

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, AUGUST 3, 2020
6:00 P.M.

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

IN AN EFFORT TO PROTECT THE PUBLIC AND THE BOARD OF COUNTY
COMMISSIONERS, A CONFERENCE LINE HAS BEEN SET UP TO
ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.

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

THIS MEETING WILL ALSO BE LIVE STREAMED ON THE TAYLOR
COUNTY BOARD OF COUNTY COMMISSIONERS FACEBOOK PAGE
<https://www.facebook.com/taylor.bocc>

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND CONSIDER ADOPTION OF A DRAFT ORDINANCE TO REGULATE CONCERTS.
5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND CONSIDER ADOPTION OF A DRAFT ORDINANCE TO EXPAND THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH.
6. THE BOARD TO HOLD THE FIRST OF TWO PUBLIC HEARINGS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT ON THE UPCOMING FUNDING CYCLE OF THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

CONSENT ITEMS:

7. APPROVAL OF MINUTES OF MAY 4, MAY 21, JUNE 1 AND JULY 6, 2020.
8. EXAMINATION AND APPROVAL OF INVOICES FROM JULY 13, 2020 AND JULY 27, 2020.
9. THE BOARD TO CONSIDER APPROVAL OF SAW PALMETTO BERRIES BID COMMITTEE RECOMMENDATION AND CONTRACT FOR THE LEASING OF 296 + ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER REQUEST TO RATIFY THE SIGNATURE OF THE CHAIRPERSON ON THE NEW FIRE STATION AWARD LETTER, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER REQUEST TO RATIFY THE FIRE CHIEF'S SIGNATURE FOR THE FLORIDA FIRE FIGHTER ASSISTANCE GRANT, AS AGENDAED BY DAN CASSEL, FIRE CHIEF.
12. THE BOARD TO CONSIDER APPROVAL OF 2020-2021 SMALL COUNTY CONSOLIDATED SOLID WASTE MANAGEMENT GRANT

8

APPLICATION REQUESTING FUNDING IN THE AMOUNT OF \$90,909, AS AGENDAED BY THE GRANTS COORDINATOR.

13. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO SIGN BUDGET RELEASE AGREEMENT FOR TAYLOR COUNTY MARINE AND NATURAL RESOURCES EXTENSION AGENT POSITION FOR THE 2020-2021 BUDGET YEAR, AS AGENDAED BY LORI WIGGINS, TAYLOR COUNTY EXTENSION DIRECTOR.
14. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO TRANSFER FUNDS FROM GENERAL FUND RESERVES FOR CONTINGENCY TO COVER A SHORTFALL OF FUNDS IN JAIL INMATE MEDICAL EXPENSES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO REMOVE SURPLUS ITEMS FROM COUNTY INVENTORY, AS AGENDAED BY THERESA COPELAND, TECHNOLOGY DIRECTOR.
16. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT RENEWAL WITH THE TAYLOR COUNTY HEALTH DEPARTMENT TO PROVIDE DENTAL SERVICES TO COUNTY JAIL INMATES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

17. THE BOARD TO CONSIDER APPROVAL OF DRAFT RESOLUTION IN SUPPORT OF THE DEDICATION OF A PORTION OF U.S. 19 AS THE "JOSHUA S. MONTAAD MEMORIAL HIGHWAY", AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE BOARD TO CONSIDER ACCEPTANCE OF BIG BEND WATER AUTHORITY 2020-2021 BUDGET, AS AGENDAED BY MARK REBLIN, GENERAL MANAGER, BIG BEND WATER AUTHORITY.
19. HEATHER PULLEN, GRANT ADMINISTRATOR, LANGTON ASSOCIATES, INC, TO PROVIDE UPDATE TO THE BOARD OF FY 2020 QUARTER 2 STATUS REPORT ON CONSTRUCTION ENGINEERING AND INSPECTION SERVICES PROVIDED FOR THE TAYLOR COUNTY FRA COMPETITIVENESS AND EMPLOYMENT BY RAIL (CEBYR) PROJECT.
20. HEATHER PULLEN, GRANT ADMINISTRATOR, LANGTON ASSOCIATES, INC, TO PROVIDE UPDATE TO THE BOARD FOR THE TAYLOR COUNTY RESTORE ACT PROGRAM UPDATE FOR PLANNING AND DESIGN - COASTAL DREDGING PROJECTS FOR KEATON BEACH AND STEINHATCHEE BOAT RAMP.

