtedness under this Agreement, if not already paid pursuant to the payment provision below, will be due and payable upon maturity. The Draw Period of your Account will begin on the date after the Opening Date, when this Agreement is accepted by us in the State of North Carolina, following the perfection of the Security Instrument and the meeting of all of our other conditions and will continue for one hundred and twenty (120) months. You may obtain credit advances during the Draw Period. After the Draw Period ends, the Repayment Period will begin, and you will no longer be able to obtain credit advances. The length of the Repayment Period is two hundred and forty (240) months depending on the repayment schedule set forth below. You agree that we may renew or extend the period during which you may obtain credit advances or make payments.

4. **Credit Limit.** This Agreement covers a revolving line of credit for the principal amount of EIGHTY-SEVEN THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$ 87,300.00), which will be your Credit Limit under this Agreement. You may not request an Advance from your Account that would cause your outstanding balance of Advances to exceed your Credit Limit nor are we obligated to pay any Advance request that would cause your outstanding balance of Advances to exceed your Credit Limit. If we do make an Advance that causes your outstanding balance of Advances to exceed your Credit Limit, this will not constitute an increase in your Credit Limit. You agree to immediately repay the amount by which your outstanding balance of Advances exceeds your Credit Limit.

5. **Security.** All amounts due under the Account are secured by a mortgage, deed of trust, or security deed ("Security Instrument") on the Property identified on page one of this Agreement. Borrower agrees to pay all amounts due, and perform all covenants and obligations required of Borrower under the Security Instrument. If it becomes necessary for us to advance funds to you above the Credit Limit to protect our security interest, including, but not limited to, Property Expenses, those amounts in excess of the Credit Limit will be owed by you and will be secured by the Security Instrument unless applicable law prohibits the same. The Security Instrument and this Agreement are related documents and a default under either document will be treated as a default under both documents. To the extent permitted by applicable law, the life of the Security Instrument will continue and will have the same priority if, with your consent, we renew, extend, amend, modify or substitute this Agreement. In such event, you agree to execute any additional documents necessary to achieve the action being taken.

6. **Terms and Definitions.** The following terms are defined as set forth in this Section. Other terms are defined elsewhere in this Agreement.

- A. "Billing Cycle" is an interval of time that occurs regularly during the term of this Agreement and is used to determine the FINANCE CHARGES and other fees, charges, and credit insurance premiums that are due on your Account. The number of days in each Billing Cycle may vary from time to time. A Billing Cycle occurs regardless of whether there is a balance or any activity on your Account. Your Billing Cycle is stated on page 1 of this Agreement.
- B. "Billing Statement" is a statement that we will furnish to you periodically that provides important information regarding your Account activity.
- C. "Credit Limit" is the maximum aggregate amount of principal that we will extend to you under this Agreement. Your Credit Limit may change under certain circumstances. Your Credit Limit is stated on page 1.
- D. "Draw Period" is the period of time during which you may request Advances from your Account. The Draw Period is stated on page 1.
- E. "Maturity Date" is the date on which the entire Account balance under this Agreement is due. The Maturity Date of your Account is stated on page 1.
- F. "Maximum Interest Rate" is the rate disclosed as such on the first page of this Agreement.
- G. "Minimum Interest Rate" is the rate disclosed as such on the first page of this Agreement.

VIRGINIA E IRVING/995180601827021

BANK OF AMERICA EQUITY MAXIMIZER AGREEMENT AND DISCLOSURE STATEMENT  
AGR16.BOA 03/07/18 © 2016 DOCMAGIC, INC.

Page 1 of 10

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www.docmagic.com







Florida Certified Utility Contractor  
Florida Certified Building Contractor  
Florida Certified Minority Business Enterprise  
4010 Clan Davis Road Perry, FL 32347 Phone: 850-584-4324 Fax: 850-223-2387  
Mine: 131 South West Rockpit Road Mayo, FL 32066 Phone: 386-294-2599

**Blue Rok, Incorporated** *Mining and Construction*

June 20, 2017

Virginia Ezell Irving

Re: Palmetto Ranches Subdivision

## Quote

Quote for Site Development work at the above referenced location in Taylor County, Florida. Quote per revised drawings received via email on June 15, 2017.

Quote Includes:

1. Mobilization
2. Layout
3. Testing
4. Earthwork
5. Erosion Control
6. Storm System Complete
7. 8" Limerock Roadway
8. Grassing

**Total Quote** **\$ 115,150.00**

ALTERNATE:

To add 1.5" asphalt paving	ADD	\$ 44,000.00
----------------------------	-----	--------------

Thank you,  
Donald Blue, Vice-President  
Blue Rok, Inc.

1400 Howard St. E.  
Live Oak, FL 32064  
386-362-5580



## Proposal

Date: 6/28/17  
Proposal #: 053302  
P.O. No.

### BILL TO:

Palmetto Ranches  
Virginia I Irving  
Keaton Beach Road  
Perry FL

### LOCATION:

Palmetto Ranches  
Virginia I Irving  
Keaton Beach Road  
Perry, FL

### JOB:

Service	Qty	Unit	Description	Total
Mobilization	1		Mobilization	1,365.00
SERVICES-SITE WORK	1		<p>I have reviewed the plans and visited the site to prepare this pricing. The site is cleared pretty well, but will still require some grubbing to remove leftover tree and root debris. There is also one pile left on site near the cul-de-sac that we have included the burning of in our price.</p> <p>*Proposal includes the following:</p> <ul style="list-style-type: none"><li>*Construction surveying</li><li>*Grubbing/root raking within the 60' easement and burning the debris on site</li><li>*Performing the necessary earthwork to establish the road section and ditches to the grades, slopes, and profiles as designed</li><li>*The construction of the roadway per the typical section which includes, 12" sub base under an 8" limerock base. Also we will construct the shoulders as designed to achieve an LBR 30</li><li>*Grading of the ditches to the depths and slopes as drawn</li><li>*Installation of the RCP culverts throughout</li><li>*Sodding along the driveways and around all mitered end sections of the culverts</li><li>*Seeding and mulching of the entire ROW</li><li>*Install of 3 end of road markers at the cul-de-sac and 1 stop sign at Beach Rd</li><li>*Maintenance of Traffic/Construction signage as required</li><li>*Silt Fence if necessary to mitigate any silt leaving the site</li><li>*Material and compaction testing on soils, sub-base, and limerock base</li><li>*As-built of roadway and storm drainage elements upon completion</li></ul> <p>Notes/Exclusions:</p> <ul style="list-style-type: none"><li>*We have assumed that the plans were prepared AFTER the clearing was done, and reflect current elevations.</li><li>Our cut and fill amounts are based on this assumption. If this is not</li></ul>	118,607.50

Thank you for the opportunity to quote your project.

Total:

**Payment for  
Services will be  
Due Immediately  
Upon Completion**

Accepted by: \_\_\_\_\_

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



1400 Howard St. E.  
Live Oak, FL 32064  
386-362-5580



## Proposal

Date: 6/28/17  
Proposal #: 053302  
P.O. No.

### BILL TO:

Palmetto Ranches  
Virginia I Irving  
Keaton Beach Road  
Perry FL

### LOCATION:

Palmetto Ranches  
Virginia I Irving  
Keaton Beach Road  
Perry, FL

### JOB:

Service	Qty	Unit	Description	Total
			<p>correct and it becomes clear that we will need to haul in additional fill dirt to establish the designed grades, then we would need to negotiate additional compensation for this or otherwise workout the grades to eliminate the extra import.</p> <p>*On the opposite side of that, if it turns out that there is dirt left over once we have established the project as designed, than we would leave any additional dirt on site in a location agreeable to the owner. *Additionally we have assumed that all dirt we cut out of the ditches and in the roadway area will be suitable for use to construct the road profiles as designed. If unsuitable soils (clay/muck/etc) are encountered under the roadway and are required to be removed, then additional compensation will be needed. We don't anticipate this being an issue since it seems pretty likely that everything is good sand on this site. *We plan to burn the remaining tree pile along with any additional root/tree debris we remove, on-site. *Sod is only included along the driveway edges and accompanying culvert mitered end sections. There is no sod strip shown along the limerock road edge on the plans. The remaining areas will be seed and mulched. *No permit costs or applications are included in our bid with the exception that we will provide the NPDES permit if one is required.</p> <p>Please review our submission , and let me know if youhave any questions or need any claifications.</p>	

Thank you for the opportunity to quote your project.

Total:

**Payment for  
Services will be  
Due Immediately  
Upon Completion**

Accepted by: \_\_\_\_\_

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

**ADVANTA  
ASPHALT**  
advantaasphalt.com

Date: 6/28/17  
Proposal #: 053302  
P.O. No.

Palmetto Ranches  
Virginia I Irving  
Keaton Beach Road  
Perry FL

**Palmetto Ranches  
Virginia I Irving  
Keaton Beach Road  
Perry, FL**

Service	Qty	Unit	Description	Total
			non taxable	0.00

Total: \$119972.50

**Payment for  
Services will be  
Due Immediately  
Upon Completion**

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

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

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

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

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

November 28, 2017

VIA E-MAIL

Mr. Kenneth Dudley  
County Engineer  
201 East Green Street  
Perry, Florida 32347

Re: Palmetto Ranches Subdivision

Dear Kenneth:

Pursuant to our telephone conversation of 11/28/17, I make the following comments:

1. With regard to the Plat – Section 42-126 (h) of the Taylor county Code provides, "All contiguous properties shall be identified by subdivision title, plat book and page number, or if unplatted, shall be so designated by numbers." The subject plat does not identify the continuous subdivision by plat book and page number.
2. Also, you asked me about the By-Laws, the Articles of Incorporation and the Declaration of Covenants and Restrictions for Palmetto Ranches Homeowners Association, Inc., I really have no problem with those.

If you have a question about this, please give me a call.

Thank you and Happy Holidays.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

cc: Hon. Annie Mae Murphy (via e-mail)  
Mr. Ted Lakey (via e-mail)  
Ms. Lawanda Pemberton (via e-mail)



**DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
PALMETTO RANCHES HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION is made and fully executed the 14th day of June, 2017, by PALMETTO RANCHES HOMEOWNERS' ASSOCIATION, INC., the owner of the following described lots and parcels of land lying and being situate in the County of Taylor and State of Florida, to-wit:

PROPERTY AS DESCRIBED IN SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF. Also known as the "Palmetto Ranches" Subdivision as Recorded in the Public Records of Taylor County, Florida.

**ARTICLE I  
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. Association. Association shall mean and refer to the Palmetto Ranches Homeowners' Association, Inc., a Florida corporation not for profit, the Articles of Incorporation and Bylaws of which are attached hereto and made a part hereof as Exhibits "C" and "D" respectively. This is the Declaration of Covenants for Palmetto Ranches Homeowners' Association, Inc. to which the Articles of Incorporation and Bylaws of the Association make reference.

B. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws shall mean those of Palmetto Ranches Homeowners' Association, Inc., a Florida not for profit corporation.

C. The Board. The Board shall mean the Board of Trustees of Palmetto Ranches Homeowners' Association, Inc., a Florida not for profit corporation.

D. Developer. The Developer shall mean VIRGINIA E. IRVING, her successors, heirs and assigns.

E. Lot. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, and identified by lot and block description. It shall also include any lot sold by metes and bounds description before the plat is recorded. It is understood that any lot conveyed prior to the recording of the plat shall be subordinate to the plat when it is recorded and the grantee of such lot shall be deemed to have joined in the dedication of the plat as if it had been signed by him/her/them.

F. Owner. The record fee simple title holder of any Lot, or fraction thereof, whether the title holder be one or more persons or entities. Provided always, that when more than one person or entity is the owner of a Lot, as defined herein, all such persons or entities shall be entitled collectively to only one vote per Lot for all purposes in connection with this Declaration or in the management of the affairs of the Association.

G. Common Areas. Common areas shall mean and refer to any un-subdivided area and the easement for the road right-of-way that is described in the legal description labeled Exhibit "A" that is attached hereto and made a part hereof.

H. Declaration. Declaration shall mean this Declaration of Covenants and Restrictions including any amendments as from time to time shall be made hereto.

I. Improvements. Improvements shall be deemed to consist of such common area and road right of way improvements with related drainage ditches and culverts that shall exist on the Common Areas as of the date of this Declaration of that shall be constructed and conveyed to the Association by the Developer subsequent to the date of this Declaration.

## ARTICLE II. PROPERTY RIGHTS AND COMMON AREAS.

Section 1. Management Easement. The Association shall have an easement for access to all acreage for reasonable ingress and egress for maintenance.

Section 2. Owner's Use of Easement. Each owner is granted, except as otherwise limited herein, a non-exclusive perpetual easement and right of use to all the Common Areas. Every Owner shall have a right and easement of enjoyment in and to and use of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

A. The right of the Association which is created hereby, to dedicated or transfer title to all or any part of the Common Areas to Taylor County, or to any public authority, utility, municipal corporation, or political subdivision of the State of Florida, then having jurisdiction.

B. All provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association.

C. Any rules and regulations governing the use and enjoyment of the Common Areas that may be adopted by the Association;

D. The right of the Association to levy assessments for maintenance costs and insurance premiums;

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property. All of the above mentioned must strictly comply with the Covenants and to the rules and regulations of Palmetto Ranches Homeowners' Association.

Section 4. Title to Common Areas. Title to the common areas and road right of way within the common areas shall be held in the name of Palmetto Ranches Homeowners' Association, Inc.

Section 5. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to and use of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions herein.

Section 6. Liability for Damages. Each owner shall be personally liable for any and all damage caused by his or her acts or negligence to the improvements to the Common Areas, and shall



also be liable for any such damage done by the Owner's lessees, guests, and invitees; and, to the extent that such damage is not covered by insurance proceeds, such Owner shall be assessed for the costs of repairs of such damages, which shall be collectible and enforceable as in the case of other assessments levied by the Association.

Section 7. Maintenance. The Common Areas shall not be obstructed, littered or misused in any manner.

Section 8. Reservation of Easement. The Developer, for herself and for her successors, beneficiaries, heirs, and assigns, does hereby reserve a perpetual, unrestricted and non-exclusive easement over, under and across all easements for road and utility rights-of-way now or hereafter owned by the Association.

Section 9. Additional Property, Common Areas and Improvements. The Developer, and her successors, beneficiaries, heirs, or assigns, from the date hereof until January 1, 2023, with the consent of the Association, which said consent shall not be unreasonably withheld, does hereby reserve the right to dedicate and include additional property, improvements, and common areas, to the Association, which said additional property, improvements and common areas shall after dedication be subject to this Declaration in every respect. Provided always, that no additional roadway easement(s) shall be dedicated without the same having been improved by Developer or their successors, beneficiaries, heirs, and assigns, at Developer's expense, to the extent of the original roadway improvements.

Section 10. Developer May Withdraw Property. The Developer, and her successors, beneficiaries, heirs and assigns, from the date hereof until January 1, 2023, does hereby reserve the right to withdraw any of the improved common areas or easement road right-of-way described in Exhibit "A" attached hereto and any of the real property described in Exhibit "B" attached hereto from the Association, unless the improved easement road right of way affects owners of any acres as described herein. Provided always that in the event the withdrawal of the improved common area or easement road right of way affects the owner of any Lot as described herein then, as a condition precedent to any such withdrawal, the Developer, or their successors or assigns, as the case may be, shall at Developer's expense, first improve any such withdrawn common area or road right-of-way to the standards then required by Taylor County or other governmental entity then having jurisdiction and dedicate the withdrawn right-of-way as a public road.

Section 11. Dedication of Roadway and Gated Entry. On the happening of either of the following events, whichever occurs earlier, ownership of the Roadway though the Development shall be conveyed from Developer, her successors, beneficiaries, heirs and assigns, to the Association, upon which time, the gated entry maintained by Developer shall also be dedicated and Developer's responsibility of maintenance released;

- 1) when the total of three (3) Lots have been sold or
- 2) January 1, 2023.

### **ARTICLE III.** **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. Classes of Voting Membership. The Association shall have two classes of voting membership that are hereby defined as follows:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer or her successors, beneficiaries, heirs, and assigns, and shall be entitled to three votes per Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- 1) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership;
- 2) January 1, 2023.

#### **ARTICLE IV .** **PROMULGATION OF RULES**

Promulgation of Rules. The Association shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the Common Areas, which rules and regulations shall be adopted in accordance with the Articles of Incorporation and the Bylaws of the Association and when so adopted shall become a part of this Declaration to the same extent as if originally contained herein. Provided always, that no such rule or regulation shall be deemed effective until a notice thereof is filed and recorded in the Public Records of Taylor County, Florida; and, that no such rule or regulation shall affect the voting rights as stated herein in any manner.

#### **ARTICLE V.** **COVENANTS FOR MAINTENANCE ASSESSMENTS.**

Section 1. Creation of the Lien and Personal Obligation of the Easement. Each owner of any Lot, by his or her execution of this Declaration, and all entities who shall hereafter claim by, through and under such Owners, including any purchaser at a judicial sale and those who inure to title as a result of law, fine or forfeiture, by acceptance or ownership rights to such Lot shall hereafter be deemed to covenant and agree to pay to the Association:

- A. Any special assessments or major repairs.
- B. General annual maintenance assessments which are fixed, established and collected from time to time as hereinafter provided.

Each owner of a Lot, by acceptance of a deed for such Lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions.

All such special and annual assessments together with interest thereof from due date at the highest rate allowed by law on the due date and any costs of collection thereof, including attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against each such



assessment made. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or otherwise.

The Association shall levy a special assessments for the purpose of defraying in whole or in part the costs of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the permit issued by the District. Such special assessments shall be levied by the Board of Trustees of the Association with or without approval of the membership of the Association. Special assessments shall be due and payable within 30 days of the assessment being levied. Any assessment not paid within 30 days of its due date shall be delinquent and shall bear interest from the due date at 18% until paid in full, and the Association shall have the right to file a lien in the public records of Taylor County, Florida to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

Section 2. Purpose of Assessment. The Assessments levied by the Association shall be impressed on a per Lot basis and used exclusively for the purposes of maintenance and further road and surface drainage improvements of the Common Areas, and insuring the Common Areas for public liability, and for no other purpose.

Section 3. Annual Assessment. The annual assessment shall be determined on a yearly basis by the Board of Trustees of the Association. The assessments shall be payable annually, in advance, and in accordance with the projected financial needs of the Association, which shall be reported to the Owners in writing at least 30 days prior to each annual meeting.

Section 4. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of assessment against each Lot and shall prepare a roster of the properties and assessments which shall be kept at the office of the Association or such other place convenient to the Owners and any other party for their inspection at reasonable times. Written notice of the assessments shall be sent to every Owner within a reasonable time after such assessments have been determined.

Section 5. Effect of Non-Payment of Assessments – The Lien and Remedies of the Association. If the assessments are not paid on the date when they are due then they become delinquent and such assessments shall become a continuing lien on all of the owner's real property subject to such assessments. Such lien shall be binding upon the then owner and his or her beneficiaries, heirs, successors and assigns. If the assessment is not paid by the delinquency date, the assessment shall bear interest at the highest rate then allowed by law, and the Association shall have the right to foreclose its lien against the property in a manner similar to the foreclosure of a mortgage on real property, in which event, the owner of the Lot shall be liable for all Court costs and reasonable attorney's fees. The lien of the assessments shall be subordinate to liens of any mortgages of record prior to the date of the recording of the notice of lien. No sale or transfer shall relieve any Lot for liability for any assessment.

## ARTICLE VI RESTRICTIVE COVENANTS.

WHEREAS, the said owner desires that all of the said above described property be subject to certain restrictions for the mutual benefit and protection of the said owners and other persons,



both natural and corporate, who may hereafter purchase or acquire any interest in said property, or any portion thereof;

NOW THEREFORE, in consideration of the premises, the undersigned owner does hereby declare said properties to be subject to the following covenants containing restrictions, reservations, and conditions which are to be binding upon said owners and upon each and every person or corporation, or both, who or which shall hereinafter become the owner of any said property, their heirs, successors and assigns, to-wit:

Section 1. No trailer, tent or mobile home shall be erected in the Lot, temporarily or permanently, except that an RV may remain on a lot for no more than one (1) year for the sole purpose of providing a temporary dwelling during construction of a primary residence on said lot. No more than one main family dwelling may be erected on each lot. No house trailers shall be permitted. Modular homes may be permitted provided they were built after January 1, 2016 as reflected in the Manufacturer's Statement of Origin (MSO).

Section 2. No outbuilding shall be used as a residence, temporarily or permanently. Any outbuildings shall be constructed in a manner as to conform with the architectural style of the residence and must be hidden from view from the main road, Palmetto Ranch Road.

Section 3. No dwelling shall be erected nearer than fifty (50) feet to the front lot line, nor nearer than thirty-five (35) feet to any interior lot line. *REAR LOT LINE SETBACK?*

Section 4. No garage shall be erected on any lot prior to the construction of a dwelling. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be of the same kind of materials as the construction of the dwelling, same shall be substantial, and shall conform architecturally with the dwelling. Except that a shelter for boat storage is allowable prior to construction of a dwelling, however any such storage building shall be placed in the back half of the lot, away from the main road, Palmetto Ranch Road.

Section 5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be erected thereon for any type of commercial purposes or which may be or become an annoyance or nuisance to the neighborhood. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet, advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period.

Section 6. No swine are allowed to be kept for any reason, whether personal, commercial, as pets or otherwise. Other animals must be hidden from view of the main road, Palmetto Ranch Rd. Cows and horses are allowed, however, if cows and horses are kept on a lot, the perimeter of the lot shall be properly fenced off.

Section 7. The owners of all lots shall keep their respective lots cleaned up and cleared of accumulative growth and rubbish. All areas where water is stagnant will be kept as clean as is possible feasible so as not to breed mosquitos or other insects that are hazardous to health and well being.

Section 8. All plumbing fixtures, plumbing and septic tanks must conform to the rules of the State Board of Health. No privies or outside toilets will be permitted.

Section 9. No lot owner can subdivide his lot and sell a portion of the lot to another party.

Section 10. The covenants contained herein are to run with the land and shall be binding on all persons claiming under them for a period of fifty (50) years from the date this instrument is recorded, after which such time said covenants may be extended for successive periods of ten (10) years, by a majority vote of the record owners of the lots..

Section 11. The above-named owner may include in any Lot or deed hereafter made any additional restrictive covenants. The owner may, in its sole discretion, modify, amend or add to the protective covenants applicable to the above-described property, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the said above-described property nor shall affect the rights and powers of any such mortgages.

#### ARTICLE VII INSURANCE

The Association shall procure and pay for public liability insurance and such other insurance as it deems advisable. The Association shall procure public liability in such sum as the Board of Trustees shall determine. Any sum of money collected by the Association from insurance proceeds shall be used in such a manner as the Board of Trustees shall determine.

#### ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenant of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot. The covenants may be amended by a majority vote of the Lots. Provided, however, that so long as the Developer, their successors and assigns owns any Lot as described herein, it reserves the right to amend these covenants at any time without notice and such amendment shall become effective immediately upon filing and recording of any notice of such amendment in the public records of Taylor County, Florida. No amendment shall be deemed effective until a notice thereof is filed and recorded in the public records of Taylor County, Florida; and, that no amendment shall affect the voting rights and classes of voting membership as stated herein in any manner.

Section 2. Notices. Any notice required to be sent to any member or owner of a Lot shall be deemed to have been delivered when mailed, postage paid, with return address noted, to the last known mailing address of that person whose name appears as a member or owner on the records of the Association at the time of such mailing; or, when personally delivered by an officer or trustee of the Association to the owner.

Section 3. Invalidation. Invalidation of any one of these covenants contained herein by order of any Court shall in no way affect any of the other provisions or restrictions contained herein.

Section 4. Breach. In the event of any violation or attempted violation of these covenants and restrictions, the violation, upon written notice from the Board of Trustees of the Association, shall promptly be removed or abated. The individual owners, and each of them, and/or

the Association shall have the right to sue for damages and to enforce these restrictions, which said remedies shall be cumulative. In the event the Association or any owner takes legal action for the purpose of obtaining damages and/or the removal of such violation, or attempted violation, it or he shall be entitled to also recover all Court costs and a reasonable attorney's fee to be determined by the Court for their attorney.

Section 5. Effective Date. This Declaration shall become effective upon the recordation of this Declaration in the public records of Taylor County, Florida.

IN WITNESS WHEREOF, the said Palmetto Ranches Homeowners' Association, Inc. has caused these presents to be signed in its name by VIRGINIA E. IRVING, its President and Developer, this 14th day of June, 2017.

**PALMETTO RANCHES  
ASSOCIATION, INC.**

Sue-ellen weaver  
Witness  
Print Name: Sue-ellen weaver

Virginia E. Irving  
VIRGINIA E. IRVING

Angela T. Murphy  
Witness  
Print Name: Angela T. Murphy

STATE OF FLORIDA  
COUNTY OF TAYLOR

The Foregoing instrument was acknowledged before me this 14th day of June, 2017 by VIRGINIA E. IRVING who is ☒ personally known by me or ☐ has produced \_\_\_\_\_ as identification, on behalf of Palmetto Ranches Homeowners' Association, Inc.



**SALLY ROBERTS**  
Notary Public, State of Florida  
My Comm. Expires July 28, 2020  
Commission No. GG16373

Sally Roberts  
Notary Public  
**Sally Roberts**

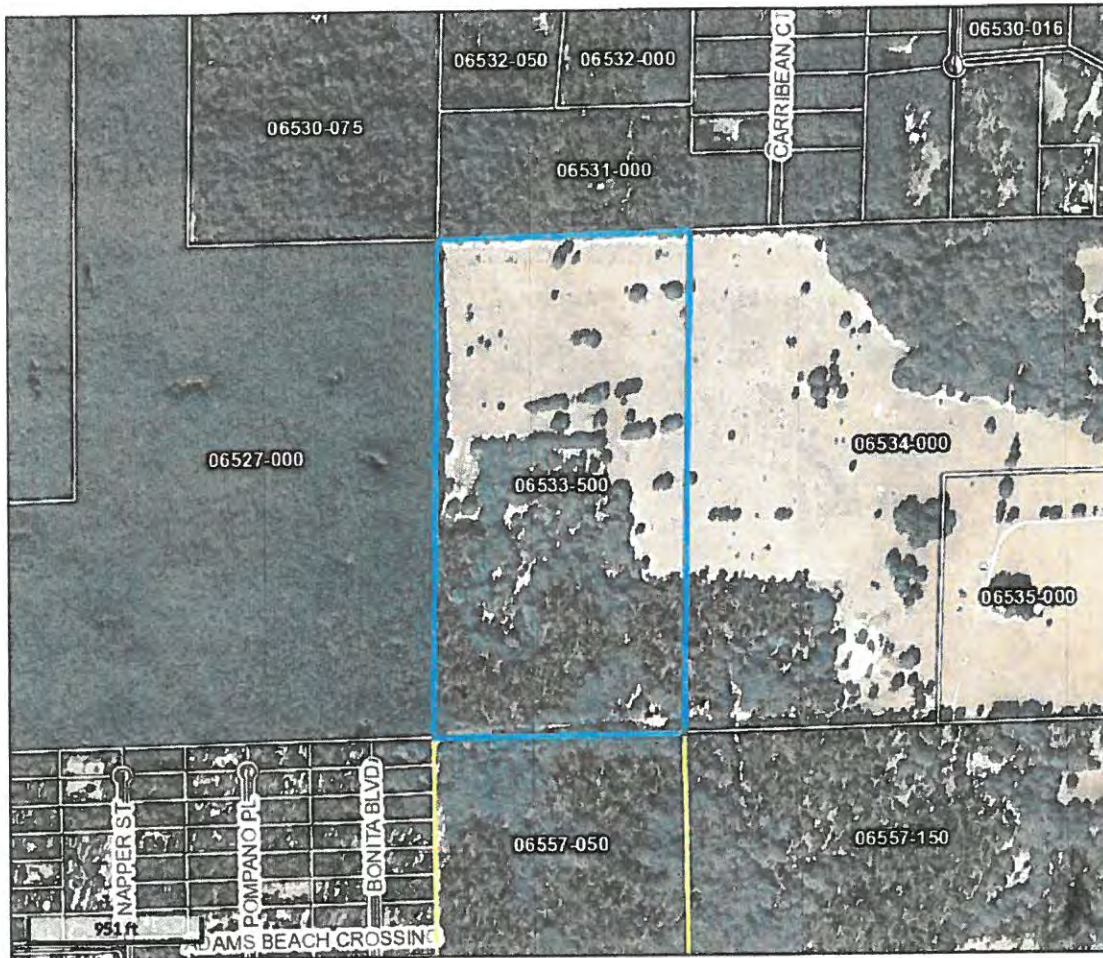




EXHIBIT "B" to  
Declaration of Covenants and Restrictions  
Palmetto Ranches HOA



Taylor County, FL



Overview



Legend

- Parcels
- Parcel Numbers
- Highway
- City Streets
- Graded
- Roads
- Tram
- State Outlines


Parcel ID 06533-500  
Sec/Twp/Rng 34-06-07  
Property Address Unassigned Location RE  
CO

Alternate ID n/a  
Class Vacant  
Acreage 80

Owner Address IRVING VIRGINIA EZELL  
10675 4 HWY 105 S  
BANNER ELK NC 28604

District CO  
Brief Tax Description LEG 0080.00 ACRES - W 1/2 OF SW 1/4 - OR 346-203-  
(Note: Not to be used on legal documents)

Date created: 6/16/2017  
Last Data Uploaded: 6/15/2017 10:45:59 PM

 Developed by  
The Schneider Corporation

Wrong Parcel ??



Exhibit "C" to  
Declaration of Covenants and Restrictions for  
Palmetto Ranches Homeowners' Association, Inc.

**ARTICLES OF INCORPORATION**  
**of**  
**PALMETTO RANCHES HOMEOWNERS' ASSOCIATION, INC.**

The undersigned subscriber to these Articles of Incorporation, being a natural person to contract, hereby forms a corporation under the laws of the State of Florida.

**ARTICLE I. NAME**

The name of this corporation is: **PALMETTO RANCHES HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE II. STATEMENT OF CORPORATE NATURE**

This is a non-profit corporation organized solely for general non-profit purposes pursuant to the Florida Not for Profit Corporate Act.

**ARTICLE III. PURPOSE**

The purpose for which the corporation is organized is to own common areas in **PALMETTO RANCHES HOMEOWNERS' ASSOCIATION, INC.**, and administer and enforce covenants and restrictions on individual homeowners as a part of a homeowners association.

**ARTICLE IV. DEDICATION OF ASSETS**

The property of this corporation is irrevocably dedicated to the purposes set forth in Article III, and no part of the net income or assets of this corporation shall inure to the benefit of any trustee, officer or member thereof, or to the benefit of any private individual whatsoever.

**ARTICLE V. MEMBERSHIP**

The corporation shall have a membership distinct from the board of trustees. Any person sui juris owning an interest in the real property situate in Taylor County, Florida that is contiguous to the right of way of the road described in the legal description attached hereto as Exhibit "A" (hereinafter referred to as "the property").

Each of the Lots described above shall exercise voting rights in the management and affairs of the corporation as provided in the Bylaws and/or Declaration of Covenants and Restrictions.

**PRINCIPAL ADDRESS**

The initial address of the principal place of business of this corporation in the State of Florida is: 515 West Green St., Perry, Florida, 32347. The Board of Directors may from time to time move the principal place

Exhibit "C" to  
Declaration of Covenants and Restrictions for  
Palmetto Ranches Homeowners' Association, Inc.

of business to any other address in Florida.

**ARTICLE VI. LOCATION OF REGISTERED OFFICE  
AND NAME AND ACCEPTANCE OF INITIAL REGISTERED AGENT**

The street address of the initial registered office of this corporation is 411 N. Washington St., Perry, Florida, 32347.

The name of the initial registered agent is:

Sally Roberts  
Of Smith and Associates Attorneys at Law, P.A.  
411 N. Washington St.  
Perry, Florida 32347

**ACCEPTANCE**

HAVING BEEN NAMED to accept service of process for PALMETTO RANCHES HOMEOWNERS' ASSOCIATION, INC., at the place designated above, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 48.091 of the Florida Statutes.

  
Sally Roberts  
REGISTERED AGENT

**ARTICLE VII. INITIAL TRUSTEE**

There shall be three initial Trustees constitution the initial Board of Trustees.

The name and address of each person who is to serve as an initial director, manager, or trustee is:

Virginia E. Irving  
515 West Green St.  
Perry, Florida 32347

June Evans  
515 West Green St.  
Perry, Florida 32347

Sandra Allen  
P.O. Box 933  
Perry, Florida 32348

## **ARTICLE VIII. INCORPORATORS**

The name and post office address of the incorporator signing this Article of Incorporation is:

Virginia E. Irving  
515 West Green St.  
Perry, Florida 32347

## **ARTICLE IX. MANAGEMENT OF CORPORATE AFFAIRS**

A. BOARD OF TRUSTEES: The powers of this corporation shall be exercised, its properties controlled and its affairs conducted by a board of trustees. The number of trustees of the corporation shall be 3 initially; provided, however, that such number may be changed by a by-law adopted by the members.

The trustees named in Article VII shall hold office until the first annual meeting of members, to be held on the Last Monday in November, 2017 at 5 p.m. at 515 West Green St., Perry, Florida, 32347 at which time an election of trustees shall be held to determine who shall then serve until the time of the next annual meeting. Trustees elected at the first annual meeting and all times thereafter shall serve for a term of one as described in the By-Laws of the Corporation. Annual meetings shall be held on the Last Monday in November, 2017 at 5 p.m. at 515 West Green St., Perry, Florida, 32347 or at which place and time as the Board of Trustees may designate from time to time by resolution.

B. CORPORATE OFFICERS: The Board of Trustees shall annually elect a President and a Secretary and a Treasurer, and such officers as the bylaws of the corporation may authorize the trustees to elect from time to time. Such officers shall be initially elected at the organization meeting of the Board of Trustees. Until such election is held, the following persons shall serve as corporate officers:

Virginia E. Irving  
515 West Green St.  
Perry, Florida 32347

President

June Evans  
515 West Green St.  
Perry, Florida 32347

Vice President/Secretary

Sandra Allen  
P.O. Box 933  
Perry, Florida 32348

Treasurer

C. PERMITTING: The Suwannee River Water management District, may, as a limiting condition of any permit issued, require that the surface water management system (the system) be inspected

at least once annually for the thirist three (3) years of operation and every third year thereafter to ascertain that the system is being operated and maintained in a manner consistent with the permit issued by the Suwannee River Water Management District. The inspector shall furnish the report to the Suwannee River Water Management District within thirty (30) days of the inspection.

#### **ARTICLE X. DISTRIBUTION OF ASSETS**

Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation, shall be distributed to Taylor County, Florida or to any public authority, utility, municipal; corporation, or political subdivisions of the State of Florida, or to any other entity which has established its tax exempt status under the Internal revenue Code of 1954, as amended, or corresponding provisions of any subsequent Federal Tax Laws.

Before any assets of the corporation are distributed the dedication must be authorized by the Suwannee River Water Management District through modification of any permits or authorizations issued by the Suwannee River Water Management District.

Before the developer may relinquish control of the association she must provide at least thirty (30) days written notice to the Suwannee River Water Management District. The notice given to the Suwannee River Water Management District should state that all terms and conditions placed upon the developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and what specific date the transfer will occur.

#### **ARTICLE XI. BYLAWS AND AMENDMENT OF ARTICLES**

The Bylaws will be adopted and may be amended by the Directors or members, consistent with these articles and the declaration. Amendments which directly or indirectly impact operation and maintenance of the surface water management system, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the association or the owners in common, may be made after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendment to the Articles or the Bylaws which does not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any such amendments shall be forwarded to the district within thirty (30) days of approval.

I, the undersigned, being the incorporator of this corporation, for the purpose of forming this non-profit corporation under the laws of the State of Florida have executed these Articles of Incorporation on this 14th day of June, 2017.

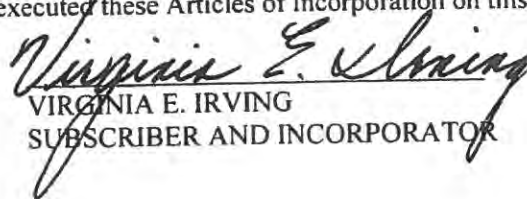

  
VIRGINIA E. IRVING  
SUBSCRIBER AND INCORPORATOR

Exhibit "C" to  
Declaration of Covenants and Restrictions for  
Palmetto Ranches Homeowners' Association, Inc.

STATE OF FLORIDA  
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments and administer oaths in the State and County aforesaid, personally appeared VIRGINIA E. IRVING, as subscriber and incorporator, of PALMETTO RANCHES HOMEOWNERS' ASSOCIATION, INC., to me known and who acknowledged before me that he executed and subscribed to the foregoing Articles of Incorporation in the aforesaid capacities.

(Seal)

  
\_\_\_\_\_  
Signature of Notary

**Sally Roberts**



**SALLY ROBERTS**  
Notary Public, State of Florida  
My Comm. Expires July 28, 2020  
Commission No. GG16373



**Exhibit "D"** to  
Declaration of Covenants and Restrictions for  
Palmetto Ranches Homeowners' Association, Inc.

**BY-LAWS  
OF  
PALMETTO RANCHES HOMEOWNERS' ASSOCIATION, INC.**  
A not-for-profit Florida Corporation

**ARTICLE I**

The name of the corporation is **Palmetto Ranches Homeowners' Association, Inc.**, a Florida Corporation, not for profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 515 West Green Street, Perry, Florida 32347, but meetings of members and Trustees may be held at such places within the State of Florida as may be designated by the Board of Trustees from time to time.

**ARTICLE II**  
**DEFINITIONS**

Section 1. "ASSOCIATION" shall mean and refer to **Palmetto Ranches Homeowners' Association, Inc.**, a Florida corporation, not for profit, its successors and assigns.

Section 2. "COMMON AREAS" shall mean and refer to any un-subdivided area and the easement for the graded road right-of-way.

Section 3. "DEVELOPER" shall mean **Virginia E. Irving**, her heirs, successors and assigns. The Developer shall at all times have the right to assign her interest herein to any successor or nominee.

Section 4. "TRACT" shall mean any residential lot shown on the recorded subdivision plat of the **Palmetto Ranches Homeowners' Association, Inc.**, whose owners are members as herein defined, as referred to herein with the exception of the common areas.

Section 5. "UNIT" shall mean any individual residential structure located on a residential lot.

Section 6. "MAINTENANCE OF ASSOCIATION PROPERTY OR COMMON AREAS" shall mean the exercise of reasonable care to keep any landscaping, lighting, roadway and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 7. "MEMBER" shall mean every person or entity that holds membership in the Association as provided in the Articles of Incorporation of **Palmetto Ranches Homeowners' Association, Inc.**

Section 8. "OWNER" shall mean the record Owner, whether one or more persons, or entities, of a fee simple title to any unit or residential lot which allows membership in the Association but shall not include those holding title merely as security for performance of any obligation.

Section 9. "ARTICLES " shall mean the Articles of Incorporation of **Palmetto Ranches Homeowners' Association, Inc.**

Section 10. "SURFACE WATER SYSTEM" shall mean a Surface Water or Storm Water Management System which is designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality of the water.

### **ARTICLE III** **MEETINGS OF MEMBERS**

Section 1. Annual Meetings. Annual meetings of the members shall be held at the Principal office or at another location in Taylor County, as noticed 30 days prior to such meeting, at 5 p.m. on the last Monday of November of the year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The first meeting of the Board of Trustees of the Association shall be immediately succeeding the annual meeting of the members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Trustees, or upon written request of fifty-one (51%) of the Class A members who are entitled to vote.

Section 3. Notice of Meeting. Written notice of each meeting of members shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote there at, addressed to the members' addresses last appearing on the books of the Association or supplied by such member to the Association for the purposes of notice. Except that written notice of each meeting of members that is for the purpose of taking any action authorized under Article VI, Section 3 and 4 of the Covenants and Restrictions for Palmetto Ranches Homeowners' Association, shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before and no more than 60 days in advance of such meeting to each member entitled to vote there at, addressed to the members' addresses last appearing on the books of the Association or supplied by such member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Written Response. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provision of these By-Laws. Unless some greater number is required under the Articles and except as to the election of Trustees which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

Section 5. Quorum. The presence at the meeting of the members entitled to cast votes, or of proxies entitled to cast votes, equal to fifty-one percent (51%) of all the members, notwithstanding the provisions of Article III hereof, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Restrictions, or these by-laws. If, however, such quorum shall not be present or represented at the meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of the Meeting in order to be effective. Every proxy shall be revocable prior to the time a vote is cast according to such proxy and shall automatically cease upon conveyance by the member of his tract or unit.

Section 7. Vote Required. At every meeting of the members, the Owner or Owners of each tract or unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Articles. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Articles of Incorporation, or of these By-laws, a different vote is required, in which case such express provisions shall govern and control.

Section 8. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of officers
- E. Reports of committees
- F. Election of officers or Trustees (if election to be held)
- G. Unfinished business
- H. New Business
- I. Adjournment

Section 9. Minutes. Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the members and Trustees at all reasonable times.

#### **ARTICLE IV**

##### **BOARD OF TRUSTEES: SELECTION - TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed and governed by a Board of Trustees composed of not less than three (3) nor more than five (5) members. The first Board of Trustees shall have three (3) members.

Section 2. Term of Office. Each member of the Board shall serve for a term of one (1) year until the next annual meeting, or until such time as his successor is chosen. The eligibility of a member to be elected for more than one (1) term shall not be abridged.

Section 3. Removal. Any Trustee may be removed from the Board with or without cause, by a majority of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board of Trustees and he shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in performance of his duties.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

#### **ARTICLE V** **NOMINATION AND ELECTION OF TRUSTEES**

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor of the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each such vacancy, as many votes as they are entitled to exercise, under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected. Cumulative voting is not permitted.

#### **ARTICLE VI** **MEETINGS OF TRUSTEES**

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The organizational meeting of a newly elected Board shall be held within ten (10) days of



their election at such place and time as shall be fixed by the Trustees at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary. At any meeting, whether annual or special called meeting, of the Members or Trustees, at which a motion is made concerning the Surface Water or Storm Water Management System(s) a motion may only be voted upon at a meeting at which the Suwannee River Water Management District has been given at least ten (10) days written notice and to which the Suwannee River Water Management District is invited to attend by its representatives.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association, or by any two Trustees, after not less than three (3) days' notice to each Trustee. At any meeting, whether annual or special called meeting, of the Members or Trustees, at which a motion is made concerning the Surface Water or Storm Water Management System(s) a motion may only be voted upon at a meeting at which the Suwannee River Water Management District has been given at least ten (10) days written notice and to which the Suwannee River Water Management District is invited to attend by its representatives.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. A Trustee may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Trustee for the purpose of determining a quorum. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

Section 4. Voting Requirements. Except as otherwise specifically set forth in the Bylaws, and Articles of Incorporation, Class A and Class B members or Owners shall vote together as one entity on all matters requiring a vote.

Section 5. Open Meetings. Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings.

Section 6. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Trustees may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Trustees entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Trustees.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

Section 1. Powers. The Board of Trustees shall have the power to:

A. Adopt and publish rules and regulations governing the use of the common areas and the personal conduct of the members and their guests thereto, and to establish penalties for the infraction thereof;



B. Suspend the voting rights and right to use the common areas by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

Such right to the use of the common areas may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations ;

C. Exercise for the Association all powers , duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Covenants;

D. Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;

E. Employ a manager, management company, an independent contractor or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation thereof, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

F. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Trustees; and

G. Delegate to and contract with a financial institution for collection of the assessments of the Association.

Section 2. Duties. It shall be the duty of the Board of Trustees:

A. To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members of the annual meeting of the members, or at any special meeting when such statement is required in writing by fifty-one percent (51%) of all members, notwithstanding the provisions of Article III hereof;

B. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

C. To fix the amount of the annual assessment against each tract or unit at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and in relation thereto, to establish the Annual Budget;

D. To foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same, at the election of the Board of Trustees;

E. To issue or cause to be issued by an appropriate officer, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates. If a certificate states an assessment has been paid, such certificate

shall be conclusive evidence of such payment.

F. To procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of a majority of the Trustees may be necessary or desirable for the Association in addition to the insurance required to be carried by the Association as set forth in the Declaration as the same may be amended from time to time, the policies and limits are to be reviewed at least annually and increased and decreased at the discretion of the majority of the members of the Board of Trustees;

G. To cause the common areas to be maintained; and

H. To fix and determine the amount of special assessments for capital improvements as set forth in the Restrictions described hereinabove, to send written notice of each special assessment to every owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment.

### Section 3. Special Appointments and Committees.

A. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of them shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

B. Committees. The Board shall appoint such standing committees as are required under the Articles or these By-laws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such period of time, have such authority, and perform such duties as the Board may, from time to time, determine, in its discretion.

## **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board of Trustees; a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees which shall immediately follow the adjournment of each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or

the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of a majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of president and secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

A. President: The president shall preside at all meetings of the Board of Trustees; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes, and shall have all of the powers and duties which are usually vested in the office of the President of a corporation.

B. Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Trustees and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Trustees and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as may be required by the Board of Trustees.

C. Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association along with the president; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

D. Compensation; The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Trustee as an employee of the Association or preclude the contracting with a Trustee or a party affiliated with a Trustee for the management or performance of contract services for all or any part of **Palmetto Ranches Homeowners' Association, Inc.**

#### **ARTICLE IX**

#### **ACCOUNTING RECORDS; FISCAL MANAGEMENT**

Section 1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members. Such records shall include, but not be

limited to, (i) a record of all receipts and expenditures; and (ii) an account for each Unit which shall designate the name and address of the Unit Owner thereof, the amount of Assessments charged to the Unit, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

Section 2. The Board shall adopt a Budget of the anticipated Operating Expenses of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member and each Unit Owner shall be given notice of the Assessment applicable to his Unit(s). The copy of the budget shall be deemed given upon its delivery or upon its being mailed to the Member or Unit Owner shown on the records of the Association at his last known address as shown on the records of the Association.

Section 3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

Section 4. The Assessment shall be payable as provided for in the Restrictions.

Section 5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not Budgeted or which shall exceed Budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessment, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Unit Assessment or Special Assessment).

Section 6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

Section 7. A report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to each Member and Owner no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member or Owner upon its delivery or mailing to the Member or Owner shown on the records of the Association at his last known address shown on the records of the Association. The holder, insurer or guarantor of a first mortgage upon any Unit in **Palmetto Ranches Homeowners' Association, Inc.** shall be entitled, upon written request therefore, to receive audited financial



statements of the Association for the prior fiscal year without charge.

## **ARTICLE X** **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any representative of Suwannee River Water Management District. The Articles of Incorporation, and the By-laws of the Association shall be available for inspection by any member at the principal office of the Association, or such other address as the Board of Trustees may from time to time designate, and copies may be purchased at a reasonable cost as such address.

## **ARTICLE XI** **ASSESSMENTS**

As more fully provided herein, each member is obligated to pay to the Association annual and special assessments.

## **ARTICLE XII** **CORPORATE SEAL**

The ASSOCIATION shall have a seal in circular form, having within its circumference the words: **Palmetto Ranches Homeowners' Association, Inc.**, a Florida corporation, not for profit, 2017. Said seal may be used by causing it or a facsimile thereof to be impressed affixed, reproduced or otherwise. The words "corporate seal" or their equivalent may be used a facsimile of or as the seal.

## **ARTICLE XIII** **AMENDMENTS**

Section 1.       Requirements to Amend. Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water Management System, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other Surface Water Management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water Management District under the lawfully-adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification. Amendments to the Bylaws which do not impact operation of maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any and all such amendments shall be forwarded to the District within thirty (30) days of approval.

Section 2.       These By-laws may be amended at a regular or special meeting of the members by a vote of fifty-one percent (51%) of the members present in person or by proxy, notwithstanding the provisions of Article III hereof.

Section 3.       Control of Conflict. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation



shall control.

#### ARTICLE XIV RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Association property. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members and Owners shown on the records of the Association at the time of such delivery or mailing at the last known address for such Members and Owners shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Association property as, but not limited to, tennis courts or a swimming pool (the recitation of such facilities being only illustrative and not a representation that such facilities shall exist), same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

#### ARTICLE XV MISCELLANEOUS

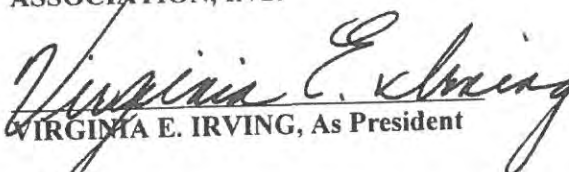
Section 1.       Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.


Section 2.       Indemnification. Every Trustee and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his serving or having served the Association at its request, whether or not he is a Trustee or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Trustees approves the settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.


Section 3.       Insurance. The Board of Trustees may, but is not required to, elect to carry a policy of officers' and Trustees' liability insurance, insuring the officers and Trustees against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

I HEREBY CERTIFY that the foregoing Bylaws were duly adopted by the Board of Trustees of the Corporation on the 14<sup>th</sup> day of June, 2017.

PALMETTO RANCHES  
ASSOCIATION, INC.

  
VIRGINIA E. IRVING, As President

  
Witness  
Print Name: Sue Ellen Weaver


  
Witness  
Print Name: Angela T. Murphy

STATE OF FLORIDA  
COUNTY OF TAYLOR

The Foregoing instrument was acknowledged before me this 14th day of June, 2017 by  
VIRGINIA E. IRVING who is ☒ personally known by me or ☐ has produced  
as identification, on behalf of Palmetto Ranches Homeowners' Association,  
Inc.




SALLY ROBERTS  
Notary Public, State of Florida  
My Comm. Expires July 28, 2020  
Commission No. GG16373

  
Notary Public  
Sally Roberts

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

<b>SUBJECT/TITLE:</b> 	BOARD TO REVIEW PROPOSED PALMETTO RANCHES SUBDIVISION CONSTRUCTION PLANS IN ACCORDANCE WITH SECTION 42-156, TAYLOR COUNTY CODE OF ORDINANCES.
<b>MEETING DATE REQUESTED:</b>	June 18, 2019

### Statement of Issue:

In accordance with Section 42-156, Taylor County Code of Ordinances, the approval of any public or private development plan shall be subject to the Developer providing assurance that all required improvements, including, but not limited to, storm drainage facilities, streets and highways, water and sewer lines and replacement trees shall be satisfactorily constructed according to the approved development plan.

The Board of County Commissioners shall review and take action on the recommendation of the Technical Review Committee.

The development is proposed as a Home Owners Association (HOA).

**Recommended Action:** The proposed construction plans for the Palmetto Ranches Subdivision include several items to be corrected for constructability and do not justify approval at this time. These items should be addressed and resubmitted for subsequent approval review. However, since the Developer is requesting Final Plat approval prior to completing the associated improvements (see separate related Agenda item), the Board may choose to approve the construction plans contingent on the Developer modifying and resubmitting the proposed construction plans consistent with the comments outlined within the body of this recommendation.

**Fiscal Impact:** FISCAL YR 2018/19 - ADDITIONAL STAFF REVIEW

**Budgeted Expense:** N/A

**Submitted By:** TECHNICAL REVIEW COMMITTEE

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

The provisions of Section 42-156, Taylor County Code of Ordinances apply to all proposed developments in the county, including private road subdivisions.

Specifically, this section requires that a developer provide assurance that all required improvements, including, but not limited to, storm drainage facilities, streets and highways, water and sewer lines and replacement trees shall be satisfactorily constructed according to the approved development plan before receiving final {plat} approval.

Such assurance is provided through executing a *Development Construction Improvement Agreement*, along with providing an approved Construction Cost Estimate, Surety, Construction Schedule and Homeowner's Association Covenants and Bylaws, if applicable. These issues are being addressed under the separate Final Plat Review Agenda item.