21. THE BOARD TO CONSIDER REQUEST TO AMEND TAYLOR COUNTY CODE ARTICLE IV, SEC. 66-150, TO EXEMPT PROPERTY OWNERS WHO ARE PRECLUDED FROM OBTAINING WATER AND SEWERAGE SERVICES FROM TAYLOR COASTAL WATER AND SEWER DISTRICT (TCWSD), AS AGENDAED BY RAY CURTIS, ATTORNEY FOR JKSW INVESTMENTS, LLC.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

22. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO KEEP REIMBURSEMENT FROM THE EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE (EMPA) AND EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) GRANTS FOR EMERGENCY MANAGEMENT, AS AGENDAED BY SHERIFF WAYNE PADGETT, TAYLOR COUNTY SHERIFF'S OFFICE.
23. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO APPROVE A PROCEDURAL ACTION TO ALLOW THE TAYLOR COUNTY TAX COLLECTORS OFFICE TO ACQUIRE THE TAX ROLL BEFORE THE VALUE ADJUSTMENT BOARD (VAB) HAS IT'S FINAL MEETING, AS AGENDAED BY MARK WIGGINS, TAYLOR COUNTY TAX COLLECTOR.
24. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY FEMA NON-CONGREGATE SHELTERING REQUEST RE-ASSESSMENT LETTER, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR.
25. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO CONSIDER EXECUTION OF LEASE AGREEMENT WITH FOUR RIVERS LAND AND TIMBER COMPANY, LLC, FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.
26. THE BOARD TO DISCUSS POLICY CHANGES AS IT RELATES TO EMERGENCY SHELTERING, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.
27. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY DEVELOPMENT AUTHORITY FY 18/19 AUDIT AND APPROVAL OF RELEASE OF FY 19/20 FUNDS OF \$100,000.

28. THE BOARD TO CONSIDER APPROVAL OF INSURANCE COMMITTEE RECOMMENDATION TO CHANGE DENTAL INSURANCE TO UNITED HEALTH CARE AND RENEW HEALTH INSURANCE AT THE CURRENT RATE.
29. THE BOARD TO CONSIDER 3 YEARS EXTENSION OF THE COUNTY INDEPENDENT AUDITOR CONTRACT WITH POWELL & JONES.
30. THE BOARD, COUNTY ADMINISTRATOR AND CLERK TO DISCUSS CURRENT CONTRACT WITH EASTCOAST PROBATION FOR COUNTY PROBATION SERVICES, EXPIRES 11/1/2020.

COUNTY STAFF ITEMS:

31. THE BOARD TO CONSIDER APPROVAL OF RESOLUTION BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND ESCAMBIA COUNTY HOUSING AUTHORITY TO CONTINUE TO BE A PARTICIPATING COUNTY IN THEIR HOUSING AUTHORITY WHICH PROVIDES MORTGAGE LOANS TO FIRST-TIME HOMEBUYERS, AS AGENDAED BY MELODY COX, GRANTS WRITER.
32. THE BOARD TO CONSIDER APPROVAL OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN PORTION OF A LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH ROAD (CR 361) FROM PERRY TO STEINHATCHEE, AND AUTHORIZING RESOLUTION, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
33. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (FDEO) REBUILD FLORIDA CDBG MITIGATION (CDBG-MIT) GRANT PROGRAM PHASE-2 REQUESTING FUNDING ASSISTANCE FOR A PLANNING GRANT FOR THE PREPARATION OF A COUNTY WIDE STORM-WATER AND DRAINAGE MANAGEMENT PLAN, AS AGENDAED BY THE GRANTS WRITER.
34. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO CONTRACT FOR STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM ADMINISTRATION SERVICES WITH GOVERNMENT SERVICES GROUP, INC (GSG) FOR THE ADMINISTRATION OF THE CRF CARES ACT HOUSING ASSISTANCE PROGRAM, AS AGENDAED BY THE GRANTS WRITER.