Palmetto Ranches is a 40-acre subdivision accessible from Beach Road just north of Ocean Pond Subdivision. This development consists of eight lots ranging in size from 4.71 to 4.94 acres. The Development will include a new graded 1,300 ft long limerock roadway and cul-de-sac, private wells and on-site sewer systems. Once constructed, the roadway is proposed to be maintained by a Home Owner's Association.

The proposed construction plans (revised 04/30/2019) for the Palmetto Ranches Subdivision include several items to be corrected for constructability and do not justify approval at this time. These items should be addressed and resubmitted for subsequent approval review. However, since the Developer is requesting Final Plat approval prior to completing the associated improvements, the Board may choose to approve the construction plans contingent on the Developer modifying and resubmitting the proposed construction plans consistent with the comments outlined within the body of this recommendation.

#### **Construction Plan Comments:**

##### **PLAN SHEET 2 OF 18**

1. Pre-Development Drainage Map Missing Existing Ground Contour Labels.
2. Incorrect reference to "Florida Engineering Department" vs. "Code of Ordinances"

##### **PLAN SHEET 3 OF 18**

1. Lot 1 Driveway access shown in wrong position. Located on Lot 2 vs. Lot 1.

##### **PLAN SHEET 5 OF 18**

1. Lot 1 Driveway access shown in wrong position. Located on Lot 2 vs. Lot 1.
2. Clarify tree removal notations that do not identify trees being at those locations.

##### **PLAN SHEET 6 OF 18**

1. Benchmark TBM "A" label is missing from plan sheet. 1<sup>st</sup> referenced benchmark is a STA 16+95.
2. Profile View grid not to scale and labels do not match labeled feature elevations across bottom of profile view
3. STA 10+00 reference of Existing and Planned elevation not in correct position. Appears to be shifted right of correct position.

4. Revise Palmetto Ranch Drive centerline profile to incorporate a vertical curve in place of the proposed 2.23% A.D. PVI at STA 10+37.50 (AD > 1.20%; RE Greenbook Table 3-8).
5. Beginning Vertical Curve Elevation at STA 13+50 Grid Elevation does not match Curve Elevation.
6. Profile View legend labels "Existing" as a solid line vs. drawn dashed line that appears to be referenced by Existing elevation labeled values. Both lines are in Profile View, not sure what solid line is supposed to represent.
7. Cross Section view of existing culvert at STA 10+37.50 labels culvert incorrectly as HDPE vs. CMP.
8. Cross Section view of existing culvert at STA 10+37.50 shows Stabilized Subgrade extending into the culvert. Revise to use Limerock Wedge or lower elevation of culvert.

#### **PLAN SHEET 7 OF 18**

1. Side Drain culvert at Lot 6 incorrectly labeled as 35 LF. Correct to be 24 LF.
2. Side Drain culvert at Lot 6 does not identify culvert diameter. Correct to include 18" as diameter.
3. Label driveway centerline location station at Lot 1 and Lot 8.
4. Profile View grid not to scale and labels do not match labeled feature elevations across bottom of profile view.
5. Profile View legend labels "Existing" as a solid line vs. drawn dashed line that appears to be referenced by Existing elevation labeled values. Both lines are in Profile View, not sure what solid line is supposed to represent.
6. Ditch Profile appears to direct runoff toward the cul-de-sac with the ditch bottom rising at an elevation equal to the roadway and no apparent outlet. Clarify how drainage will not affect adjacent road.

#### **PLAN SHEET 8 OF 18**

1. Several Cross Section labels overlap Grid Elevation labels.

#### **PLAN SHEET 9 OF 18**

1. Several Cross Section labels overlap Grid Elevation labels.
2. LSide Side Drain culvert incorrectly labeled as 20 LF vs. 24 LF in STA 13+00 Section View.
3. RSide Side Drain culvert incorrectly labeled as 20 LF vs. 24 LF in STA 13+75 Section View.



### **PLAN SHEET 10 OF 18**

1. Correct STA 15+01.82 Section View centerline profile elevation label to match 18.22' elevation labeled on Profile View of Plan Sheet 6 of 18.

### **PLAN SHEET 11 OF 18**

1. RSide Side Drain culvert incorrectly labeled as 20 LF vs. 24 LF in STA 17+75 Section View.

### **PLAN SHEET 12 OF 18**

1. RSide Side Drain culvert incorrectly labeled as 20 LF vs. 24 LF in STA 19+75 Section View.

### **PLAN SHEET 13 OF 18**

1. LSide Side Drain culvert incorrectly labeled as 20 LF vs. 24 LF in STA 19+75 Section View.
2. Correct STA 20+30.81 Section View centerline profile elevation label to match 22.33' elevation labeled on Profile View of Plan Sheet 7 of 18.

### **PLAN SHEET 14 OF 18**

1. RSide Side Drain culvert incorrectly labeled as 20 LF vs. 24 LF in STA 21+50 Section View.
2. STA 22+50 Section View shows the installation of an 18" HDPE LSide Side Drain culvert that is not identified on Plan Sheet 7 of 18.
3. LSide Ditch is not drawn in STA 22+50 Section View but includes a 3:1 Slope label.

### **PLAN SHEET 15 OF 18**

1. STA 22+70.26 Section View shoulder hatching appears to indicate a limerock inside and outside shoulder vs. a stabilized shoulder as shown on the remaining portions of the roadway.

### **PLAN SHEET 16 OF 18**

1. Correct Reference to "Owner" vs. "Department" under Section 110 Clearing and Grubbing, Note 110.9.1.
2. Plans do not indicate location, size, or type of roadway signage (Stop Sign, Street name, Curve Sign). Provide details, offsets, and stations.
3. All signage shall meet MUTCD "Conventional Road" sizes. Street & Stop sign detail to require 6 inch lettering on the D3 street name signage.

4. All labels are missing on Silt Fence Detail.

This list is provided as a courtesy to the Developer/Designer and does not alleviate the responsibility of the Design Engineer, Contractor, or Developer if areas of concern are discovered later during plan reviews or subsequent site inspections.

**Options:**

- 1) Approve the proposed construction plans consistent with the above stated recommendation. A Preliminary Development Order will be issued by the Planning Director upon the Board's approval and completion of any required contingencies.
- 2) Deny the proposed construction plans and state reasons for such denial.

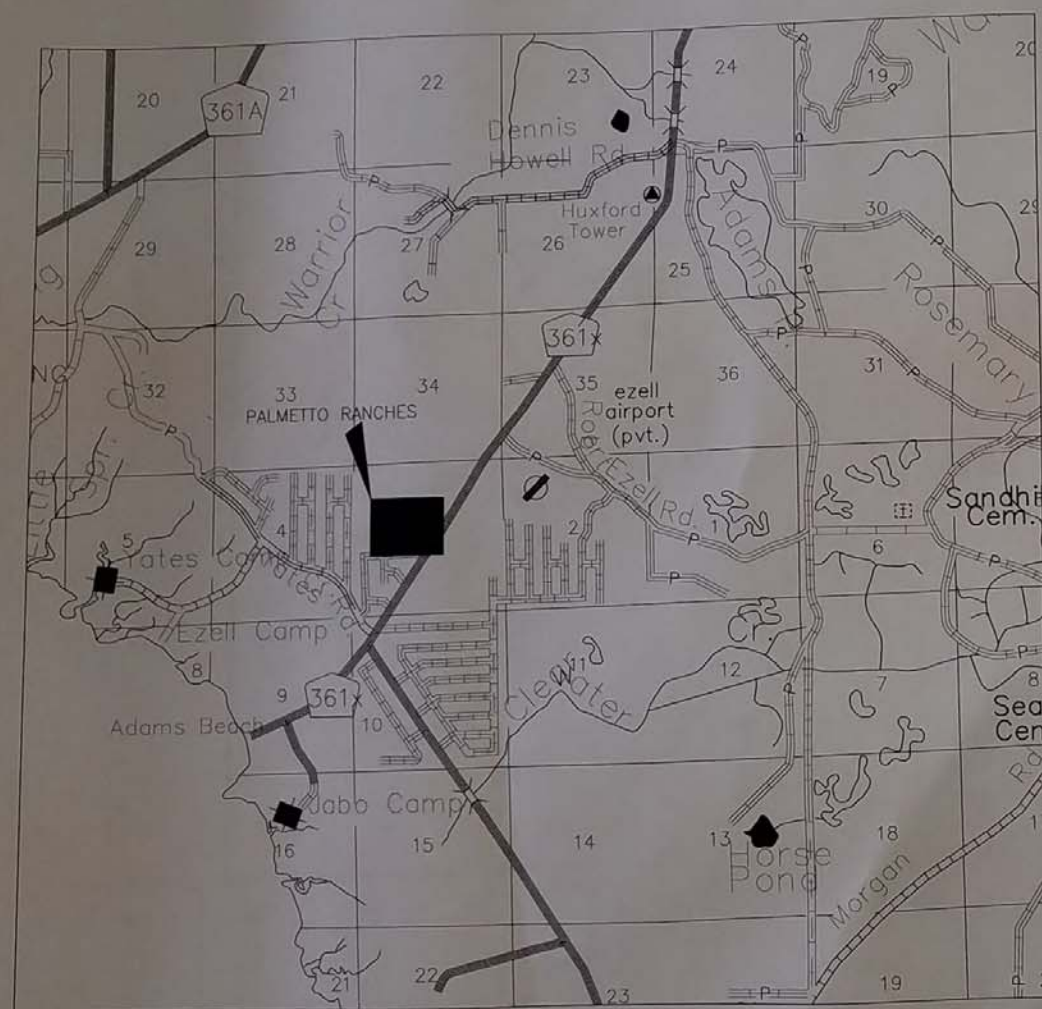
**Attachments:**

Construction Plans

# Palmetto Ranches

A Subdivision located in Section 3, Township 7 South, Range 7 East  
TAYLOR COUNTY FLORIDA

## CONSTRUCTION AND STORMWATER PLANS



LOCATION MAP  
SCALE 1" = 1/2 MILE

### INDEX TO SHEETS

SHEET 1	COVER AND INDEX
SHEET 2	PRE-DEVELOPMENT DRAINAGE MAP
SHEET 3	APPROVED PRELIMINARY SUBDIVISION PLAT
SHEET 4	ROADWAY DETAILS
SHEET 5	TREES TO BE REMOVED AND SOIL STUDY CLEARING AND GRUBBING
SHEET 6-7	PALMETTO RANCH DRIVE PLAN AND PROFILE VIEW
SHEET 8-15	PALMETTO RANCH DRIVE CROSS SECTIONS
SHEET 16	CONSTRUCTION SCHEDULE, CONSTRUCTION ACTIVITY QUALITY CONTROL AND INSPECTION PLAN, SECTION 110 CLEARING AND GRUBBING EROSION CONTROL AND SILT FENCE DETAIL
SHEET 17	MAINTENANCE OF TRAFFIC
SHEET 18	PROPOSED FINISHED FLOOR ELEVATIONS PLANS

*T. B. Whitman*  
30 APR 19

Delta Professional Land Services, LLC  
Palmetto Ranches Construction Plans

NO.	DATE	DESCRIPTION	BY
1	4/10/19	REVISION: CORRECT SECTION 110	EDW
2	4/10/19	REVISION: PER TAYLOR COUNTY ENGINEER REVIEW	EDW
3	4/10/19	REVISION: PER TAYLOR COUNTY ENGINEER REVIEW	EDW



**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.

4010 MAY POY ROAD GREENVILLE, FL 32333  
NORTH FLORIDA SOUTH GEORGIA  
PHONE (850) 973-7864

PROFESSIONAL ENGINEER OF RECORD:

Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO. 63176

TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL

COUNTY ENGINEER DATE  
FILE NO.

TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	DELTA PROJECT NO.
N/A	TAYLOR	16-005-41

COVER AND INDEX

THIS IS SHEET 1 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.





REMAINDER OF 346 PAGE 203  
VIRGINIA EZZELL IRVING  
UN PLATTED

N00°05'02"E 1339.44'

NELSON EZZELL OR 123 PAGE 729  
UN PLATTED  
N88°08'51"E 1319.42'

S01°00'15"E 1251.52'

RUDOLPH BLAKEY OR 758 PAGE 953  
UN PLATTED

LOT 1 OR 539 PAGE 313  
SEA OAKS SUBD.  
LOT 2  
SEA OAKS SUBD.

LOT 3  
SEA OAKS SUBD.  
OR 254 PAGE 478

LOT 4  
SEA OAKS SUBD.  
OR 567 PAGE 810

S88°41'40"W 1271.94'

LOT 5  
SEA OAKS SUBD.  
OR 523 PAGE 783

LOT 6  
SEA OAKS SUBD.  
OR 558 PAGE 832

LOT 7  
SEA OAKS SUBD.  
OR 700 PAGE 432

LOT 8  
SEA OAKS SUBD.  
OR 749 PAGE 614

LOT 9  
SEA OAKS SUBD.  
OR 370 PAGE 385

LOT 10  
SEA OAKS SUBD.  
OR 765 PAGE 986

# Palmetto Ranches

A Subdivision located in Section 3, Township 7 South, Range 7 East  
TAYLOR COUNTY FLORIDA

## 1. SITE DESCRIPTION AND PLAN

Palmetto Ranches Subdivision is an eight (8) lot subdivision located in Section 3, Township 7 South, Range 7 East, Taylor County Florida. The site encompasses 40 acres in area. Palmetto Ranches will be a 60 foot Limerock Roadway as described in the Taylor County Florida Engineering Department, located on the South Road.

## 2. GENERAL SITE INFORMATION

1. The soils of the site, according to the Taylor County Florida Soil Survey, are primarily Orthic fine sands, moderately well drained, permeability, rapid throughout, slopes 0 to 5 percent and Ridge road fine sands, somewhat poorly drained soil, permeability, rapid throughout, 0 to 3 percent.

2. Permeability of these soils is classified as rapid throughout to very rapid with an estimated value of 6-20 inches per hour. Because of the particle size and the ability to infiltrate rainfall, the soils are estimated to have low erosion potential.

3. The natural slope of the site is from the west to the east. Prior to construction, all fencing will be installed along all sides of the site where runoff is possible.

4. Drainage of the site appears to be mainly via percolation into the soil.

5. In the area where the construction will take place, the some generalized stormwater flow pattern will be maintained. Runoff from the southwest will discharge into the basin and percolate into the underlying sand and limerock.

6. Impervious area (road, walks, and residential areas)  
Limerock surface road, 32,232 sq. ft. 0.74 acre  
Estimated eight (8) Houses, estimated size 2400 sq. ft. 19,200 sq. ft. 0.44 acre  
Total impervious 51,500 sq. ft. 1.18 acres.

7. The natural slope of the site is from the west to the east. Drainage of the site appears to be mainly via percolation into the soil.

SEE PAGE 5 of 18

8. Type of ground cover that matches the curve numbers and hydrologic soil group found in Appendix A of the USDA report.

Urban Hydrology for Small Watersheds - Natural Resources Conservation Service

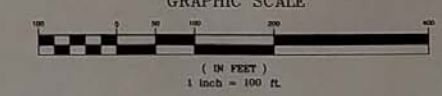
ORTICA FINE SAND 15.5 ACRES  
RIDGEWOOD FINE SAND 25.5 ACRES

## LEGEND:

⇒ = DRAINAGE FLOW

TP = SOIL BORE SITE

## GRAPHIC SCALE



*T. S. Whitman*  
30 APR 19  
TAYLOR COUNTY ENGINEER

REVISIONS	BY	DATE
1. REVISION	BY	DATE
2. REVISION	BY	DATE
3. REVISION	BY	DATE
4. REVISION	BY	DATE
5. REVISION	BY	DATE
6. REVISION	BY	DATE
7. REVISION	BY	DATE
8. REVISION	BY	DATE
9. REVISION	BY	DATE
10. REVISION	BY	DATE

PREPARED BY:  
**DELTA PROFESSIONAL LAND SERVICES, LLC.**  
4910 MAY FOR ROAD ORLANDO, FL 32811  
NORTH FLORIDA SOUTH GEORGIA  
PHONE (850)584-2849  
CERTIFICATE OF AUTHORIZATION NUMBER LB 7739

PROFESSIONAL ENGINEER OF RECORD:  
Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Moultrie, FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO. 63178

TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL  
COUNTY ENGINEER  
DATE  
FILE NO.

ROAD NO.	COUNTY	DELTA PROJECT NO.
N/A	TAYLOR	16-005-41

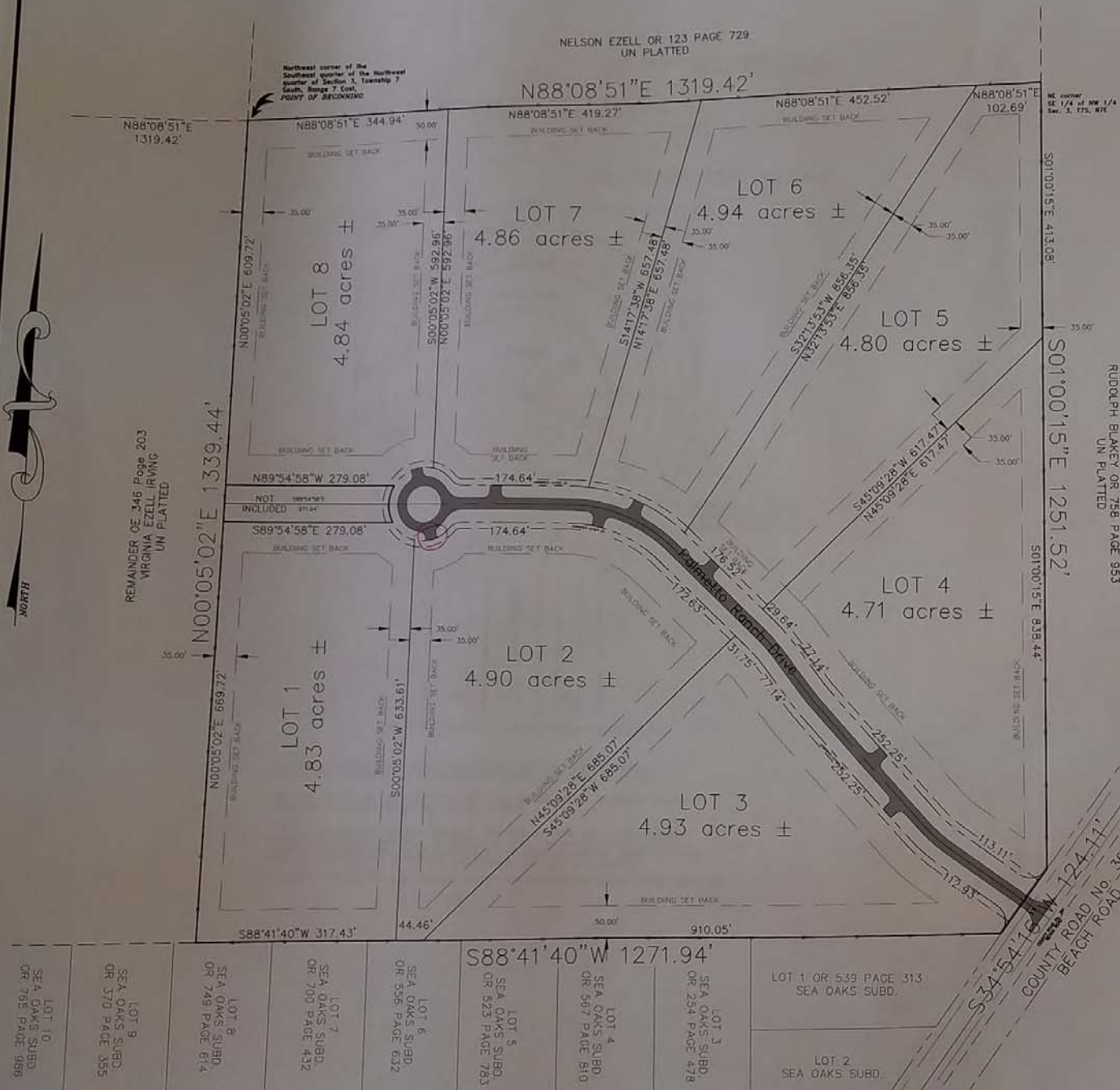
PRE-DEVELOPMENT  
DRAINAGE MAP

THIS IS SHEET 2 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.



# Palmetto Ranches

A Subdivision located in Section 3, Township 7 South, Range 7 East  
TAYLOR COUNTY FLORIDA



## GENERAL PLAN REQUIREMENTS FOR SUBDIVISIONS

- Plans drawn to 1 inch equal 100 ft. Size 24x36 in. with 3/4 inch margins on 3 sides, left side must have 1 inch margins. (Preliminary drawing scale 1 inch = 100 feet)
- General vicinity or location map drawn to scale, showing position of development in Section, Township, and Range together with roads, city limits etc. Shown on Plat
- Legal description of property. Shown on Plat
- Name and address of owner (s) of property, if corporation (name of president, secretary etc.)  
Virginia Exall Irving  
10875 A HWY 105 S  
Boomer, OK, NC 28604  
(954)981-0304  
5. Name and address of agents involved.  
Delta Professional Land Services, LLC  
4310 May Pop Road  
Greenville, FL 32331  
(850) 564-2849
- Each sheet must contain title block with name of development, stated and graphic scale and North arrow and date. Shown on Plat
- Boundaries of property with metes and bounds description reference to section, township, and range, tied to a section or quarter section or subdivision name lot number. Shown on Plat
- Area of property shown in square feet or acres.  
40.67 acres, more or less
- The total number of units, units per acre, gross density and impervious surface ratio (ISR) This property is zoned Agriculture, Rural Residential. There is planned for approximately 8 Five Acre minimum parcels in this development. Final size of parcels, along with actual road alignment will be determined by survey.
- Any restrictions shall be submitted with the final development plan for recording.  
There will be additional restrictions filed along with the final plat.
- Concurrency review must be made (elevation of roads, availability of potable water, wastewater, drainage permits from SWFWMD) Potable water will be supplied by Private Wells, and septic system permits will be applied for on an individual lot system. The Taylor County Public Health Department does not pre-approve permits. A Surface Water Retention Permit will be obtained from the Suwannee River Water Management District. This permit will be the basis for the design of the road drainage system and Storm Water Retention.
- A Homeowners Association hereby named "PALMETTO RANCHES HOMEOWNER'S ASSOCIATION, INC" has been created and is authorized to establish and collect assessments on a per lot basis to provide the funds necessary to maintain and upgrade the public improvements within the subdivision that are dedicated to the lot owners and for future maintenance.  
An CRP permit will be applied for.
- Location of environmental sensitive lands.  
According to the National Wetland Inventory Map, there are no environmental sensitive lands on the site.
- There will be a Homeowner Association.
- SURVEYOR'S NOTES:  
1. Bearings hereon are based on the centerline of County Road No. 361, Beach Road.  
2. If no difference is shown, the plat call bearings and distances are the same as measured.  
3. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Taylor County, Florida.  
4. The person signed surveyor has not been provided a current title opinion or abstract of matter affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.  
5. Underground improvements, utilities, interior fences and other improvements were not located except as shown.  
6. Unless it bears the signature and seal of a Florida Licensed Surveyor and Mapper this map/report is for informational purposes only and is not valid. This drawing or map is not intended or represented to be suitable for reuse by the client or others on extension of the project or on any other project. Any reuse without written verification for the specific purpose intended will be of the user's sole risk and without liability or legal exposure to Delta Professional Land Services, LLC.  
7. This survey is based on a closed and balanced traverse in which the closure meets or exceeds the criteria as outlined in Florida Administrative Code section 6J-17.  
8. This drawing is intended to be printed at a scale of 1 inch = 200 feet on 24 inch by 36 inch paper.
- OR 255 PAGE 48  
DESCRIPTION: (Product of Survey)  
The Southeast quarter of the Northwest quarter of Section 3, Township 7 South, Range 7 East, being more particularly described as follows:  
A parcel of land, lying and being a part of Southeast quarter of the Northwest quarter of Section 3, Township 7 South, Range 7 East, Taylor County, Florida and beginning at the Northwest corner of the Southeast quarter of the Northwest quarter of Section 3, Township 7 South, Range 7 East, Taylor County, Florida and running along the forty line North 88 degrees 08 minutes 51 seconds East, a distance of 1319.42 feet to the Northeast corner of said forty; thence run along the forty line South 01 degrees 00 minutes 15 seconds East, a distance of 1251.52 feet to the westerly right of way line of Keweenaw Beach Road (CR 361); thence run along said right of way line South 34 degrees 54 minutes 16 seconds West, a distance of 124.11 feet to the south line of said forty; thence run along the forty line South 88 degrees 41 minutes 40 seconds West, a distance of 1271.94 feet to the southwest corner of said forty; thence run along the forty line North 00 degrees 05 minutes 02 seconds East, a distance of 889.72 feet; thence run South 09 degrees 54 minutes 58 seconds East, a distance of 275.08 feet to a point on the arc of a 60 foot radius curve, connected to the east; thence run along the arc of said curve, a chord of 62.84 feet, through a central angle of 59 degrees 59 minutes 43 seconds; thence run North 88 degrees 34 minutes 58 seconds West, a distance of 278.08 feet to the west line of said forty; thence run along the forty line North 00 degrees 05 minutes 02 seconds East, a distance of 689.72 feet to the Point of Beginning.  
Said parcel contains 40.67 acres more or less.



- LEGEND:
- = IRON ROD SET MARKED "L.B. 4765"
  - = CONCRETE MONUMENT SET MARKED "P.R.M. L.B. 4765"
  - = IRON ROD FOUND
  - = CONCRETE MONUMENT FOUND (NO IDENT. UNLESS SHOWN)
  - △ = NAIL AND DISK FOUND
  - ▲ = NAIL AND DISK SET MARKED "P.R.M. L.B. 4765"
  - (P) = PLAT
  - (M) = MEASURED
  - (D) = DEED CALL
  - IDENT = IDENTIFICATION
  - W.U. = WOOD UTILITY POLE
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - P.U.E. = PUBLIC UTILITIES EASEMENT
  - L.B. = LICENSED BUSINESS
  - PSM = PROFESSIONAL SURVEYOR & MAPPER
  - FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
  - E- = OVERHEAD WIRES

NOTE:  
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE "X", AS INTERPOLATED FROM F.F.R.M. PANEL NUMBER 1213C0513 D, EFFECTIVE DATE MAY 04, 2009.

NOT TO SCALE

APPROVED  
PRELIMINARY  
SUBDIVISION PLAT

THIS IS SHEET 3 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.

NO.	DATE	DESCRIPTION	BY
1	4/26/09	RECEIVED CROSS SECTION PROFILE	LGR
2	5/17/09	RECEIVED FOR TAYLOR COUNTY ENGINEER REVIEW	LGR
3	4/26/09	RECEIVED FOR TAYLOR COUNTY ENGINEER REVIEW	LGR

**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.  
4310 MAY POP ROAD GREENVILLE, FL 32331  
NORTH FLORIDA SOUTH GEORGIA  
PHONE (850) 564-2849 [info@delta-report.com](mailto:info@delta-report.com)

CERTIFICATE OF AUTHORIZATION NUMBER LB 7749

## PROFESSIONAL ENGINEER OF RECORD

Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO. 63178

## TAYLOR COUNTY CONSTRUCTION PLAN APPROVAL

COUNTY ENGINEER

DATE

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

BOARD NO.	COUNTY	DELTA PROJECT NO.
N/A	TAYLOR	16-005-41

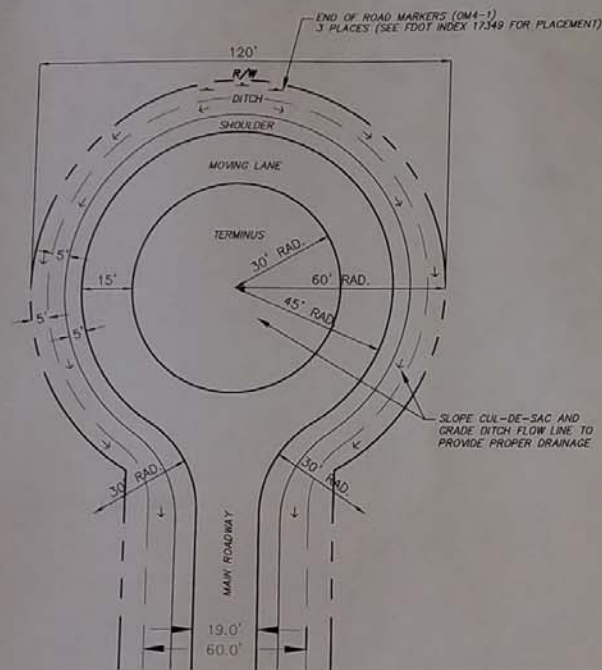
FILE NO.



TAYLOR COUNTY ENGINEERING DEPARTMENT  
REVISION DATE: 12/28/2004

### TYPICAL CUL-DE-SAC SECTION

FIGURE 6.01.03-A



SEE FIGURE 6.01.03-E-2, -3 FOR ROADWAY SECTION DETAILS

ALL DIMENSIONS REFERENCED IN THE ABOVE FIGURE ARE FOR PAVED SURFACES ONLY. FOR UNPAVED ROADWAYS (GRADED ROADS), THE MOVING LANE SHALL BE 16' WIDE.

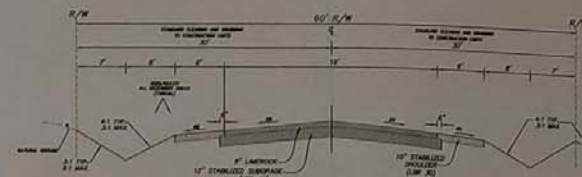
THE CUL-DE-SAC AND THE DITCH FLOW LINE SHALL BE GRADED AS TO PROVIDE PROPER DRAINAGE AND CONNECTION TO THE MAINLINE ROADWAY.

FOR ALL ROADWAY CONSTRUCTION PROJECTS, THE PUBLIC WORKS DEPARTMENT REQUIRES PERIODIC INSPECTIONS AND SHALL BE NOTIFIED 24 HOURS IN ADVANCE AT THE FOLLOWING POINTS DURING CONSTRUCTION: (1) CLEARING, (2) GRADING, (3) LIMEROCK BASE, (4) PAVING, (5) SEED AND MULCHING, (6) STRIPING AND SIGNAGE, AND (7) FINAL CLEAN UP.

AS-BUILT DRAWINGS SHALL BE PROVIDED TO THE PUBLIC WORKS DEPARTMENT UPON COMPLETION.

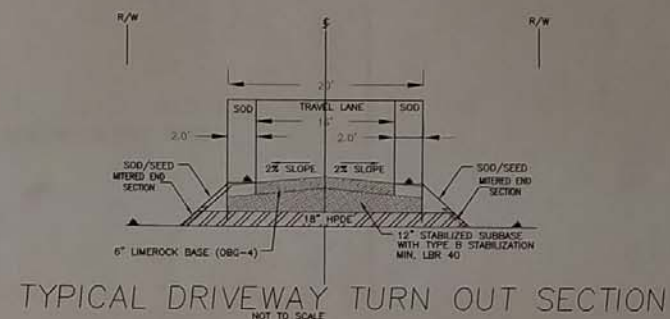
### TYPICAL LIMEROCK ROADWAY SECTION

FIGURE 6.01.03-E-3



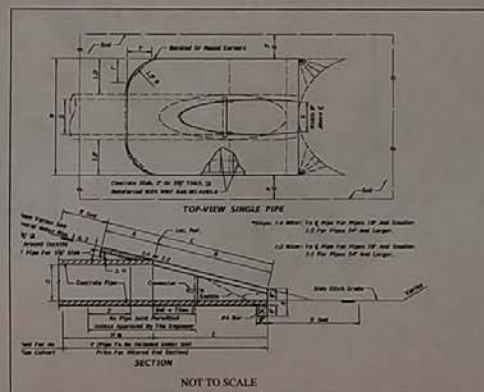
FOR ALL ROADWAY CONSTRUCTION PROJECTS, THE PUBLIC WORKS DEPARTMENT REQUIRES PERIODIC INSPECTIONS AND SHALL BE NOTIFIED 24 HOURS IN ADVANCE AT THE FOLLOWING POINTS DURING CONSTRUCTION: (1) CLEARING, (2) GRADING, (3) LIMEROCK BASE, (4) PAVING, (5) SEED AND MULCHING, (6) STRIPING AND SIGNAGE, AND (7) FINAL CLEAN UP.

AS-BUILT DRAWINGS SHALL BE PROVIDED TO THE PUBLIC WORKS DEPARTMENT UPON COMPLETION.



### TYPICAL DRIVEWAY TURN OUT SECTION

NOT TO SCALE



TYPICAL MITERED END SECTION  
FDOT DESIGN STANDARDS  
FY 2012/2013

APR 19 2005  
TAYLOR COUNTY  
FLORIDA  
PROFESSIONAL ENGINEER

DATE	DESCRIPTION	BY
4/19/05	REVISED CROSS SECTION PROFILE	LEW
11/17/04	REVISED FOR TAYLOR COUNTY ENGINEER REVIEW	LEW
4/20/05	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LEW



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PHONE: (850) 973-7864  
FLORIDA REG. NO. 63178

TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL

COUNTY ENGINEER DATE  
FILE NO.

TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	DELTA PROJECT NO.
N/A	TAYLOR	16-005-41

ROADWAY  
DETAILS

THIS IS SHEET 4 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.



A total of 66 trees had been previously removed. No Historic Specimen or Champion Tree was removed. Roadway has been modified to prevent removal of trees where possible.

*T. B. Whitman*  
30 APR 19  
FLORIDA  
PROFESSIONAL ENGINEER

NO.	DATE	REVISIONS	BY
1	4/10/19	NO FIELD EXISTING SECTION PROFILES	LEW
2	4/10/19	REMOVED PER TAYLOR COUNTY ENGINEER REVIEW	LEW
3	4/10/19	REMOVED PER TAYLOR COUNTY ENGINEER REVIEW	LEW

PREPARED BY:

**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.

4510 MAY POPE ROAD, GREENVILLE, FL 32321  
NORTH FLORIDA - SOUTH GEORGIA  
PHONE (850) 544-2843

PROFESSIONAL ENGINEER OF RECORD:

Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO. 63178

TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL

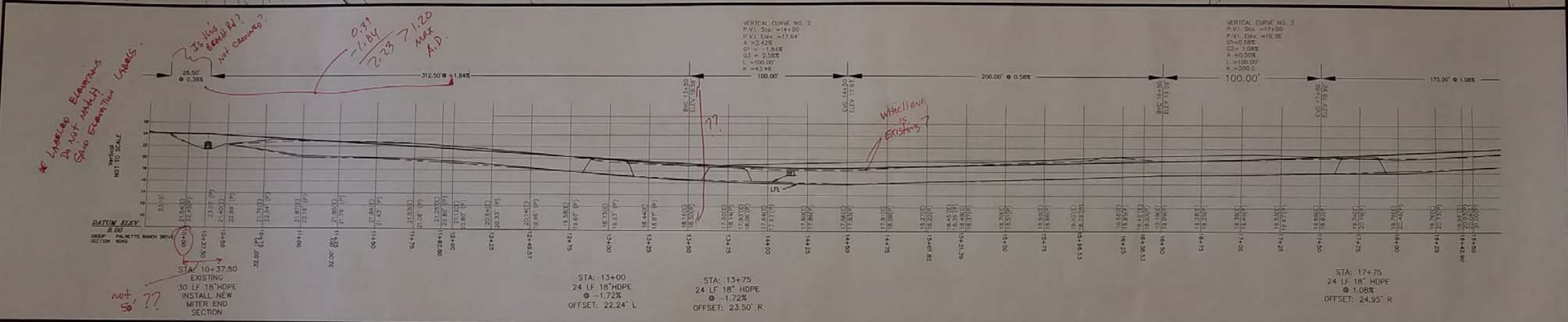
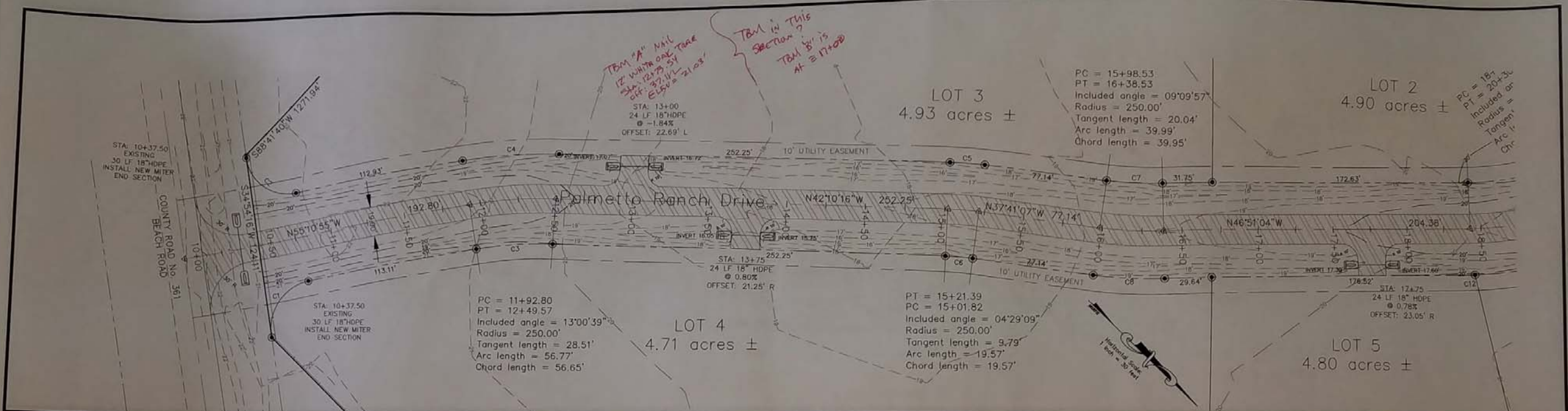
COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS		
ROAD NO.	COUNTY	DELTA PROJECT NO.
N/A	TAYLOR	16-005-41

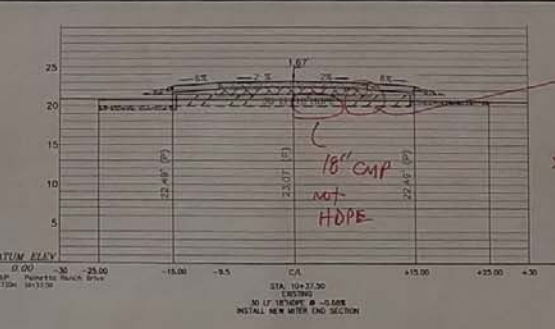
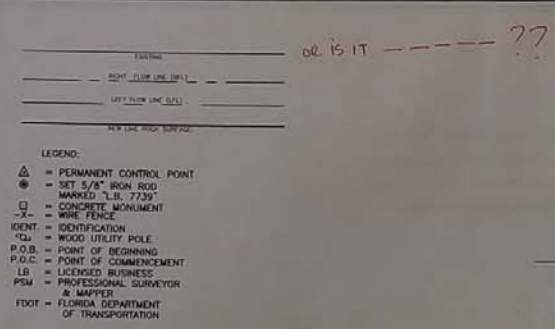
**TREES TO BE REMOVED  
SOIL STUDY  
CLEARING AND GRUBBING**

THIS IS SHEET 5 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.



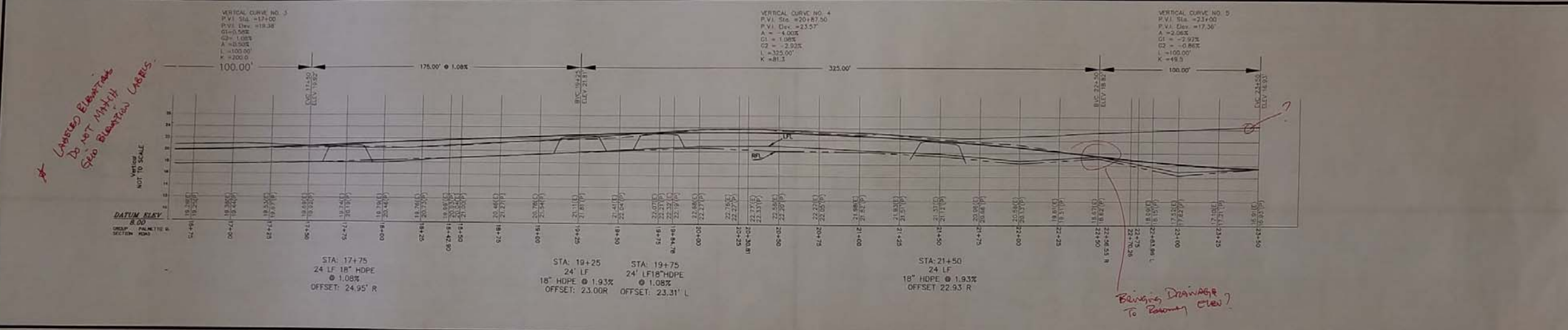
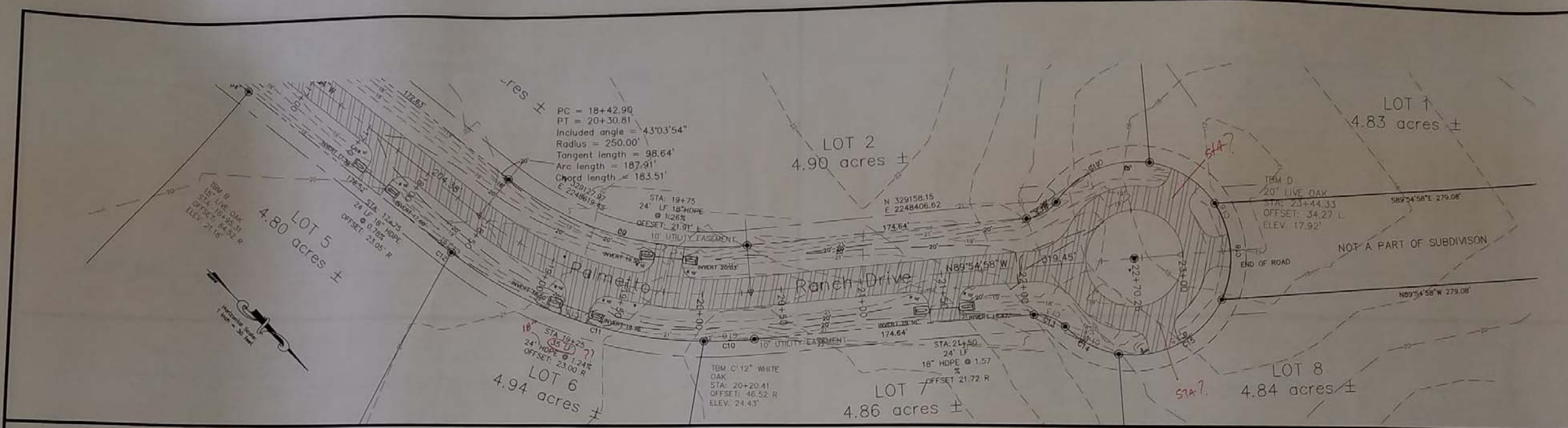


CURVE	LENGTH	RADIUS	DELTA	CHORD	CH DIST
C1	47.08'	30.00'	89°54'49"	N79°51'40"E	42.39
C2	47.17'	30.00'	90°05'11"	N10°08'20"W	42.46
C3	49.96'	220.00'	13°00'39"	S48°40'36"E	49.85
C4	63.58'	280.00'	13°00'39"	S48°40'36"E	63.45
C5	21.92'	280.00'	4°29'09"	S39°55'42"E	21.92
C6	17.22'	220.00'	4°29'09"	S39°55'42"E	17.22
C7	35.19'	220.00'	9°09'57"	N42°16'05"W	35.16
C8	44.79'	280.00'	9°09'57"	N42°16'05"W	44.74
C9	165.36'	220.00'	4°30'54"	N68°23'01"W	161.49
C10	31.96'	280.00'	6°32'23"	N86°38'46"W	31.94
C11	176.71'	280.00'	36°09'34"	N65°17'48"W	173.79
C12	1.79'	280.00'	0°21'57"	N47°02'02"W	1.79
C13	21.68'	25.00'	49°40'47"	S65°04'34"E	21.00
C14	38.20'	60.00'	36°28'38"	N58°28'30"W	37.56
C15	76.66'	60.00'	73°12'09"	S66°41'07"E	71.55
C16	111.84'	60.00'	106°47'51"	S23°18'53"E	96.34
C17	65.85'	60.00'	82°52'56"	N71°50'43"E	62.59
C18	21.68'	25.00'	49°40'47"	S65°14'49"W	21.00



<b>DELTA PROFESSIONAL LAND SERVICES, LLC.</b> 4310 MAY POB ROAD GREENVILLE, FL 32331 NORTH FLORIDA SOUTH GEORGIA PHONE (850) 584-2049 delta@delta-land.com		<b>TAYLOR COUNTY CONSTRUCTION PLAN APPROVAL</b> COUNTY ENGINEER: _____ DATE: _____ FILE NO.: _____		<b>TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS</b> ROAD NO.: _____ COUNTY: TAYLOR DELTA PROJECT NO.: 16-005-41	
<b>REVISIONS</b> NO. DATE DESCRIPTION BY 1. 4/25/16 REVISED CROSS SECTION PROFILE LOR 2. 1/7/18 REVISED PER TAYLOR COUNTY ENGINEER REVIEW LOR 3. 4/26/18 REVISED PER TAYLOR COUNTY ENGINEER REVIEW LOR		<b>DRIVE PLAN AND PROFILE VIEW</b> THIS IS SHEET 6 OF 18 NO SHEET SHOULD BE CONSIDERED COMPLETE WITHOUT ALL 18 SHEETS.			





CURVE	LENGTH	RADIUS	DELTA	CHORD	CH DIST
C1	47.08'	30.00'	89°54'49"	N79°51'40"E	42.39
C2	47.17'	30.00'	90°05'11"	N10°08'20"W	42.46
C3	49.96'	220.00'	13°00'39"	S48°40'36"E	49.85
C4	63.58'	280.00'	13°00'39"	S48°40'36"E	63.45
C5	21.92'	280.00'	4°29'08"	S39°55'42"E	21.92
C6	17.22'	220.00'	4°29'08"	S39°55'42"E	17.22
C7	35.19'	220.00'	9°09'57"	N42°16'05"W	35.16
C8	44.79'	280.00'	9°09'57"	N42°16'05"W	44.74
C9	165.36'	220.00'	4°30'54"	N88°23'01"W	161.49
C10	51.96'	280.00'	6°12'23"	N86°38'46"W	51.94
C11	176.71'	280.00'	36°09'34"	N65°17'48"W	173.79
C12	1.79'	280.00'	0°21'57"	N47°02'02"W	1.79
C13	21.88'	25.00'	49°40'42"	S65°04'34"E	21.00
C14	38.20'	60.00'	36°28'38"	N58°28'30"W	37.56
C15	76.66'	60.00'	73°12'09"	S66°41'07"W	71.55
C16	111.84'	60.00'	106°47'51"	S23°18'53"E	96.34
C17	65.85'	60.00'	82°52'56"	N71°50'43"E	62.59
C18	21.68'	25.00'	49°40'42"	S65°14'39"W	21.00