GENERAL BUSINESS:

35. THE BOARD TO DISCUSS AMENDING ORDINANCE AND PAYING FOR EMERGENCY MEDICAL SERVICES (EMS) OUT OF SALES TAX REVENUES, AS AGENDAED BY CHAIRPERSON, PAM FEAGLE.
36. THE BOARD TO CONSIDER APPROVAL OF CARES ACT FUNDING ADVISORY COMMITTEE RECOMMENDATION AND DRAFT AGREEMENT WITH GOVERNMENT SERVICES GROUP (GSG) FOR PROFESSIONAL SERVICES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
37. THE BOARD TO CONSIDER APPROVAL OF INVITATION TO BID AND THE WORK WRITE-UP/BID FORMS FOR THE DEMOLITION AND CONSTRUCTION OF ONE HOME THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR, JAMI EVANS.

COUNTY ADMINISTRATOR ITEMS:

38. THE COUNTY ADMINISTRATOR TO PROVIDE AN OPERATIONAL UPDATE.
39. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
40. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
41. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E.

GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

NOTICE is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a Public Hearing on the passage of a proposed Ordinance to establish a special event permit regulating concerts. The Public Hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, on **MONDAY, AUGUST 3, 2020**, at **6:00 P.M.**, or as soon thereafter as possible. The title of the proposed Ordinance is:

**AN ORDINANCE OF TAYLOR COUNTY, FLORIDA
ESTABLISHING A SPECIAL EVENT PERMIT REGULATING
CONCERTS, DEFINING CERTAIN TERMS; SETTING
APPLICATION FEE RATES FOR CONCERTS WHICH
REQUIRE A SPECIAL EVENT PERMIT; ESTABLISHING
PROVISIONS FOR SECURITY AT SUCH EVENTS;
PROVIDING FOR CONDUCT AT SUCH EVENTS;
PROVIDING THAT LICENSEE PROVIDE FOR THE CLEAN
UP OF ALL COMMERCIAL WASTE; PROVIDING A
SAVINGS CLAUSE; PROVIDING FOR CONFLICT WITH
OTHER ORDINANCES AND PROVIDING AN EFFECTIVE
DATE.**

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

The Public Hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation shall be announced during the Public Hearing, and that no further Notice concerning the matter will be published.

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

DATED this 8th. day of July, 2020, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

**LEGAL
1 ISSUE
WEDNESDAY, JULY 15, 2020
BILL T.C.B.C.C.**

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry

County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared
AARON PORTWOOD, who on oath says that he is the
PUBLISHER of the Perry News-Herald/ Taco Times, both
weekly newspapers published in Perry, Taylor County,
Florida, that the attached copy of advertisement in re

Notice of Public Hearing

TCBCC

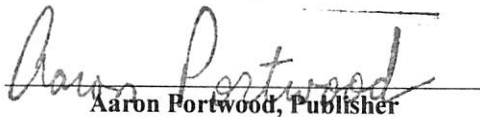
Event Permits

Aug. 3, 2020

was published in said newspaper in the issues of:

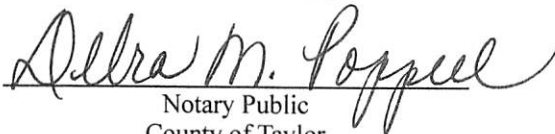
July 15, 2020

Affidavit says further that the said, newspapers published at
Perry in said Taylor County, Florida, each week; has been
entered as second class mail matter at the Post Office in Perry,
Florida, in said Taylor County, Florida for a period of one
year next proceeding the first publication of the attached copy
of notice to appear: and affiant further says that he has
neither paid nor promised any person, firm or corporation any
discount, rebate, commission or refund for the purpose of
securing this advertisement for publication in said newspaper.