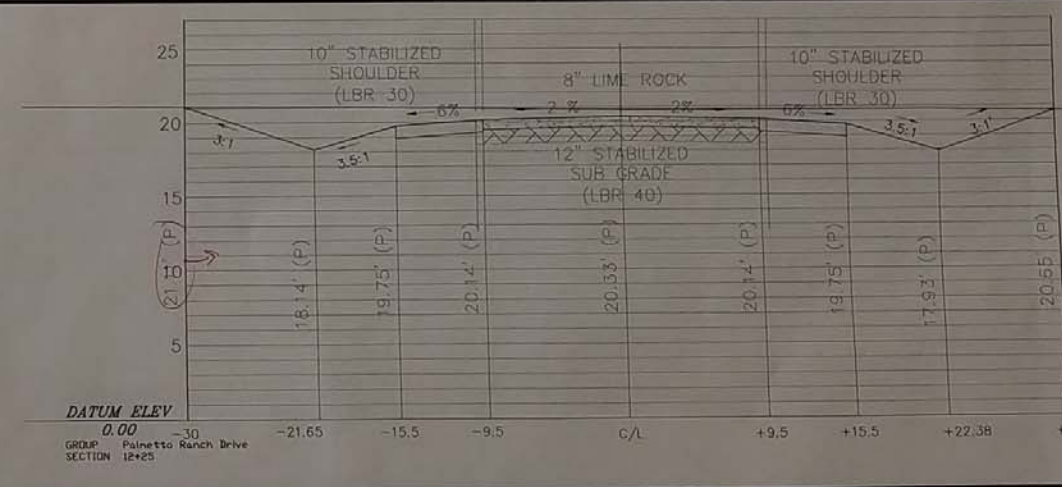
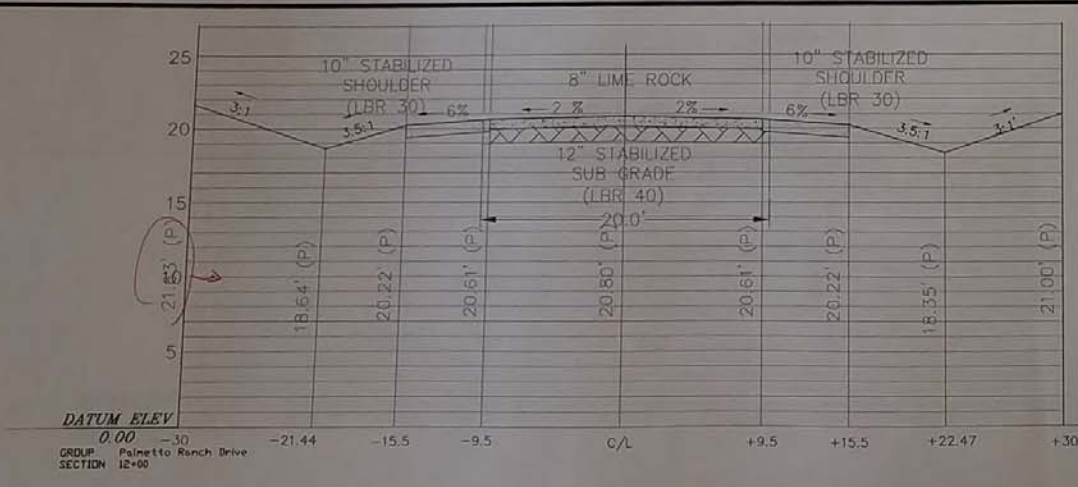
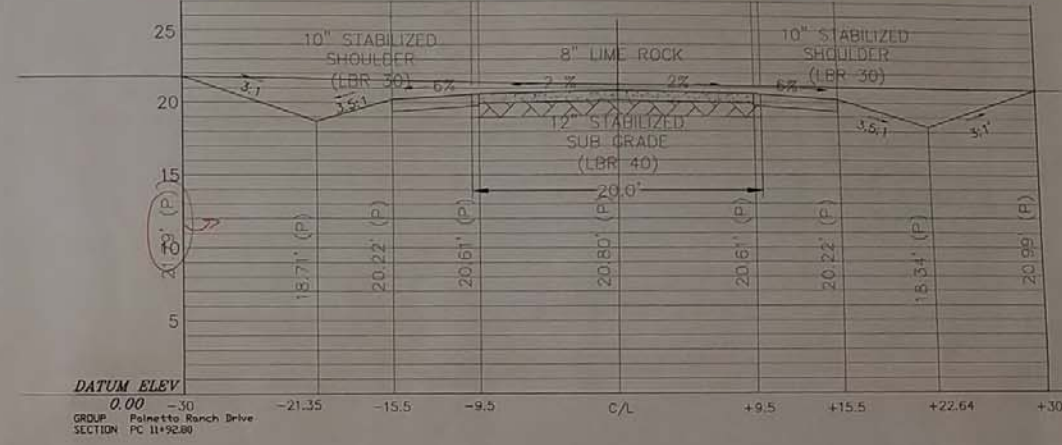
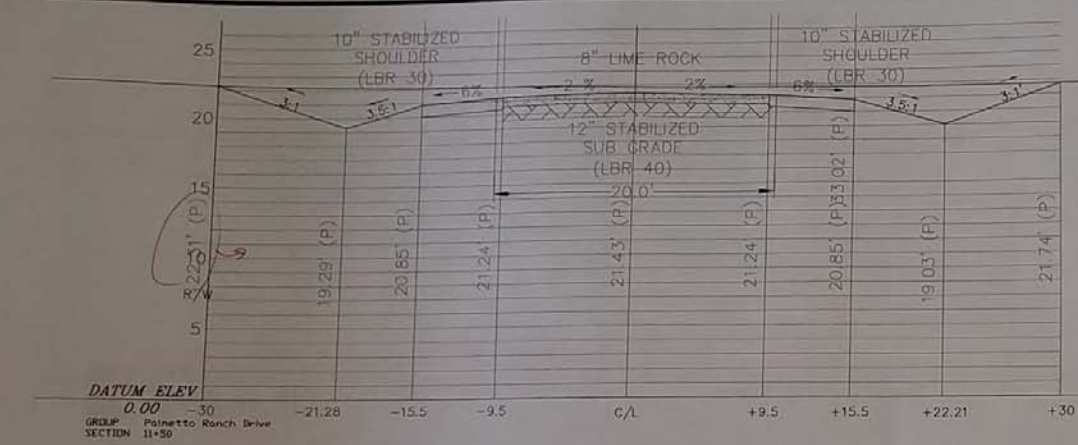
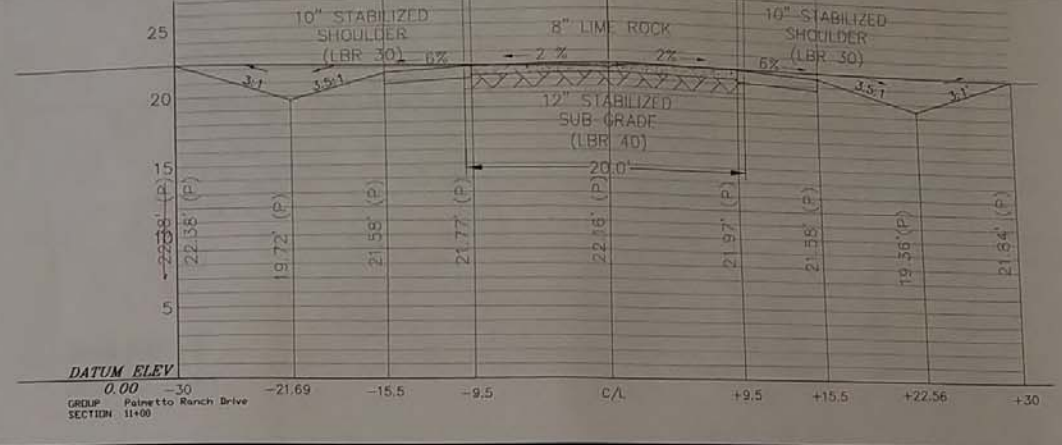
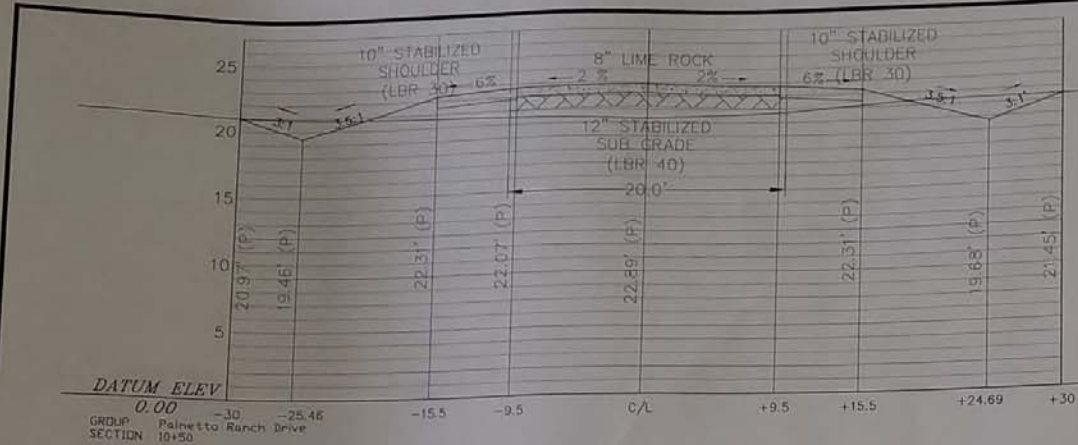
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- PERMANENT CONTROL POINT
  - SET 5/8" IRON ROD MARKED "L.B. 7739"
  - CONCRETE MONUMENT
  - WIRE FENCE
  - IDENTIFICATION
  - WOOD UTILITY POLE
  - POINT OF BEGINNING
  - POINT OF COMMENCEMENT
  - LICENSED SURVEYOR
  - PROFESSIONAL SURVEYOR
  - FLORIDA DEPARTMENT OF TRANSPORTATION

REVISIONS: 1. DATE: 4/15/18 DESCRIPTION: REVISED CROSS SECTION PROFILE BY: LDR 2. DATE: 1/22/19 DESCRIPTION: REQUEST FOR TAYLOR COUNTY ENGINEER REVIEW BY: LDR 3. DATE: 4/8/19 DESCRIPTION: REQUEST FOR TAYLOR COUNTY ENGINEER REVIEW BY: LDR		PREPARED BY: <b>DELTA</b> PROFESSIONAL LAND SERVICES, L.L.C. 4310 MAY POE ROAD GREENVILLE, FL 32333 NORTH FLORIDA SOUTH GEORGIA PHONE: (850) 584-2849		PROFESSIONAL ENGINEER OF RECORD: Thomas B. Whitman P.E. 269 NE Ridge Loop Madison FL 32340 PHONE: (850) 973-7864 FLORIDA REG. NO. 63178		TAYLOR COUNTY CONSTRUCTION PLAN APPROVAL COUNTY ENGINEER: _____ DATE: _____ FILE NO.: _____		TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO.: _____ COUNTY: TAYLOR DELTA PROJECT NO.: 16-005-41 N/A		DRIVE PLAN AND PROFILE VIEW THIS IS SHEET 7 OF 18 NO SHEET SHOULD BE CONSIDERED COMPLETE WITHOUT ALL 18 SHEETS.	
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Lidar Shines in  
Northern Nevada 54

EAST & NORTH ELLISON RD  
WIDENING/RESURFACING PROJECT



NO.	DATE	REVISIONS	BY
1	4/15/18	REVISED CROSS SECTION PROFILE	LDW
2	1/17/19	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LDW
3	4/25/19	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LDW

PREPARED BY:  
**DELTA**  
PROFESSIONAL LAND  
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4510 MAY POE ROAD, ORLANDO, FL 32837  
NORTH FLORIDA SOUTH FLORIDA  
PHONE (850) 584-1840 (850) 584-1840  
ldw@delta-land.com

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Thomas B. Whitman P.E.  
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Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO. 63178

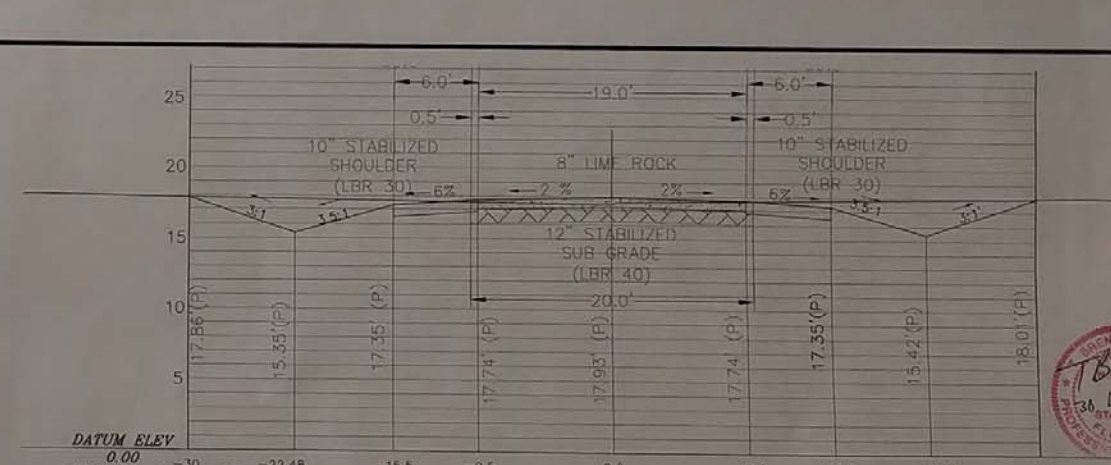
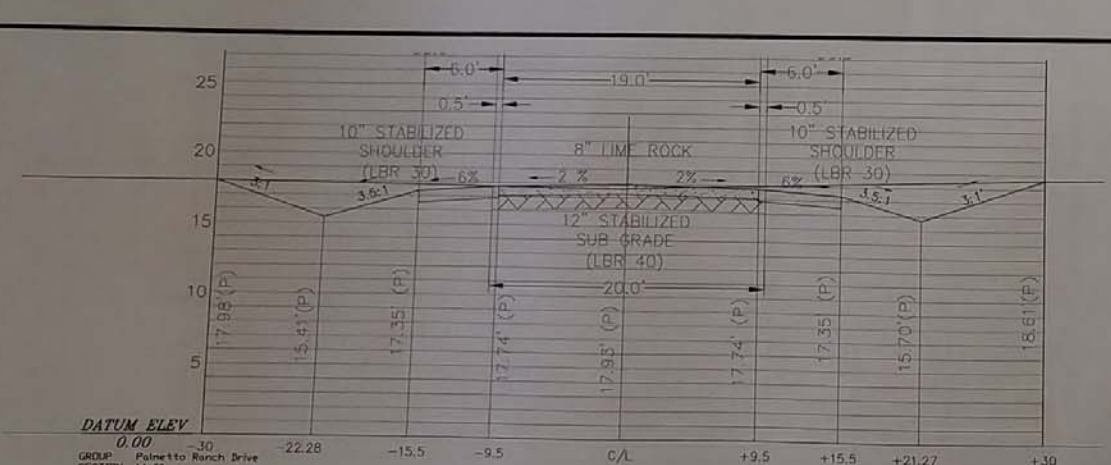
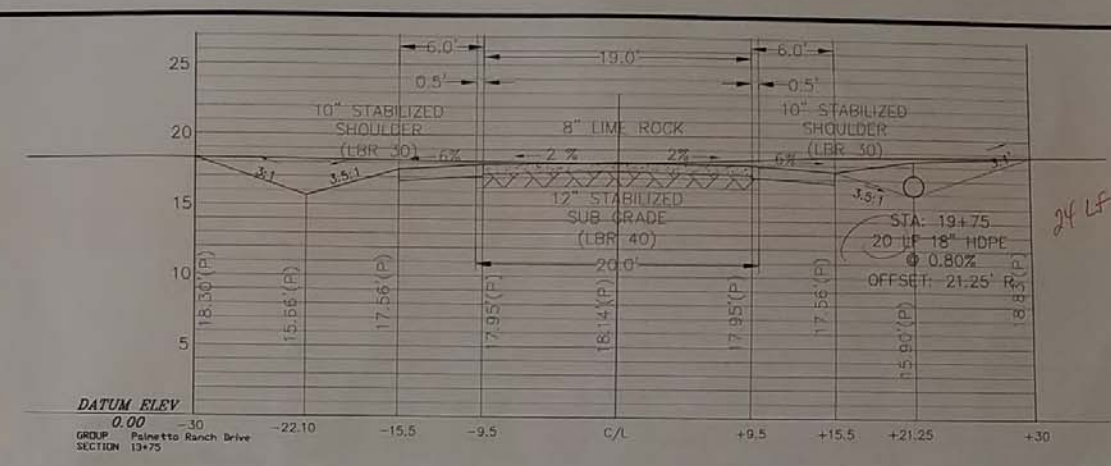
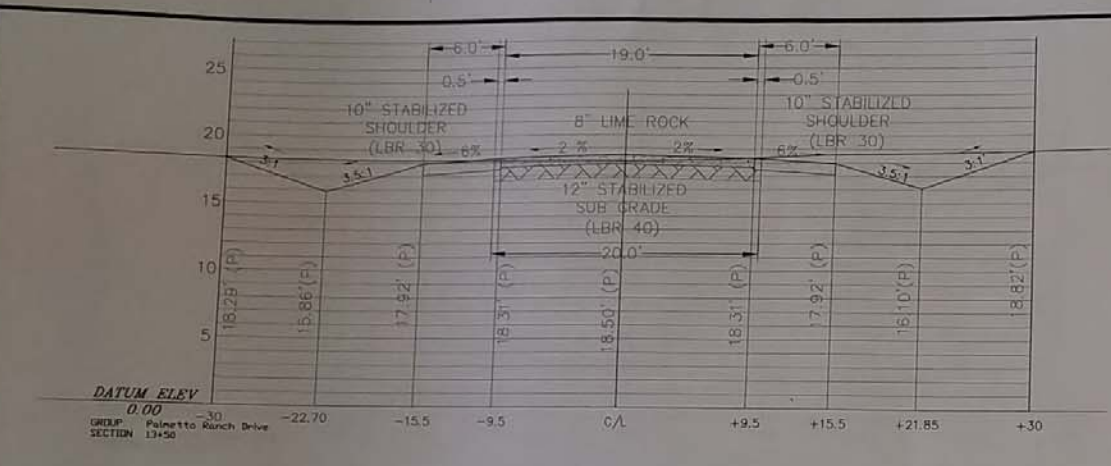
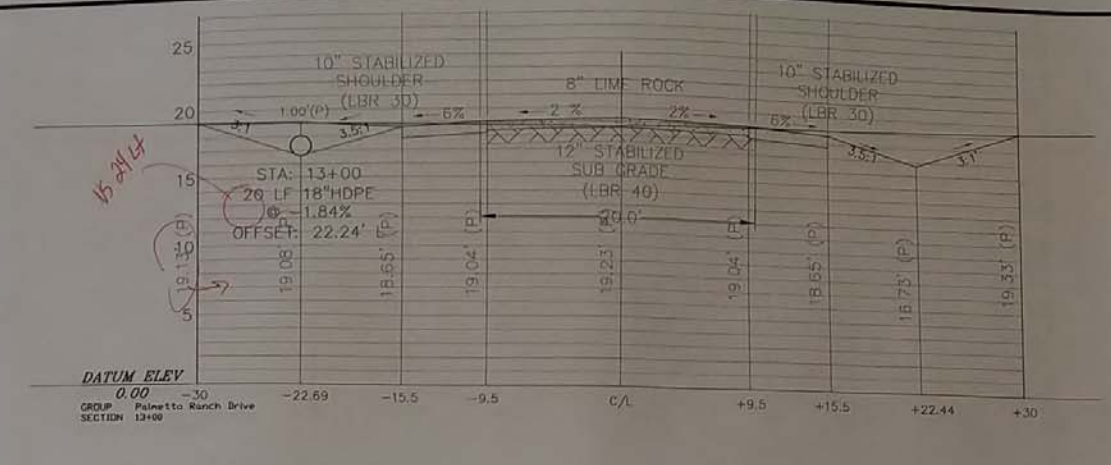
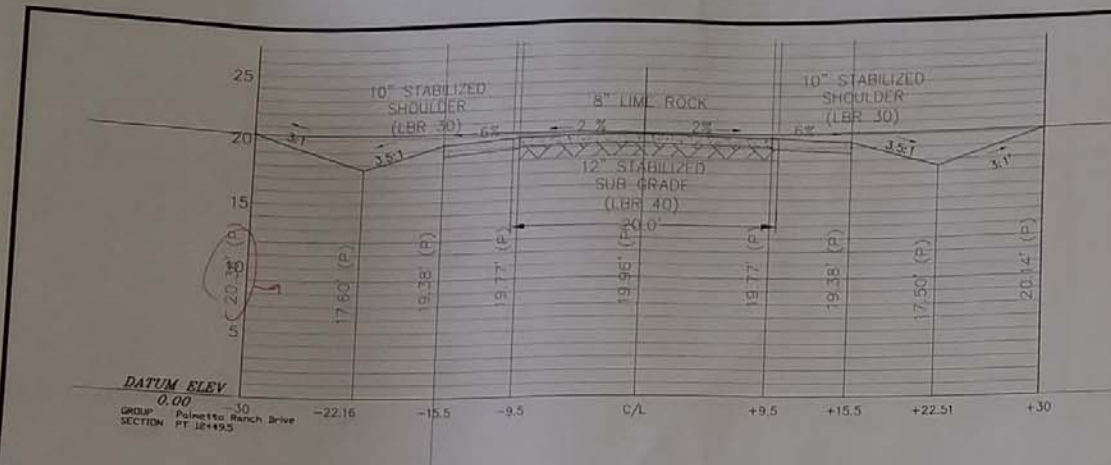
TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL  
COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
FILE NO. \_\_\_\_\_

ROAD NO.	COUNTY	DELTA PROJECT NO.
N/A	TAYLOR	16-005-41

## PALMETTO RANCH DRIVE CROSS SECTIONS

THIS IS SHEET 8 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.





NO.	DATE	DESCRIPTION	BY
1	4/20/18	REMOVED CROSS SECTION PROFILE	LOW
2	1/10/19	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LOW
3	4/9/19	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LOW



**DELTA**  
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4518 MAY POB ROAD GREENVILLE, FL 32331  
NORTH FLORIDA SOUTH GEORGIA  
PHONE (850) 584-2845

PROFESSIONAL ENGINEER OF RECORD  
Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO. 63178

TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL

COUNTY ENGINEER DATE  
FILE NO.

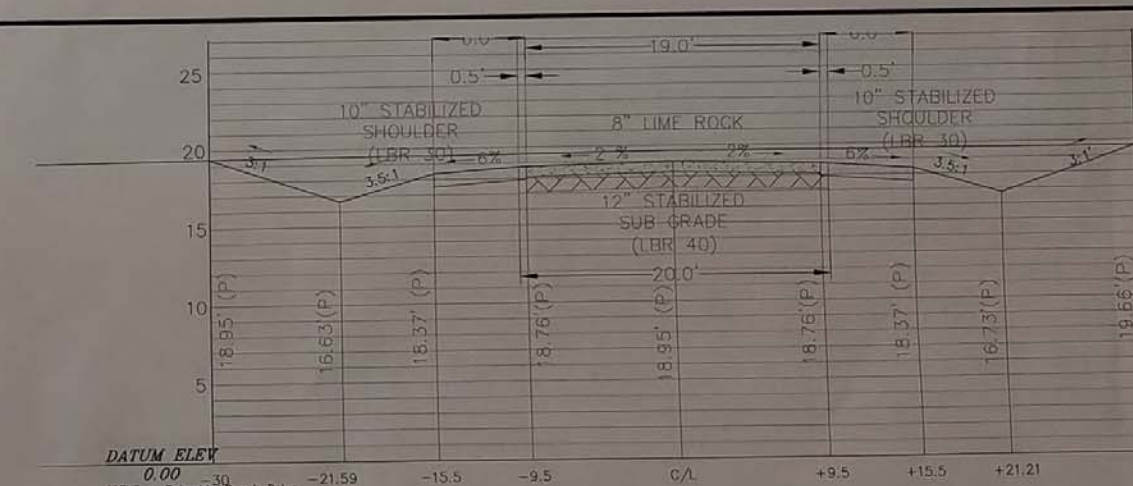
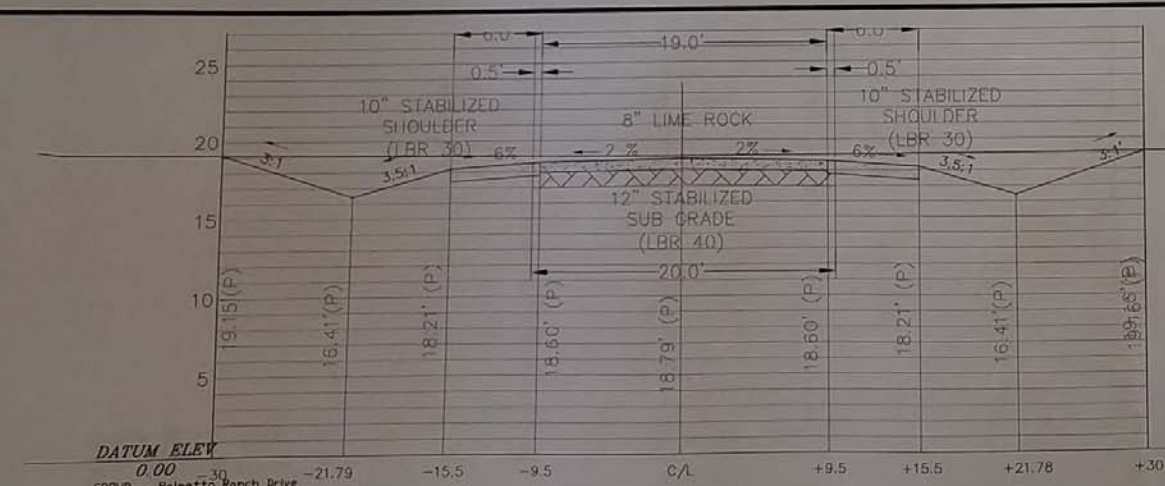
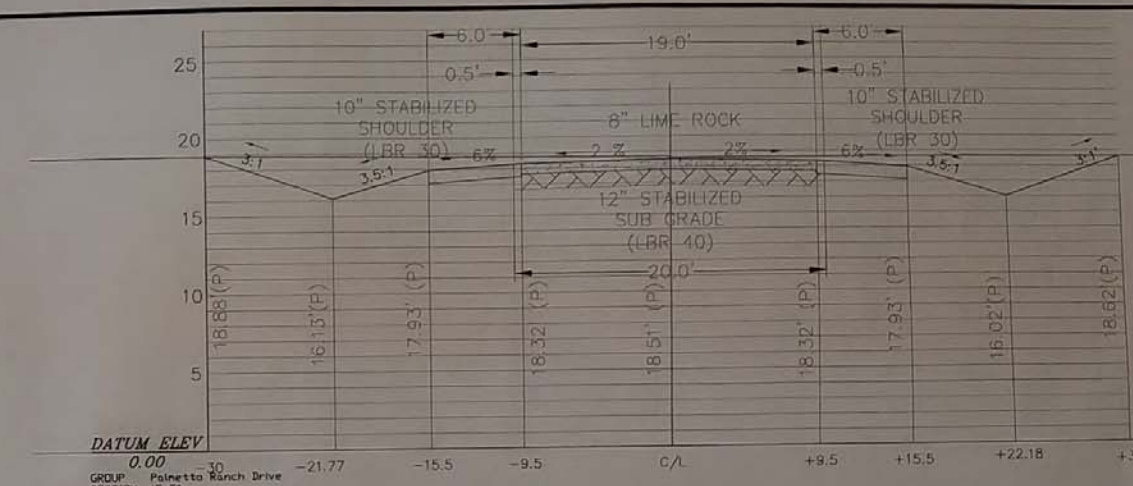
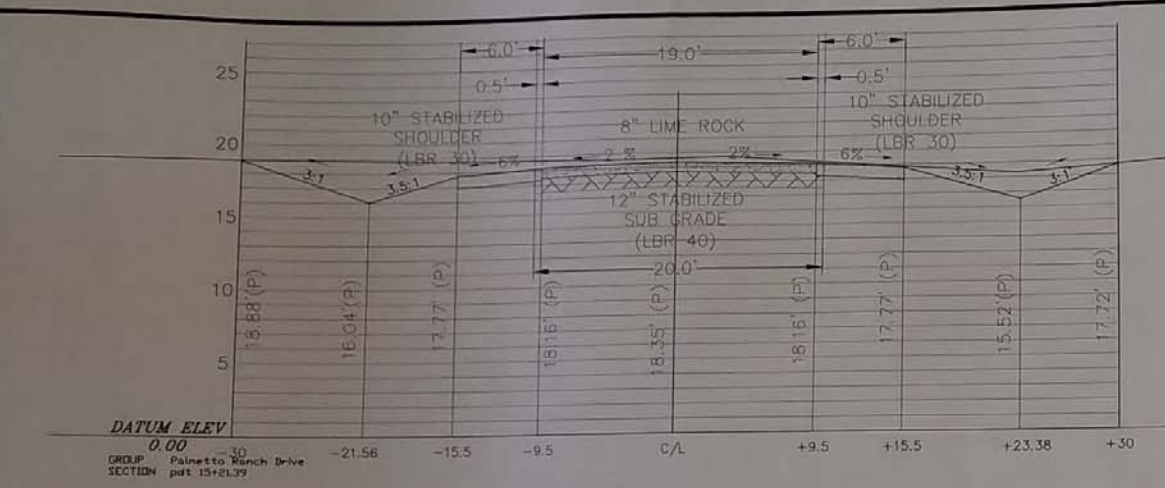
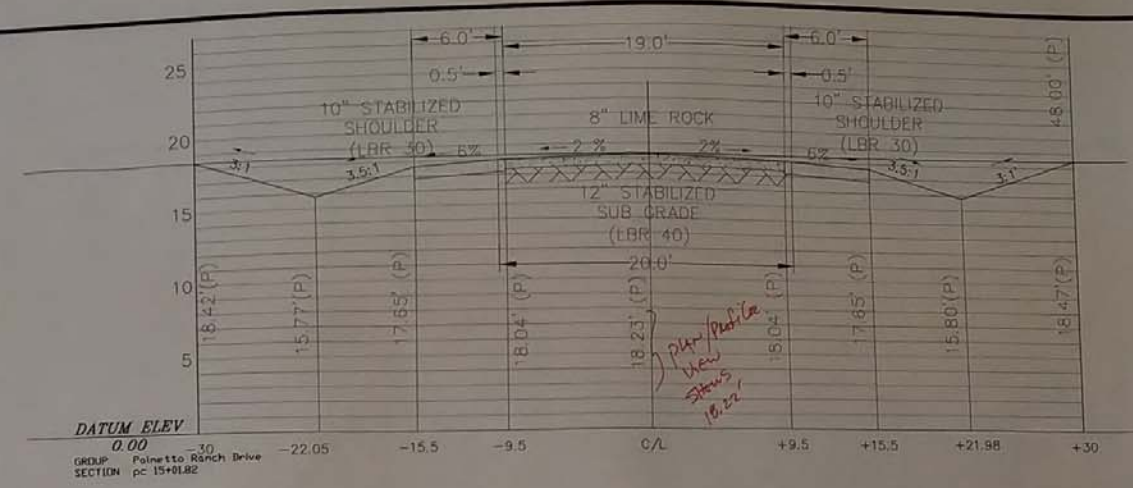
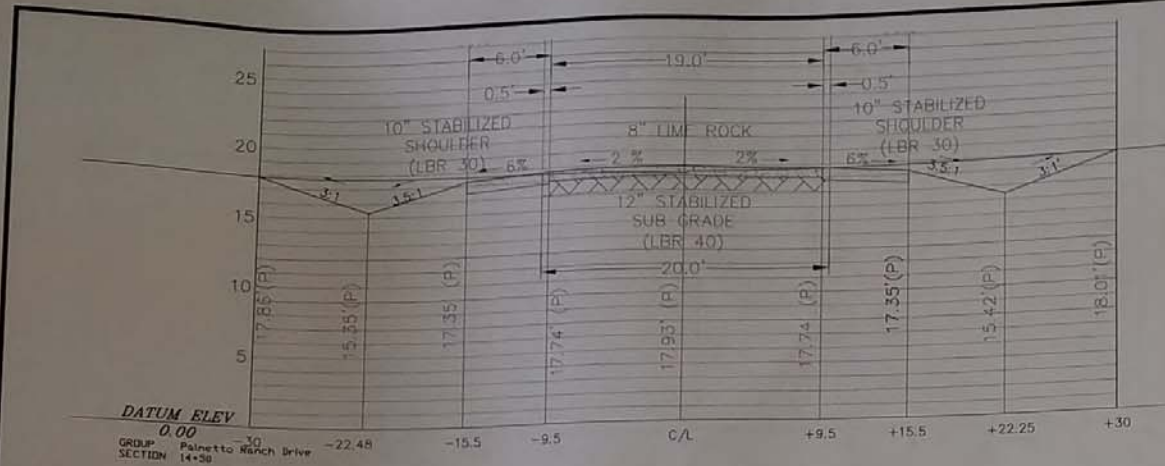
TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	DELTA PROJECT NO.
N/A	TAYLOR	16-005-41

**PALMETTO RANCH DRIVE  
CROSS SECTIONS**

THIS IS SHEET 9 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.





REV	DATE	DESCRIPTION	BY
1	4/20/18	REVISED CROSS SECTION PROFILE	LBR
2	5/2/18	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LBR
3	6/26/18	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LBR

PREPARED BY:

**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.

4110 MAY POB ROAD, GREENVILLE, FL 32331  
NORTH FLORIDA SOUTH GEORGIA  
PHONE (904) 244-1449 [www.deltapl.com](http://www.deltapl.com)

CERTIFICATE OF AUTHORIZATION NUMBER LB 7229

PROFESSIONAL ENGINEER OF RECORD:

Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO. 63178

TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL

COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

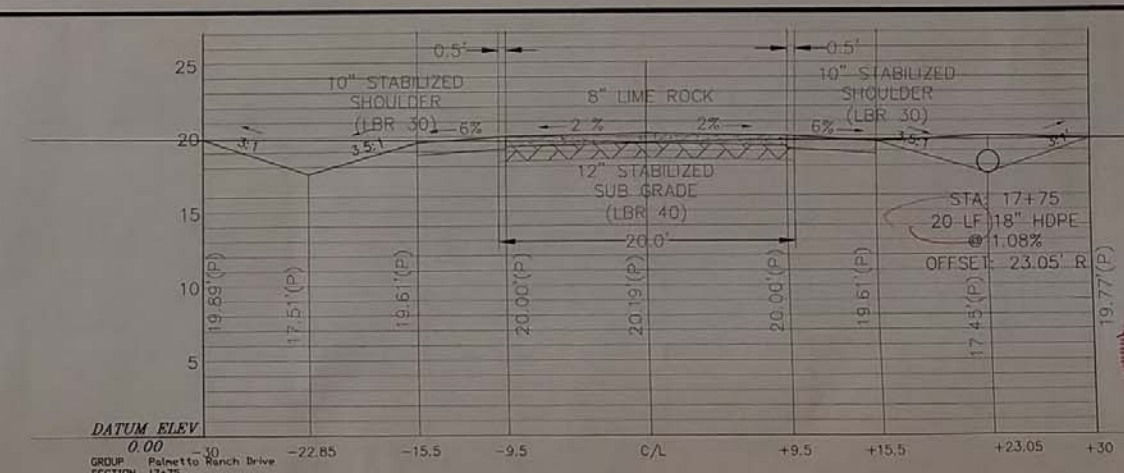
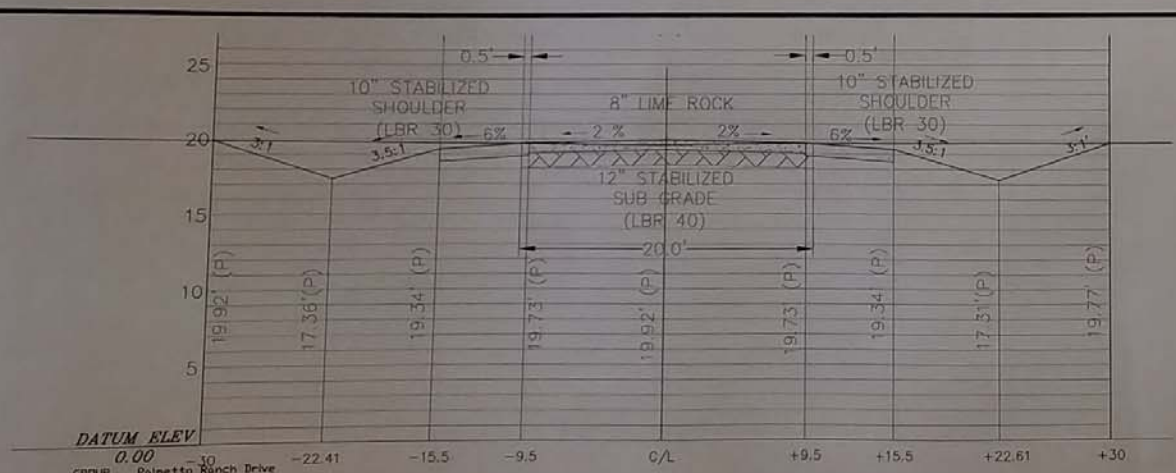
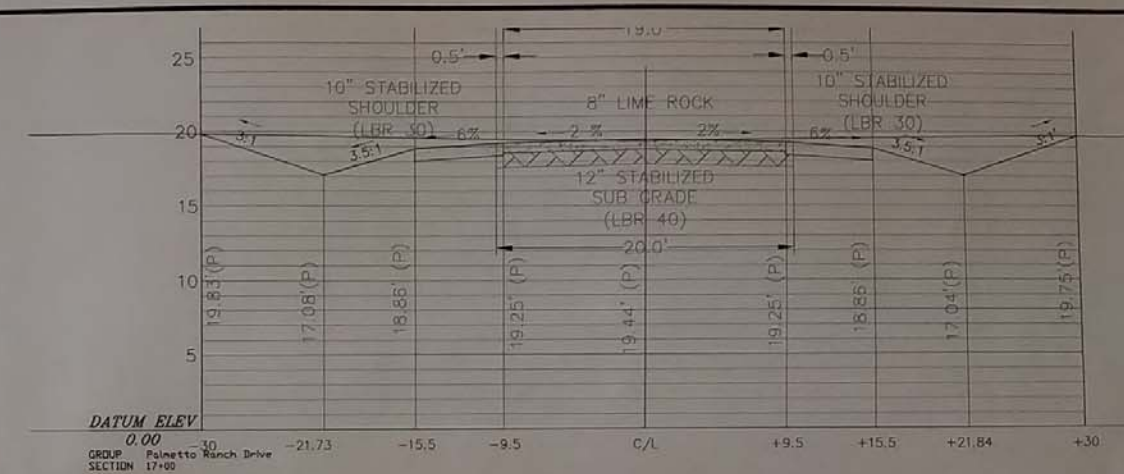
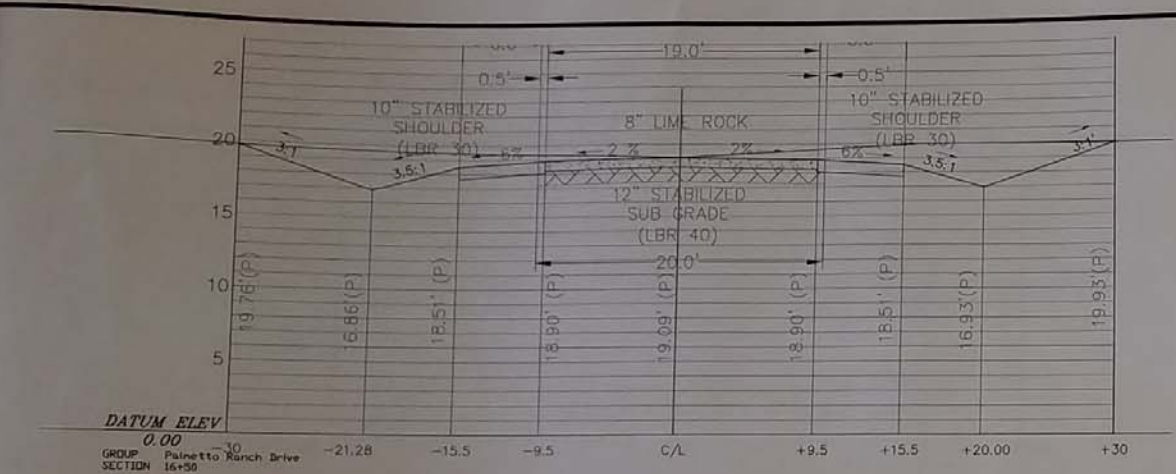
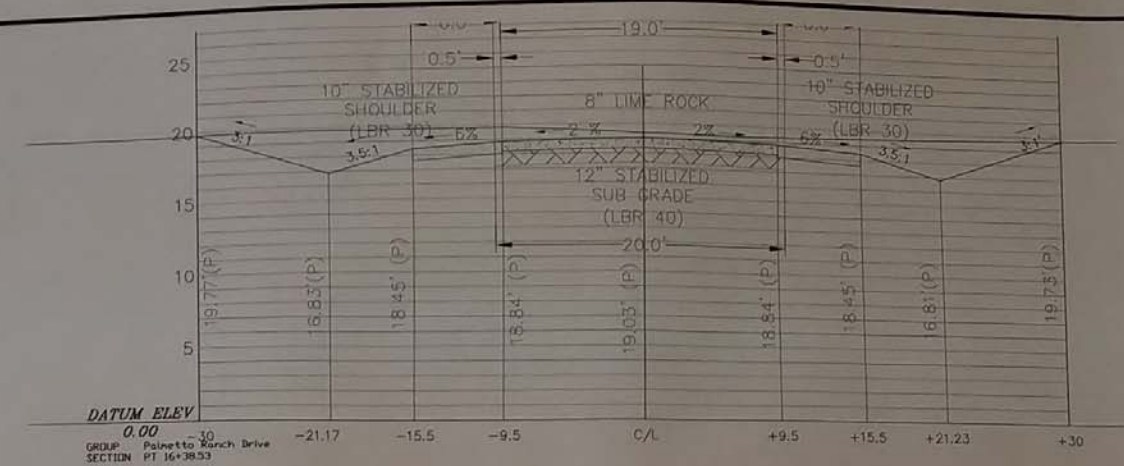
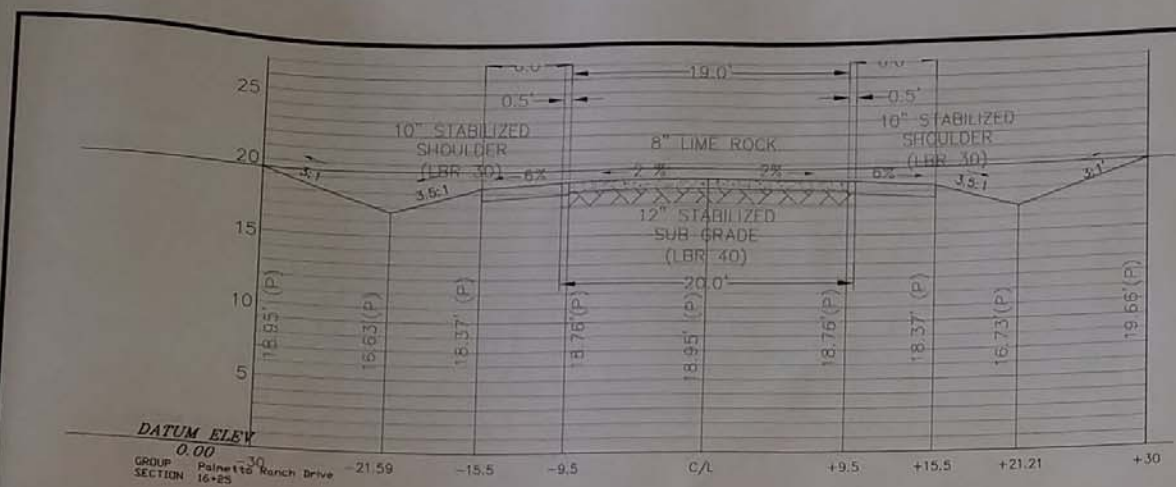
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ROAD NO.	COUNTY	DELTA PROJECT NO.
????????	TAYLOR	16-005-41

**PALMETTO RANCH DRIVE  
CROSS SECTIONS**

THIS IS SHEET 10 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.





NO.	DATE	REVISIONS	BY
1	4/20/18	REVISED CROSS SECTION PROFILE	LDG
2	12/7/18	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LDG
3	6/8/19	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LDG

PREPARED BY:  
**DELTA**  
PROFESSIONAL LAND  
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4510 MAY POE ROAD GREENVILLE, FL 32337  
NORTH FLORIDA SOUTH GEORGIA  
PH: (904) 564-2949 www.deltalandservices.com

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269 NE Ridge Loop  
Madison FL 32340  
PHONE (850) 971-7864  
FLORIDA REG. NO. 63178

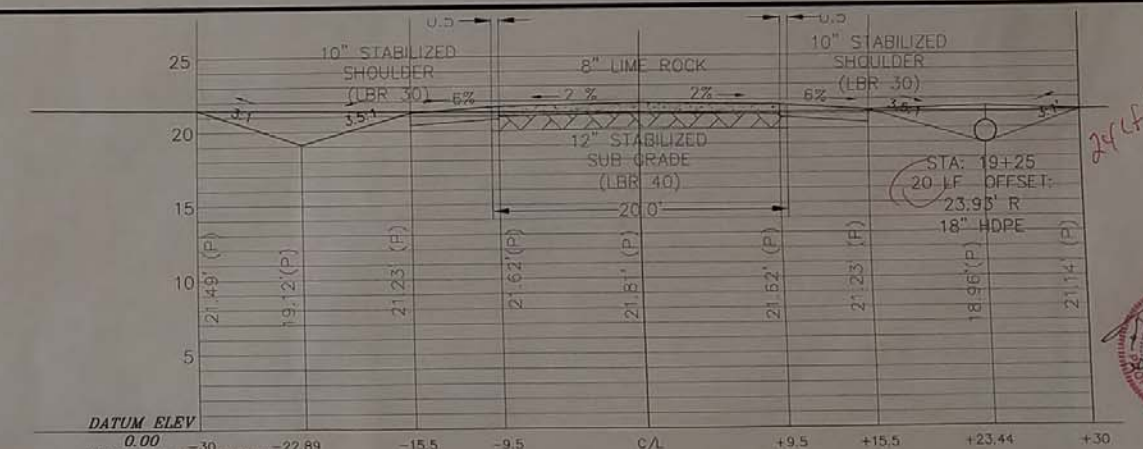
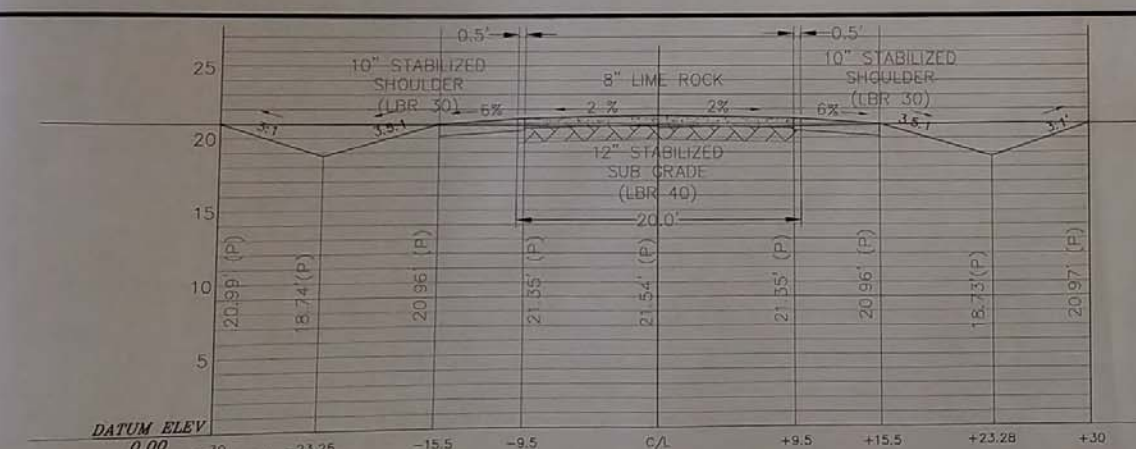
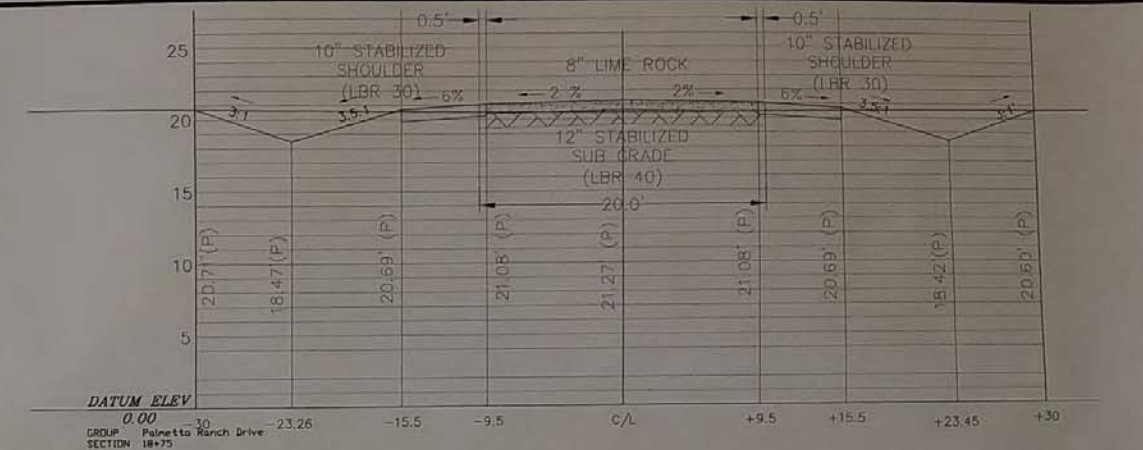
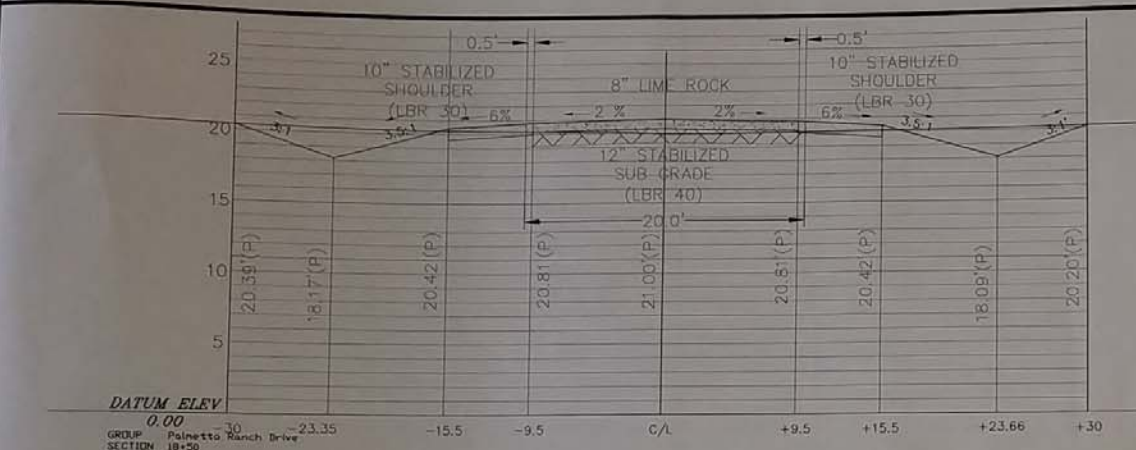
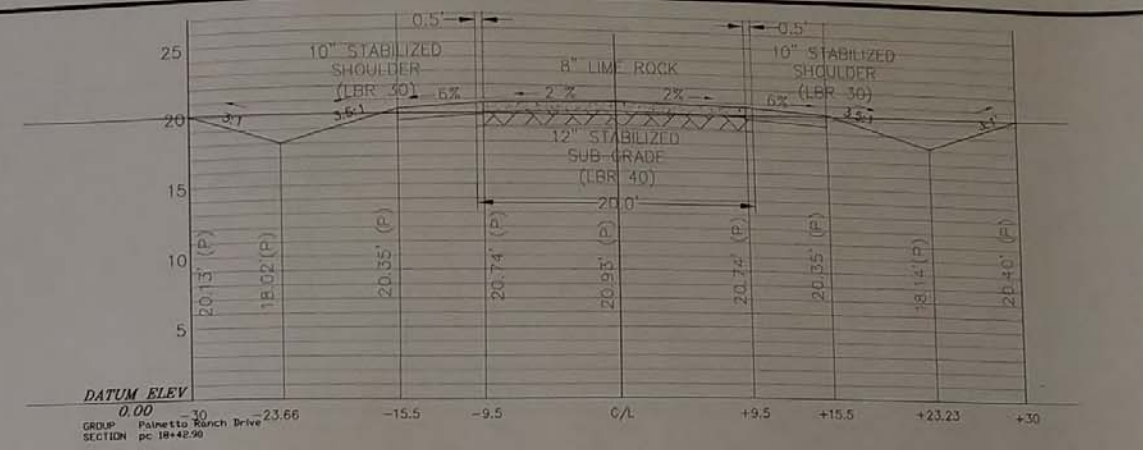
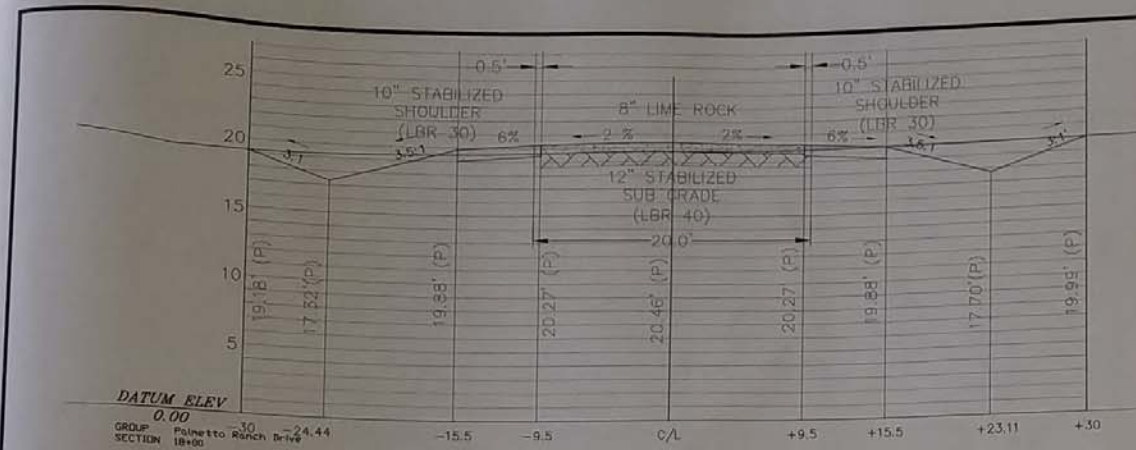
TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL  
COUNTY ENGINEER  
DATE

TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
ROAD NO. COUNTY DELTA PROJECT NO.  
???????? TAYLOR 16-005-41