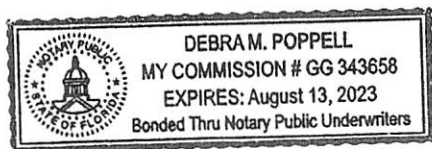

Aaron Portwood, Publisher

Sworn to and subscribed
before me this

07/15/20



Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me



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

NOTICE is hereby given that the
Board of County Commissioners
of Taylor County, Florida will hold
a Public Hearing on the passage of
a proposed Ordinance to establish
a special event permit regulating
concerts. The Public Hearing shall
be held at the Board of County
Commission Meeting Room, Taylor
County Courthouse Annex, Old Post
Office Building in Perry, Florida,
on MONDAY, AUGUST 3, 2020, at
6:00 P.M., or as soon thereafter as
possible. The title of the proposed
Ordinance is:

AN ORDINANCE OF TAYLOR COUNTY,
FLORIDA ESTABLISHING A SPECIAL
EVENT PERMIT REGULATING
CONCERTS, DEFINING CERTAIN
TERMS; SETTING APPLICATION
FEE RATES FOR CONCERTS WHICH
REQUIRE A SPECIAL EVENT PERMIT;
ESTABLISHING PROVISIONS FOR
SECURITY AT SUCH EVENTS;
PROVIDING FOR CONDUCT AT
SUCH EVENTS; PROVIDING THAT
LICENSEE PROVIDE FOR THE
CLEAN UP OF ALL COMMERCIAL
WASTE; PROVIDING A SAVINGS

CLAUSE; PROVIDING FOR CONFLICT
WITH OTHER ORDINANCES AND
PROVIDING AN EFFECTIVE DATE.

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

The Public Hearing may be continued
to one or more future dates. Any
interested party shall be advised
that the date, time and place of any
continuation shall be announced
during the Public Hearing, and that
no further Notice concerning the
matter will be published.

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

DATED this 8th. day of July, 2020,
by ANNIE MAE MURPHY, Clerk of the
Circuit Court and Clerk of the Board
of County Commissioners of Taylor
County, Florida.

RECEIVED

Cindy Mock

From: Mail Delivery System <MAILER-DAEMON@zcspmta2.flclerks.local>
Sent: Wednesday, July 8, 2020 9:39 AM
To: c.mock@taylorclerk.com
Subject: Successful Mail Delivery Report
Attachments: details.txt; Message Headers.txt

This is the mail system at host zcspmta2.flclerks.local.

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<classifieds@perrynewspapers.com>: delivery via
mxa-00241901.gslb.pphosted.com[148.163.149.45]:25: 250 2.0.0 322kfyamrr-1
Message accepted for delivery

Cindy Mock

From: Classifieds <classifieds@perrynewspapers.com>
Sent: Wednesday, July 8, 2020 11:00 AM
To: Cindy Mock
Subject: Re: LEGAL ADV

Good morning,

The legal was received and will be published as requested.

Thank you,
Caitlyn Burchett
Perry Newspapers
(850) 584-5513
Follow us on Facebook at: <https://www.facebook.com/PNewspapers/>.

On Jul 8, 2020, at 9:38 AM, Cindy Mock <c.mock@taylorclerk.com> wrote:

Please advertise the attached Notice, as specified.
Thanks,

Cindy Mock, D.C.

**Administrative Asst. to
Annie Mae Murphy, Clerk
Taylor County Clerk of Court
108 N. Jefferson St., Ste. 102, (Zip: 32347)
P.O. Box 620
Perry, FL 32348
c.mock@taylorclerk.com
850.838.3506 x111**

Please be advised that Florida has a broad public records law, and all correspondence via e-mail may be subject to disclosure. Under Florida Law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone.

<NOTICE - PH CONCERT ORD 8.3.20.doc>

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

June 16, 2020

VIA E-MAIL 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

Re: Concert Ordinance and Notice

Dear Annie Mae and LaWanda:

Pursuant to the Board's instructions, enclosed please find a draft Ordinance on concerts.

Also I enclose a Notice to go in the newspaper if the Board decides to advertise.

Please review this and get back with me with any suggestions, corrections, additions, and/or deletions.