**PALMETTO RANCH DRIVE  
CROSS SECTIONS**

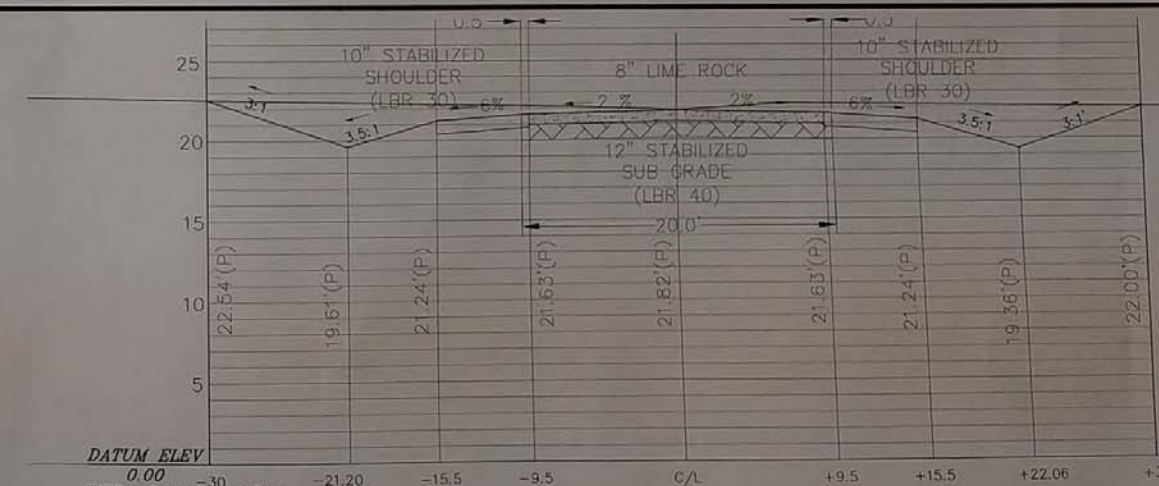
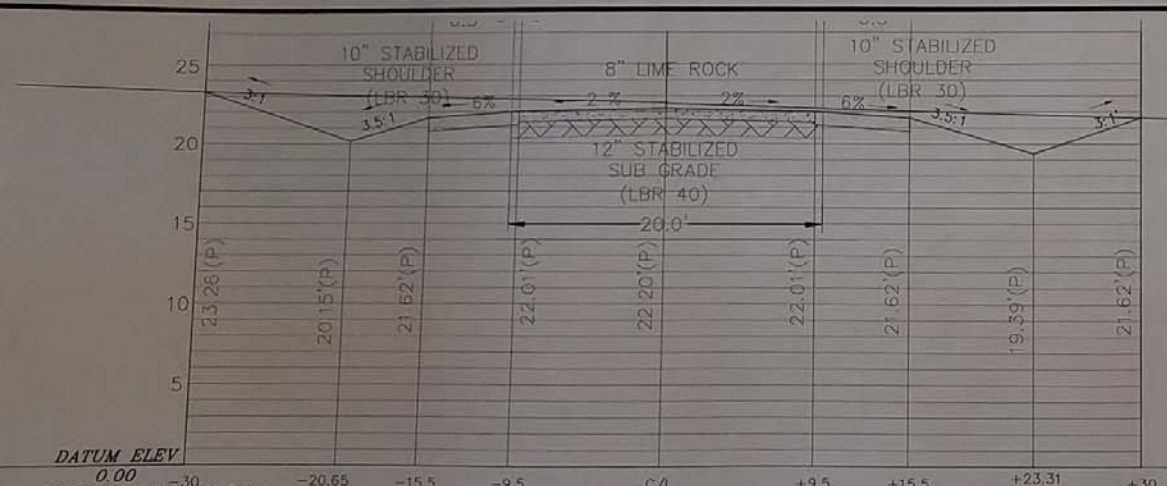
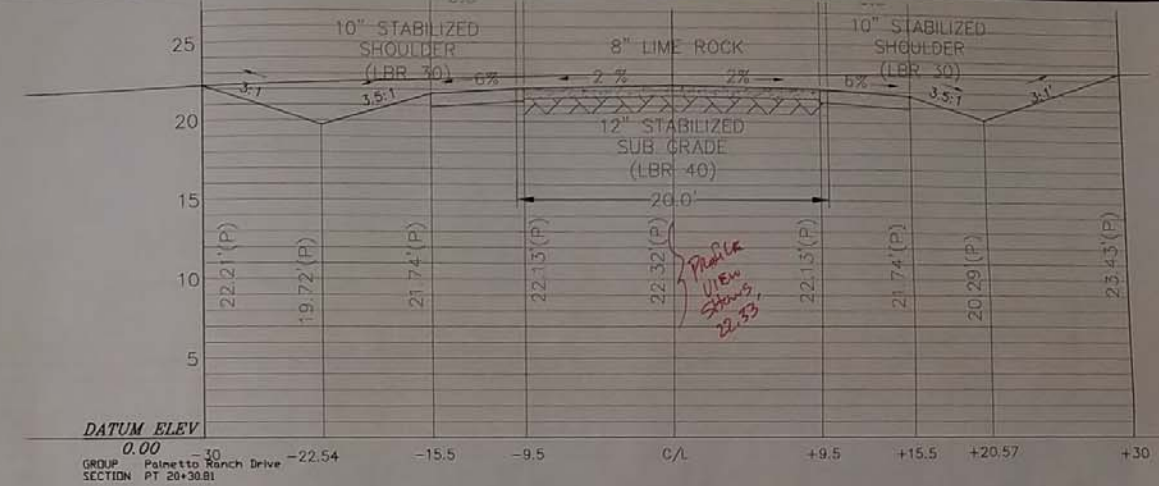
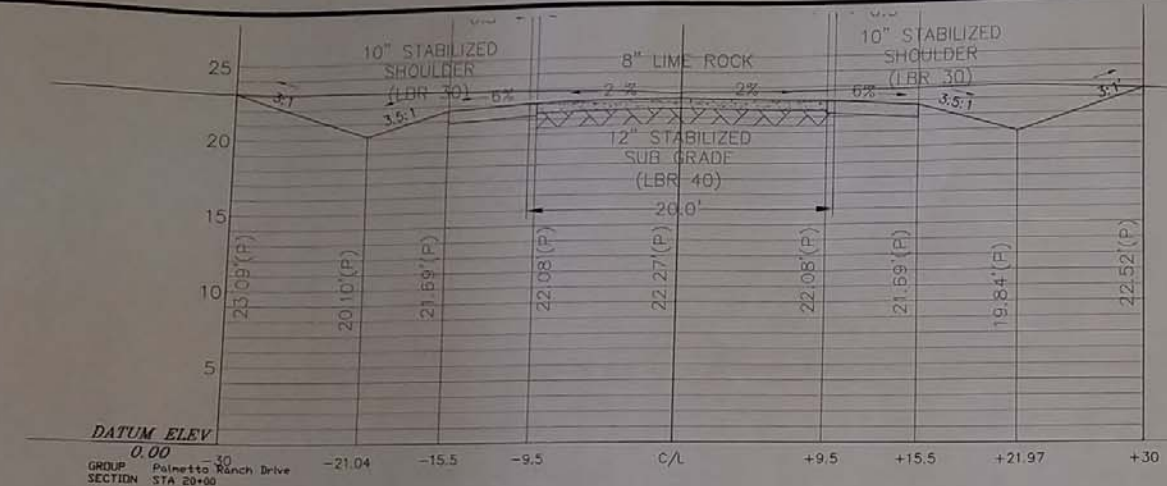
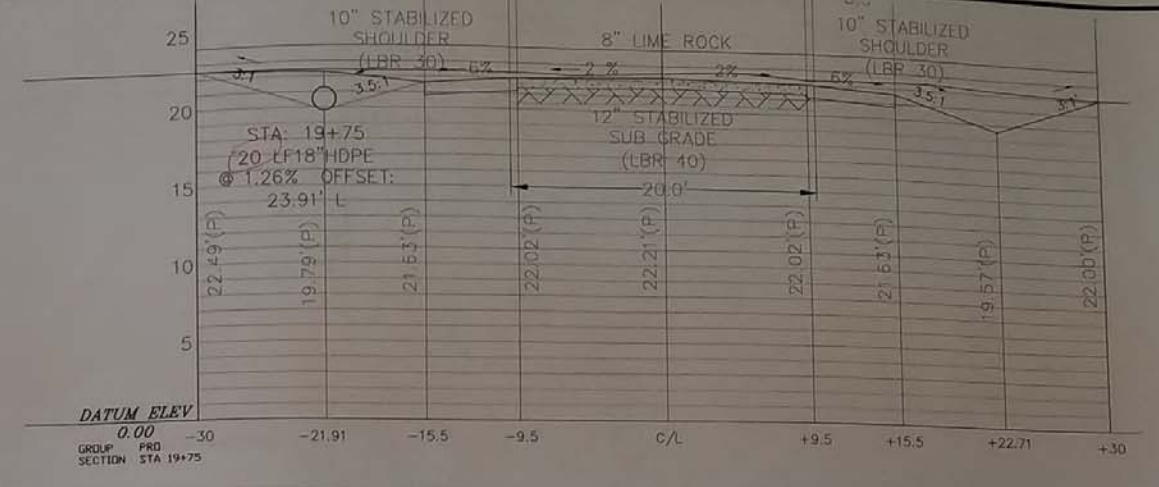
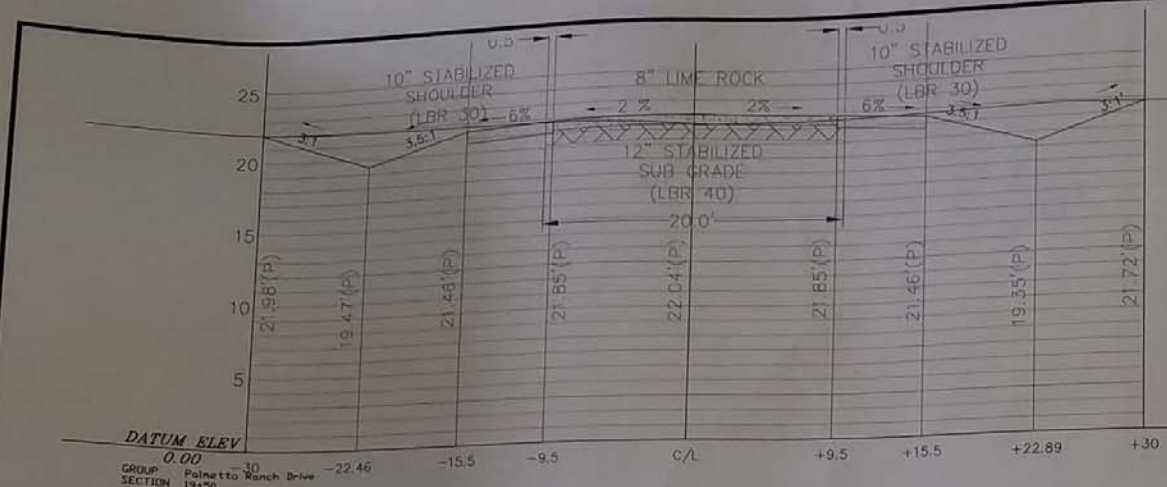
THIS IS SHEET 11 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.





<b>REVISIONS</b> 1. 2/10/18 REVISIONS TO SECTION 18+00 2. 1/22/19 REVISIONS TO SECTION 18+00 3. 1/22/19 REVISIONS TO SECTION 18+00		<b>PREPARED BY:</b> <b>DELTA</b> <b>PROFESSIONAL LAND</b> <b>SERVICES, LLC.</b> 4310 MAY POE ROAD GREENVILLE, FL 32303 NORTH FLORIDA SOUTH FLORIDA PHONE: (850) 544-2848		<b>PROFESSIONAL ENGINEER OF RECORD:</b> Thomas B. Whitman P.E. 289 NE Ridge Loop Madison FL 32340 PHONE: (850) 973-7864 FLORIDA REG. NO. 63178		<b>TAYLOR COUNTY</b> <b>CONSTRUCTION PLAN APPROVAL</b> COUNTY ENGINEER _____ DATE _____ FILE NO. _____		<b>TAYLOR COUNTY</b> <b>BOARD OF COUNTY COMMISSIONERS</b> BOARD NO. _____ COUNTY TAYLOR DELTA PROJECT NO. 16-005-41		<b>PALMETTO RANCH DRIVE</b> <b>CROSS SECTIONS</b>		THIS IS SHEET 12 OF 18 NO SHEET SHOULD BE CONSIDERED COMPLETE WITHOUT ALL 18 SHEETS.	
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NO.	DATE	DESCRIPTION	BY
1	4/10/09	DESIGNED CROSS SECTION PROFILE	LBR
2	5/7/19	REVIEWED PER TAYLOR COUNTY ENGINEER REVIEW	LBR
3	4/18/19	DESIGNED PER TAYLOR COUNTY ENGINEER REVIEW	LBR

**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.  
4510 MAY POPE ROAD GREENVILLE, FL 32331  
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Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO. 63178

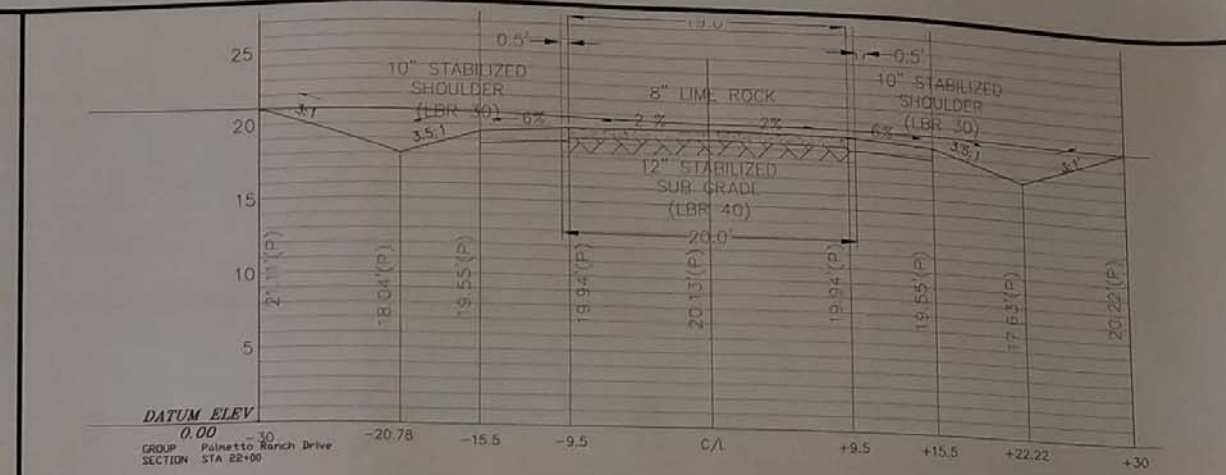
TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL  
COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
FILE NO. \_\_\_\_\_

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS		
ROAD NO.	COUNTY	DELTA PROJECT NO.
????????	TAYLOR	16-005-41

## PALMETTO RANCH DRIVE CROSS SECTIONS

THIS IS SHEET 13 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.





REVISIONS		
NO.	DATE	DESCRIPTION
1	8/10/18	REMOVED CROSS STREET PROFILE
2	1/27/19	REMOVED PER TAYLOR COUNTY ENGINEER REVIEW
3	4/28/19	REMOVED PER TAYLOR COUNTY ENGINEER REVIEW



**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.  
4510 MAY POE ROAD GREENVILLE, FL 32331  
NORTH FLORIDA SOUTH GEORGIA  
PHONE (850)524-2849 [delta-land@comcast.net](mailto:delta-land@comcast.net)  
STATE OF AUTHORIZATION NUMBER: LB-7738

PROFESSIONAL ENGINEER OF RECORD  
Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO 63178

TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL

COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

FILE NO. \_\_\_\_\_

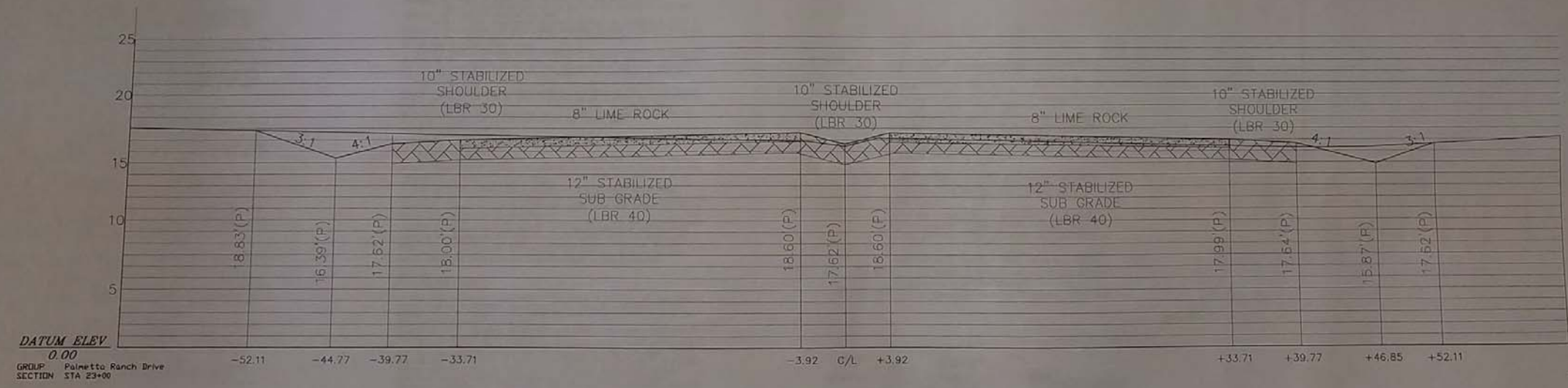
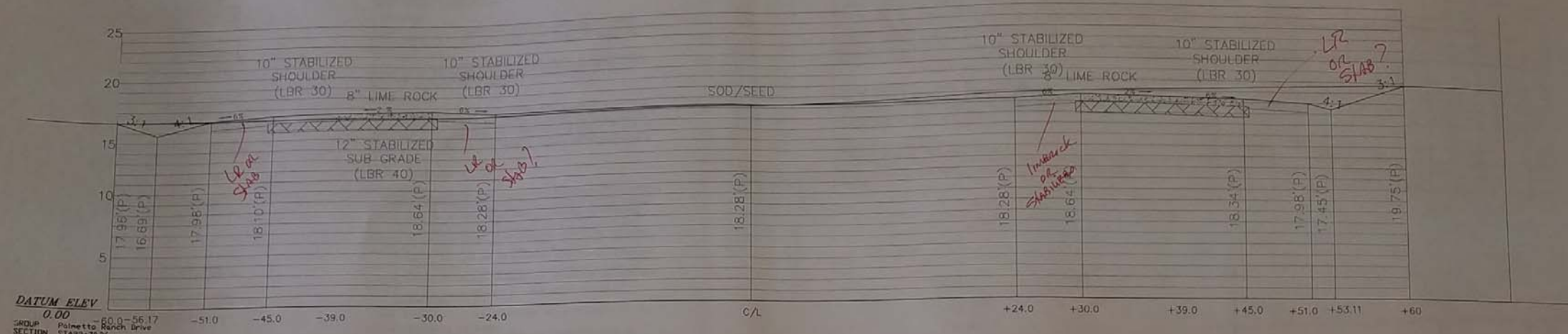
TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	DELTA PROJECT NO.
????????	TAYLOR	16-005-41

## PALMETTO RANCH DRIVE CROSS SECTIONS

THIS IS SHEET 14 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.





<b>DELTA PROFESSIONAL LAND SERVICES, LLC.</b> 4510 MAY POB ROAD GREENVILLE, IL 32331 NORTH FLORIDA SOUTH GEORGIA PHONE: (850) 524-2849		<b>TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS</b> ROAD NO. N/A COUNTY TAYLOR DELTA PROJECT NO. 16-005-41		<b>PALMETTO RANCH DRIVE CROSS SECTIONS</b>		THIS IS SHEET 15 OF 18 NO SHEET SHOULD BE CONSIDERED COMPLETE WITHOUT ALL 18 SHEETS.	
PREPARED BY: Thomas B. Whitman P.E. 269 NE Ridge Loop Madison FL 32340 PHONE (850) 973-7864 FLORIDA REG. NO. 63178	TAYLOR COUNTY CONSTRUCTION PLAN APPROVAL COUNTY ENGINEER DATE						
REVISIONS: 1. 8/10/18 REVISED CROSS SECTION PROFILE 2. 1/25/19 REVISED PER TAYLOR COUNTY ENGINEER REVIEW 3. 6/28/19 REVISED PER TAYLOR COUNTY ENGINEER REVIEW							



# CONSTRUCTION ACTIVITY QUALITY CONTROL AND INSPECTION PLAN

## INTRODUCTION

This Construction Activity Plan (Plan) is prepared for the Palmetto Ranches Subdivision to provide erosion and sediment control best management practices during construction and to ensure that the berms are safe and stabilized, post final stabilization of the basin.

## SITE DESCRIPTION AND PLAN

Palmetto Ranches Subdivision is a eight (8) lot subdivision located in Section 3, Township 7 South, Range 7 East, Taylor County Florida. The site approximately 40 acres in size. Palmetto Ranch Drive will be a 60 foot Line Road. Subdivided as described in the Taylor County Florida Engineering Department, located on the Beach Road.

1. General Site Information:  
a. The soils of the site, according to the Taylor County Florida Soil Survey, are primarily Ogea fine sand, moderately well drained, permeability, rapid throughout, slopes 0 to 5 percent and Ridgebrook fine sand, somewhat poorly drained soil, permeability, rapid throughout, 0 to 5 percent. The natural slope of the site is from the west to the east. Drainage of the site appears to be mainly via percolation into the soil.  
b. Permeability of these soils is classified as rapid throughout to very rapid with ability to infiltrate rainfall, the soils are estimated to have low erosion potential.  
c. On-site soil classification from the Taylor County Florida Soil Survey, No. 8. Seasonal high water determined by Delta Professional Land Services, LLC.  
d. No water bodies found on the site.  
e. The existing land use is as Agricultural Rural Residential.  
f. There are no existing impervious surfaces, wetland or other surface waters.  
g. In the area where the construction will take place, the runoff from the stormwater flow system will be maintained. Runoff from the road will discharge into the ditches and percolate into the underlying sand and limestone.

2. Water Quality Analysis:  
None required.  
3. Water Quantity Analysis:  
None required.  
4. Floodplain Analysis:  
Property is located in Federal Flood Zone "X" area determined to be outside the 0.2% annual chance flood plane, as interpolated from Federal Insurance Rate Map. Panel Number 12120C001 D, effective date May 04, 2009.  
5. Construction Plans:  
The total number of units, units per acre, gross density and impervious surface ratio (ISR) This property is zoned Agricultural, Rural Residential. There is planned for approximately 8 Five Acres minimum parcels in this development. The road will be constructed according to the Taylor County Code of Ordinance, Typical Limerock Roadway Section Figure A-01.03 C-1 standards.

6. Construction Schedule and Techniques:  
The construction plans for road prepared by a Lanthi Walker, Professional Engineer (Florida Reg. No. 65717). A bond in the anticipated amount of the road construction costs has been posted with the Supervisor of the Water Management District (SWMD) as part of the Environmental Resource Permit (ERP) process. The road will be constructed in the County, the developer will provide maintenance of the road for a 2-year period after the completion and approval of construction as required by the SWMD's ERP.

7. Operation and Maintenance and Legal Documentation:  
a. The Palmetto Ranches Home Owners' Association, Inc. will maintain and the Required maintenance will include:  
1. Mowing and removal of grass clippings on an average of 3 times per year.  
2. Aeration, tillage, or replacement of topsoil as needed to restore the percolation capability of the system. If tillage or replacement of the topsoil is utilized, vegetation must be reestablished within 60 days of disturbance of the topsoil.  
3. Clear or clean the inflow/outflow structures.  
4. Remove nuisance and excess vegetation from surface water/storm water features.  
5. Repair eroded slopes.  
6. Do not fill surface water/storm water features with dirt or other debris, as this will reduce the size of the surface water/storm water system. Any reduction in treatment volume will interfere with the system's ability to hold surface water/storm water runoff.  
b. The Palmetto Ranches Home Owners' Association will establish a special assessment as set forth in the Restrictions for the subdivision providing for Development Regulations.  
c. There are no Conservation Easements. Any restrictions shall be submitted with the final development plan for recording. There will be additional restrictions filed along with the final plan.  
d. A Non-Exclusive Easement for Ingress and Egress will be given by the Owners.  
e. The Taylor County Public Health Department does not pre-approve permits. A Surface Water Retention Permit will be obtained from the Supervisor of the Water Management District. This permit will be the basis for the design of the road drainage system and storm water retention.  
f. A Boundary Survey with Legal Description is Included.

8. Water Use:  
Potable water will be supplied by Private Wells, and septic system permits will be applied for on an individual lot system. The Taylor County Public Health Department does not pre-approve permits.  
The slopes of the berms will be stabilized with temporary seed and mulch within 24 hours following excavation. Soil will be installed on slopes 3:1. The soil will be pinned where the slope is 2:1.

The Construction Contractor will inspect the site every other day during the construction process and prepare field reports. Any areas with deficiencies will be brought to the immediate attention of the owner/contractor for corrective action.

Stabilization -Existing site vegetation (grass and trees) will be maintained during construction to the fullest extent possible. Fill sections will be mechanically compacted in 6" to 8" lifts with equipment or hand tamp. All steep slopes will be stabilized with sod or geotextile fabric immediately following completion of construction.

Any graded areas where work will not occur for 3 days will be temporarily seeded and mulched to minimize erosion. Temporary seed shall be brown top millet or annual rye applied at a rate of 20 lbs./acre. Mulch will be cut hay or other suitable ground cover to minimize erosion and will be cut in with a light harrow. All barriers will be checked within 24 hours following rainfall events of 1 inch or more and of least weekly. Any identified deficiencies will be corrected within 24 hours. Sediment shall be removed from the bottom when the deposits reach 6 inches in accumulated depth.

Graded areas that will be grazed open space at completion of construction will be seeded and mulched or planted with sod or vegetative cover as soon as practical after clearing provided that on going construction activity will not damage the plantings. Permanent seed shall be Bahia applied at a rate of 80 lbs./acre.

Silt stockpiles shall be a maximum of 8 feet high with side slopes no steeper than 2:1. They shall be located well away from the property lines. Steeply excavated slopes (2-3:1) shall be stabilized with geotextile or by profiling and on final cover within 24 hours of excavation.

3. DITCH COMPLETION  
The side slopes will be stabilized immediately following construction with temporary seed, sod, or riprap in areas where concentrated runoff enters the ditch. Following completion of construction and final stabilization, accumulated sediment will be removed from the bottom and side slopes fully stabilized. Post-construction, the slopes will be checked weekly and after each rainfall of greater than 1" to ensure no seepage, erosion or loss of stability is occurring until all earthwork is fully stabilized.

## 4. MAINTENANCE

All Best Management Practices utilized at the site during construction will be inspected daily to verify they are functioning and maintained as necessary to keep them fully functional. Any noted deficiencies shall be written down in a log used to track maintenance activity. Maintenance activity shall continue post construction until all earthwork is fully stabilized.

## 5. INSPECTIONS

All points of discharge, disturbed areas of the site, areas used for materials storage, controls and locations where vehicles enter the site will be inspected daily and within 24 hours following rainfall events of greater than 1.0 inches while construction is ongoing.

The purpose of the inspections will be to look for evidence of sediment being conveyed off site and that the berms are stable enough to control the materials behind them. These inspections shall continue post construction until the EOR advises that final stabilization is achieved.

## 6. PLAN REVISIONS

Based on the results of the inspections, adding BMPs, controls or measures to control the release of materials from the site will be required as necessary within 2 days. If additional controls or measures are needed they will be implemented within 7 days. If the existing BMPs and controls are not working or effective, the EOR will notify the owner that additional measures must be taken to ensure the safety and stability of the site. These additional measures will be implemented as soon as practical.

## SECTION 110 CLEARING AND GRUBBING

- 110-1 Description:  
Clear and grub within the areas of the roadway right-of-way and of borrow pits, sand-and-gravel material pits, lateral ditches, and any other areas shown in the Plans to be cleared and grubbed. Remove and dispose of all trees, stumps, roots and other such protruding objects, buildings, structures, appurtenances, and other facilities necessary to prepare the area for the proposed construction. Remove and dispose of all product and debris not required to be salvaged or not required to complete the construction. Also, perform certain miscellaneous work the Engineer considers necessary for the complete preparation of the overall project site, as follows:  
1. Plug any water walls that are encountered within the right-of-way and that are to be abandoned.  
2. Level the terrain outside the limits of construction for purposes of facilitating maintenance and other post-construction operations in accordance with 110-10.3.  
3. Trim trees and shrubs within the project right-of-way that are identified in the Contract Documents.  
Meet the requirements for such miscellaneous work as specified in 110-10.

- 110-2 Standard Clearing and Grubbing:  
110-2.1 Work Included: Completely remove and dispose of all buildings, timber, brush, stumps, roots, rubbish, debris, and all other obstructions existing on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed and for which other items of the Contract Documents do not provide for removal, including septic tanks, building foundations, and piles.  
Perform Standard Clearing and Grubbing within the following areas:  
1. All areas to be excavated to be in place, including borrow pits, lateral ditches, right-of-way ditches, etc.  
2. All areas where roadway embankments will be constructed.  
3. All areas where structures will be constructed, including pipe culverts and other pipe lines.

- 110-2.2 Depths of Removal of Roots, Stumps, and Other Debris: In all areas where excavation is to be performed, or roadway embankments are to be constructed, remove roots and other debris to a depth of 12 inches below the ground surface. Remove roots and other debris from all excavated material to be used in the construction of roadway or roadway base. Pile the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches. Completely remove and dispose of all stumps within the roadway right-of-way.

- Remove all roots, etc., protruding through or appearing on the surface of the completed excavation within the roadway area and for structures, to a depth of at least 12 inches below the finished excavation surface.

- Remove or cut off all stumps, roots, etc., below the surface of the completed excavation in borrow pits, material pits, and lateral ditches.

- Within all other areas where Standard Clearing and Grubbing is to be performed remove roots and other debris protruding through or appearing on the surface of the original ground to a depth of 12 inches below the surface, but do not plow or harrow these areas.

- 110-2.3 Trees to Remain: As an exception to the above provisions, where so directed by the Engineer, trim, protect, and leave standing desirable trees within the roadway area. Trim branches of trees extending over the area occupied by the roadway as directed, to give a clear height of 16 feet above the roadway.

- 110-2.4 Boulders: Remove any boulders encountered in the roadway excavation (other than as permitted under the provisions of 110-2.2) or found on the surface of the ground. When approved by the Engineer, place boulders in neat piles inside the right of way. The Contractor may stockpile boulders encountered in Department-furnished borrow areas, which are not suitable for use in the embankment construction, within the borrow area.

- 110-3 Disposal of Materials:  
110-3.1 General: Other stock materials designated to remain on the property of the owner in neat piles within the right-of-way or load onto the Department's vehicles.

- Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Local, State and Federal regulations. Do not block waterways by the disposal of debris.

- 110-3.2 Burning Debris: Where burning of such materials is permitted, perform all such burning in accordance with the applicable laws, ordinances, and regulations. Perform all burning of locations where trees and shrubs adjacent to the cleared area will not be harmed.

- 110-3.3 Timber and Crops: The Contractor may sell any merchantable timber, fruit trees, and crops that are cleared under the operations of clearing and grubbing for his own benefit, subject to the provisions of 7-1.2, which may require that the timber, fruit trees, or crops be burned off or near the site of their removal, as directed by the Engineer. The Contractor is liable for any claims which may arise pursuant to the provisions of this Subarticle.

## SECTION 110 CLEARING AND GRUBBING

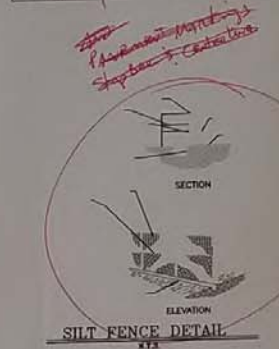
- 110-10.2 Landscape Areas: When certain areas of the right-of-way, outside of the limits of construction, are shown in the Plans or designated by the Engineer to be landscaped, either under the construction Contract or of a later time, remove undesirable trees, stumps, undergrowth, and vegetation, as directed, and preserve and trim natural growth and trees as directed by the Engineer.

- 110-10.3 Leveling Terrain: Within the areas between the limits of construction and the outer limits of clearing and grubbing, fill all holes and other depressions, and cut down all mounds and ridges, leave the area a sufficient uniform contour so that the Department's subsequent mowing and cutting operations are not hindered by irregularity of terrain. Perform this work regardless of whether the irregularities were the result of construction operations or existed originally.

# CONSTRUCTION SCHEDULE

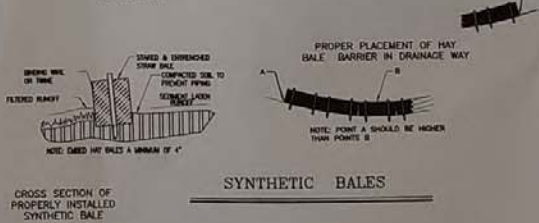
STARTING AND ENDING  
Starting within 30 days from final approval

	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Post all applicable permit placards. The permit placards shall not be nailed to trees.													
Construct, install and operate the approved Maintenance of Traffic.													
Flag or block the proposed limits of clearing prior to demolition commencement.													
Construct tree barricades or fences around protected trees in the vicinity of any vehicular traffic or proposed construction areas.													
Designate employee parking areas, materials storage areas, and topsoil storage areas.													
Designate employee parking areas, materials storage areas, and topsoil storage areas.													
Designate refueling areas away from the water bodies or watercourses on-site.													
Designate refueling areas away from the water bodies or watercourses on-site.													
INSPECTION SCHEDULE (24 Hour Notice)													
Secure approval to proceed after Subgrade													
Secure approval to proceed after Limerock base													
Secure approval to commence after seeding and mulching													
Secure approval to proceed after installing Singing													
Secure approval after final clean up													
Construct roadway subgrade													
Construct limerock pavement layer(s).													
Install signs, <i>Debris Lanes, SFR, TAPS, etc.</i>													
Cleanup													



## EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR EROSION AND SEDIMENTATION CONTROL DURING ALL PHASES OF CONSTRUCTION.
2. ALL DISTURBED AREAS ARE TO BE GRADED SMOOTH, SEEDS, AND MULCHED.
3. ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS OR PROJECT SECOND LIMITS.
4. GENERAL PROTECTION - PROJECT PITS OR OTHER DEPRESSIONS AND OFF-SITE DITCHES SHALL BE PROTECTED DAILY FOR POSSIBLE TREATMENT WITH SOD OR TOPSOIL. OTHERWISE, THEY SHALL BE PROTECTED BY EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN ANY SEDIMENT LOADS OR PREVENT THE AREA OF THE PROJECT FROM BEING A SOURCE OF EROSION OR SEDIMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING EROSION CONTROL MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING EROSION CONTROL MEASURES.
5. SLOPE PROTECTION - ANY DISTURBED OR REMOVED SLOPES 1:3 OR STEEPER SHALL BE ADEQUATELY PROTECTED FROM EROSION THROUGH THE USE OF TEMPORARY SLOPE GRASS, TEMPORARY GRASSING, EROSION CONTROL MATS, OR OTHER MEASURES. EROSION CONTROL MEASURES SHALL NOT BE LEFT UNMAINTAINED MORE THAN 24 HOURS OR DURING RAINFALL EVENTS.
6. BAY BALES - THESE SHALL BE PLACED AT THE BASE OF ANY SLOPE WHERE A RAINFALL EVENT COULD TRIGGER A SLOPE AND TRANSPORT SEDIMENTS OFF-SITE. BAY BALES SHALL BE DOUBLE STAKED IN ACCORDANCE WITH FDOT STANDARD DETAILS. IF EROSION DEPOSITS REACH THE TOP LENGTH OF EXISTING BALES, THEN THE SEDIMENTS MUST BE REMOVED. ANY DAMAGED OR INEFFECTIVE BALES ARE TO BE REPLACED WITH NEW BALES.
7. STOCKPILING MATERIALS - THIS MATERIAL SHALL NOT BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY CONES OR SYNTHETIC BAY BALES.
8. DAILY INSPECTION - ALL EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR. DEFICIENCIES SHALL BE NOTED AND CORRECTED.
9. ALL BAY BALES AND SILT FENCES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.



## SYNTHETIC BALES

NO.	DATE	REVISIONS	BY
1	4/10/2018	REVISED DRAINAGE PROFILE	EDW
2	1/10/2019	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	EDW
3	4/10/2019	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	EDW



**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.  
4518 MAINTENANCE ROAD GREENVILLE, FL 32321  
NORTH FLORIDA SOUTH GEORGIA  
PHONE: (850)584-2849 ldr@delta-pls.com

## PROFESSIONAL ENGINEER OF RECORD

Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Modesto FL 32340  
PHONE: (850) 973-7864  
FLORIDA REG. NO. 63178

## TAYLOR COUNTY CONSTRUCTION PLAN APPROVAL

COUNTY ENGINEER DATE

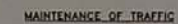
## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO. COUNTY DELTA PROJECT NO.  
N/A TAYLOR 16-005-41

# CONSTRUCTION SCHEDULE INSPECTION PLAN CLEARING AND GRUBBING EROSION CONTROL SILT FENCE DETAIL

THIS IS SHEET 16 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.





1. The Contractor shall be responsible for maintaining safe passage of traffic and protection of his work force throughout the project.
2. A maintenance of traffic plan shall be submitted by the Contractor in accordance with Part Six of the MUTCD and the FDOT Design Standards. Unless specifically authorized, the Contractor shall maintain at all times of least one way traffic with a minimum of a 10' (ft) wide lane and a minimum of 25 ft of clearance for the 10' wide lane per lane. The appropriate traffic control. Both lanes shall be opened to traffic during non-working hours.
3. Contractor is to check and maintain on or daily both all signs, flashing lights, striping and other items as required to conform with the maintenance of traffic plan.
4. Work zone traffic control shall adhere strictly to the requirements of FDOT Design Standards, Inter Series 600, the MUTCD and any specific instructions of the County. Noncompliance with these standards will serve as just cause for stopping work at no expense to the County.
5. The proposed sequence of operations and specific maintenance of traffic plans shall be reviewed and approved by the County Engineering Division prior to their implementation.
6. All above ground obstructions within the clear zone of temporary or permanent lanes shall be marked and protected in accordance with FDOT Standard Specifications or specific instructions of the County Engineering Division.
7. Temporary lanes shall be stabilized and suitable for all weather conditions.

30

REVISIONS			
NO	DATE	DESCRIPTION	BY
1	4/22/78	REVISED CROSS SECTION PROFILE	LOA
2	5/22/78	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LOA
3	4/25/79	REVISED PER TAYLOR COUNTY ENGINEER REVIEW	LOA



**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.  
4510 WAY POP ROAD GREENVILLE, FL 32331  
NORTH FLORIDA SOUTH GEORGIA  
ONE (850) 584-2840 [info@deltafourpoint.net](mailto:info@deltafourpoint.net)  
TE. OK. AUTHORIZATION NUMBER LB 7259

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739

PREPARED BY

PROFESSIONAL ENGINEER OF RECORD

Thomas B. Whitman P.E.  
269 NE Ridge Loop  
Madison FL 32340  
PHONE (850) 973-7864  
FLORIDA REG. NO 63178

TAYLOR COUNTY  
CONSTRUCTION PLAN APPROVAL

COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

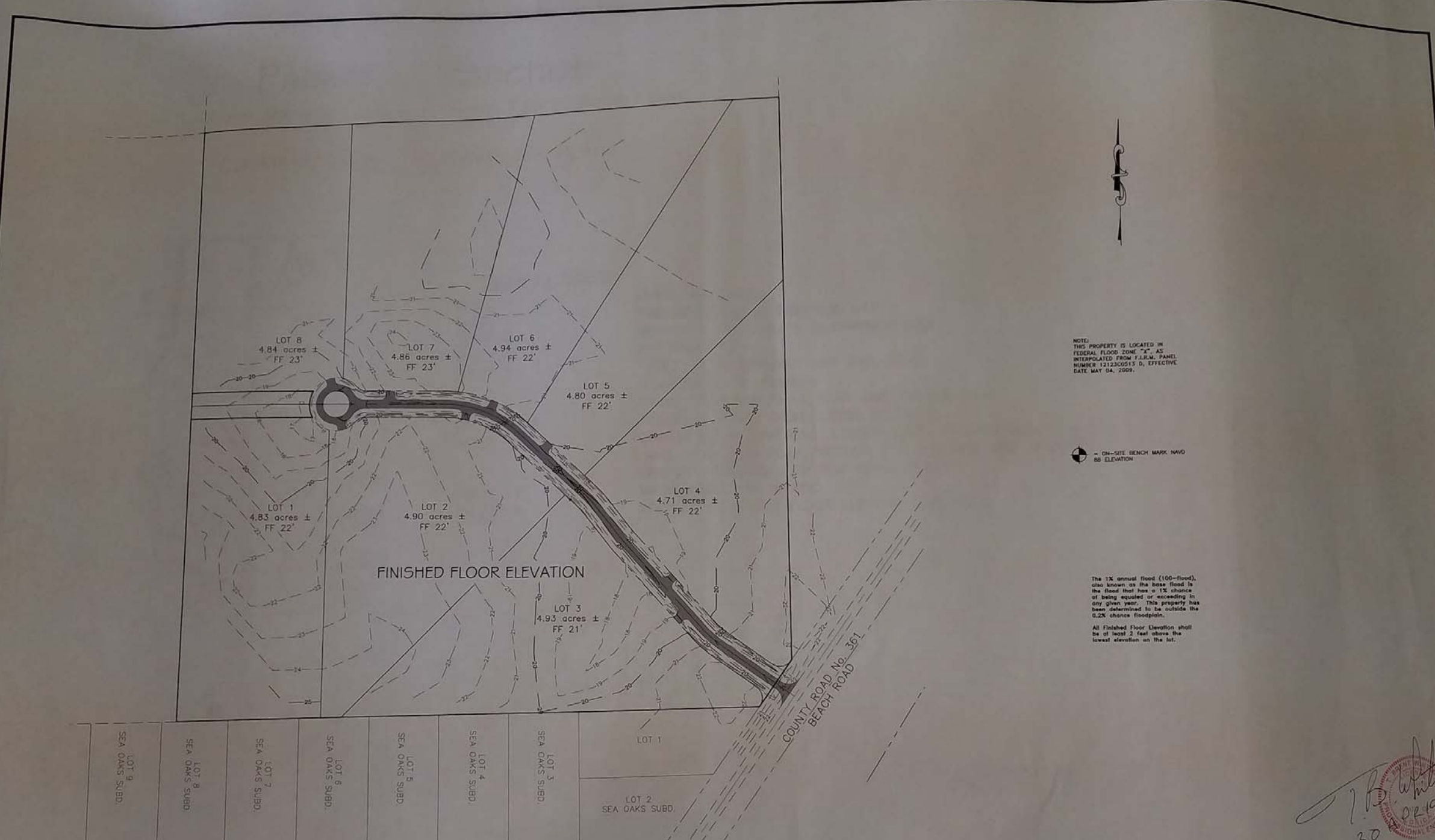
FILE NO. \_\_\_\_\_

TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	DELTA PROJECT NO.
N/A	TAYLOR	16-005-41

## MAINTENANCE OF TRAFFIC

THIS IS SHEET 17 OF 18  
NO SHEET SHOULD BE CONSIDERED  
COMPLETE WITHOUT ALL 18 SHEETS.



NOTE:  
THIS PROPERTY IS LOCATED IN  
FEDERAL FLOOD ZONE "A", AS  
INTERPOLATED FROM F.I.E.M. PANEL  
NUMBER 1212C0515 D, EFFECTIVE  
DATE MAY 04, 2009.

ON-SITE BENCH MARK NAVD  
88 ELEVATION

The 1% annual flood (100-year flood),  
also known as the base flood is  
the flood that has a 1% chance  
of being equaled or exceeded in  
any given year. This property has  
been determined to be outside the  
0.2% chance floodplain.

All Finished Floor Elevations shall  
be at least 2 feet above the  
lowest elevation on the lot.

*Handwritten signature*  
30  
Professional Engineer  
02-19

REVISIONS 1. 4/15/18 REVISED CIVIL DESIGN PROFILE 2. 4/15/18 REVISED FOR TAYLOR COUNTY ENGINEER REVIEW		PREPARED BY: <b>DELTA</b> PROFESSIONAL LAND SERVICES, LLC. 4510 MAY POE ROAD GREENVILLE, FL 32321 NORTH FLORIDA SOUTH GEORGIA PHONE: (850) 564-2843 info@delta-land.com	PROFESSIONAL ENGINEER OF RECORD: 	TAYLOR COUNTY CONSTRUCTION PLAN APPROVAL COUNTY ENGINEER: _____ DATE: _____ FILE NO.: _____	TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS ROAD NO. COUNTY DELTA PROJECT NO. ????????? TAYLOR 16-005-41	<b>FINISHED FLOOR ELEVATIONS</b>	THIS IS SHEET 18 OF 18 NO SHEET SHOULD BE CONSIDERED COMPLETE WITHOUT ALL 18 SHEETS.
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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF FEE SCHEDULE FOR ROLL-OFF SITE DISPOSAL, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

**MEETING DATE REQUESTED:**

6/18/2019

**Statement of Issue:** THE BOARD TO CONSIDER APPROVAL OF THE FEE SCHEDULE FOR ROLL-OFF SITE DISPOSAL

**Recommended Action:** APPROVE

**Fiscal Impact:** THIS WILL HELP MANAGE TIPPING FEES, COST AND VOLUME, BY DECREASING EXPENDITURES IN DEPARTMENT

**Budgeted Expense:** PRINTING OF TRIPLICATE INVOICES

**Submitted By:** GARY WAMBOLT, ES DIRECTOR

**Contact:** 838-3533

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** TO CHARGE CITIZENS THAT DISPOSE OF ITEMS OTHER THAN HOUSEHOLD GARBAGE, AS REQUESTED BY COUNTY COMMISSIONERS. THIS IS DESIGNED SO THAT THE PERSON WHO GENERATES THE DEBRIS IS RESPONSIBLE FOR THE COST OF IT.

**Options:** APPROVE/NOT APPROVE

**Attachments:** SAMPLE INVOICE – draft of proposed invoice that will be in triplicate.



**TAYLOR COUNTY SOLID WASTE**  
INVOICE #SAMPLE

DATE: \_\_\_\_\_ SITE NAME: \_\_\_\_\_  
CUSTOMER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_ VEHICLE TAG NUMBER: \_\_\_\_\_  
ID OR DRIVER'S LICENSE NUMBER: \_\_\_\_\_

**RATE SCHEDULE FOR VEGETATIVE DEBRIS (\$4.90/cubic yard)**

Trailer – 8 feet	\$22.00
Trailer – 10 feet	\$28.00
Trailer – 12 feet	\$32.00
Trailer – 14 feet	\$38.00
Trailer – 16 feet	\$44.00

**RATE SCHEDULE FOR C&D DEBRIS (\$5.50/cubic yard)**

Trailer – 8 feet	\$24.00
Trailer – 10 feet	\$30.00
Trailer – 12 feet	\$37.00
Trailer – 14 feet	\$43.00
Trailer – 16 feet	\$49.00

**RATE SCHEDULE FOR TIRE AND BATTERIES**

Car & Pick-up truck tires	\$3.00 each	\$
Car & Pick-up tires with rims	\$4.00 each	\$
Truck tires	\$6.00 each	\$
Truck tires with rims	\$7.00 each	\$
Batteries	\$2.00 each	\$

**All quantities of material larger than those mentioned above, must be hauled to the landfill in Greenville. NO DUMP TRUCKS OR DUMP TRAILERS PERMITTED TO USE COUNTY ROLL-OFF COLLECTION SITES.**

TOTAL DUE: \$ \_\_\_\_\_  
ATTENDANT SIGNATURE: \_\_\_\_\_  
CUSTOMER SIGNATURE: \_\_\_\_\_

Please remit payment within 30 days in person at the office of the Taylor County Clerk of Court or by mailing a money order or cashier's check to ##### Green St., Perry, FL 32347.

White: Clerk\*Canary: Citizen\*Pink: File

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF THE DRAFT RESOLUTION SETTING THE FINE FOR VIOLATION OF THE RECREATIONAL VEHICLE (RV) DENSITY REGULATIONS OF SECTION 42-652(4)(E) OF THE CODE OF CODE OF ORDINANCES.

**MEETING DATE REQUESTED:**

JUNE 18, 2019

**Statement of Issue:** A DRAFT RESOLUTION PURSUANT TO SECTION 2-126 (C) OF THE CODE OF ORDINANCE WHICH PERMITS THE BOARD TO SET A FINE AMOUNT FOR VIOLATION OF THE CODE, AND SAID RESOLUTION SETTING THE FINE FOR VIOLATION OF THE DENSITY REGULATIONS OF SECTION 42-652 (4) (E) OF THE CODE OF ORDINANCES; SETTING AN EFFECTIVE DATE.

**Recommended Action:** CONSIDER APPROVAL/ADOPTION.

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** CONRAD BISHOP, COUNTY ATTORNEY

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** DRAFT RESOLUTION  
CORRESPONDENCE  
DEVELOPMENT CODE

**April 30, 2019**

**VIA FACSIMILE AND REGULAR MAIL**

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

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

**Mr. Danny Griner  
County Offices  
201 East Green Street  
Perry, Florida 32347**

**Re: Resolution on Fines**

**Dear Annie Mae, Lawanda and Danny:**

**Enclosed please find a draft Resolution for the setting of fines with regard to density (RV).**

**If this passes the Code Enforcement Officer needs to following the Violation Procedures closely.**

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

**Thank you and I hope you are doing fine.**

**Respectfully,**

**Conrad C. Bishop, Jr.**

**CCB/kp**

**enclosure**

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

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
TAYLOR COUNTY, FLORIDA, PURSUANT TO SECTION 2-126(C) OF THE  
CODE OF ORDINANCE WHICH PERMITS THE BOARD TO SET A FINE  
AMOUNT FOR VIOLATION OF THE CODE, AND SAID RESOLUTION  
SETTING THE FINE FOR VIOLATION OF THE DENSITY REGULATIONS  
OF SECTION 42-652(4)(E) OF THE CODE OF ORDINANCES; SETTING AN  
EFFECTIVE DATE**

**WHEREAS**, the Board of County Commissioners of Taylor County have been informed that there are numerous violations of Section 42-652(4) of the Code with regard to the Density Restrictions of said sections to-wit: RV's and pursuant to Section 2-126(c) the Board is authorized to set the fine for said violation.

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

Section 1. The fine for violation of Section 42-652(4)(e) of the Taylor County Code of Ordinances, a copy of which is attached and marked Exhibit "A" shall be \$ \_\_\_\_\_ for the first violation and \$ \_\_\_\_\_ for any subsequent violations.

Section 2. **EFFECTIVE DATE.** This Resolution shall be effective upon the date of passage.

**PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

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

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

**ATTEST:**

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



units per lot or parcel. The siting of recreational vehicles shall be prohibited on non-conforming lots or parcels as to size for residential use created after June 29, 1990. More than four recreational vehicles sited on a lot or parcel constitutes as recreational vehicle park as defined in F.S. § 513.01(10) and requires conformance with section 42-799 of the land development code and approval by the county planning board.

*Exception.* Lots or parcels which are non-conforming as to size for residential use, and which can be individually identified and described from documents recorded in the public records of the county on June 29, 1990, the date of adoption of the comprehensive plan, shall continue to be eligible for a maximum density of less than or equal to four recreational vehicles per one-half acre.

- e. In the Water Oriented Commercial (CWO) land use classification and all land use categories allowing residential densities greater than one unit per two acres, recreational vehicles conforming to subsection (c) and not sited within an approved recreational vehicle park shall not exceed one unit per 5,000 square feet.

*Exceptions:*

1. A recreational vehicle may be stored adjacent to a single-family dwelling inhabited by the owners of the recreational vehicle.
2. One additional recreational vehicle may be sited on any lot or parcel for the duration of scallop season each year.
3. As of January 18, 2011, any lot or parcel which presently contains a number of recreational vehicles which exceed the maximum density allowed by this

section will be allowed to retain its present recreational vehicle density. Any lot of parcel currently permitted for an RV power pole will be allowed two RV's per lot or parcel.

- f. In the Industrial (I), Aviation-Related Commercial (CAR) and Public (P) land use categories, recreational vehicles shall be permitted only as an accessory use by the owner, lessee, custodian or watchman.
- (5) *Floodways.* Located within areas of special flood hazard established in section 42-608 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:
- a. Prohibit encroachments, including fill, new construction, substantial improvements and other developments unless certification by a professional engineer or architect registered in the state is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.
  - b. If the requirements of this section are satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of sections 42-651—42-654.
- (6) *Coastal high hazard areas (V zones).* In coastal high hazard areas (V zones) the following shall apply:
- a. All buildings or structures shall be located in compliance with F.S. ch 161 and current applicable Federal Emergency Management Agency regulations.
  - b. All buildings or structures shall be elevated so that the lowest supporting member is located no lower than