Thank you very much and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosures

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA ESTABLISHING A SPECIAL EVENT PERMIT REGULATING CONCERTS, DEFINING CERTAIN TERMS; SETTING APPLICATION FEE RATES FOR CONCERTS WHICH REQUIRE A SPECIAL EVENT PERMIT; ESTABLISHING PROVISIONS FOR SECURITY AT SUCH EVENTS; PROVIDING FOR CONDUCT AT SUCH EVENTS; PROVIDING THAT LICENSEE PROVIDE FOR THE CLEAN UP OF ALL COMMERCIAL WASTE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is responsible for protecting the health, safety and welfare of the citizens of Taylor County, and

WHEREAS, the Board of County Commissioners wishes to ensure that the use of private or public property for certain intense uses should be regulated as to conduct; and

WHEREAS, the Board of County Commissioners must protect the public health, safety and welfare of the community by setting certain standards; and

WHEREAS, the Board of County Commissioners has determined that the least intrusive means of promoting the health, safety and welfare of the community is through the adoption of the following ordinance.

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

SECTION 1. Definitions.

- (a) "Automobile parking space," when required by this chapter, means any space permanently maintained for the duration of the outdoor event with not less than 144 square feet of usable area, and not less than eight feet wide at any place, on or contiguous to the land on which the outdoor event is conducted, so located and arranged as to permit the parking of, and be readily accessible under its own power to, a passenger automobile of average size.
- (b) "Event" means any concert, where participants are paid or admission is charged that is an event, and/or where 50 people are present.

SECTION 2. License issued only by the Board of County Commissioners. For the unincorporated areas of Taylor County, Florida. Except as otherwise provided in this title, a license required by this ordinance shall not be issued except upon the order of the Board of County Commissioners after the Board has approved a concert permit for the event as specified in this ordinance.

SECTION 3. License – Required. Every person conducting, managing or carrying on an event shall first procure a Permit and pay a Permit and License fee in the amount set forth in Section 5 of this Ordinance.

SECTION 4. License – Time for Filing Application. An application for a license for an event shall be filed not less than sixty (60) days prior to the beginning of such event, or not less than five (5) days after the effective date of this ordinance, whichever is later.

SECTION 5. License – Application – Contents Required. An application for a concert event shall include:

- a. The applicant's full name and the physical address where any notice or other correspondence may be sent by certified mail, return receipt requested, (a P.O. Box may not be given) along with a current picture identification of the applicant which will be photocopied;
- b. The owner, exact location, legal description, area and shape of the premises on which it is planned to conduct the event;
- c. The owner, exact location, legal description, area and shape of all lands to be used for parking or other uses incidental to the event;
 - i) All portions of the event (activity), including parking, shall be located a minimum of 660 feet from the nearest property line, unless a waiver signed by the adjoining property owner(s) is submitted with application for license.
- d. The date or dates and the hours during which the outdoor event is to be conducted, and during which the premises will be under the control of the applicant;
- e. An estimate of the minimum and maximum numbers of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.
- f. A statement whether security will be provided by a private security operator or whether arrangements have been made for security to be provided by off-duty Taylor County Deputy Sheriffs through the Sheriff's Office. If private security is being used, a sworn statement from the private security operator is required. Such sworn statement shall set forth the name and address of the private security operator

and certify that all guards to be used are licensed and bonded and do not have a felony record or a criminal history of any violence. If off-duty Deputy Sheriff's are being used, then a statement from the Sheriff's Office is needed which states that the Sheriff has approved this off-duty work.

- g. A statement as to what medical/ambulance services will be provided.
- h. Such other information pertinent to the outdoor event as the Board of County Commissioners or any other County Officer finds necessary and requires in order to determine whether or not the license should be granted and, if granted, the conditions of such license. Such information must be provided to the applicant within 30 days of his or her application.
- i. A consent to the entry at any time in the course of his or her duties of any emergency personnel (EMS), peace officer, member or employee of the Board of County Commissioners, County Administrator, County Engineer, County Forester or County Fire Chief, State Fire Marshal, Sheriff, County Health Officer and any other County Officer or State Officer in the performance of his or her duties.
- j. A license fee of \$250.00

SECTION 6. Application – Accompanying Documents. At the time of filing an application for a license for an outdoor event, the applicant, at the same time, shall also file:

- a. Four (4) copies of a map drawn to scale of at least one inch (1") to four hundred feet (400'), showing:
 - 1) The location of the property concerned;
 - 2) The location of all highways, roads, lots and parcels of land within six hundred and sixty feet (660') of the exterior boundaries of the proposed use;
 - 3) The location of the parking area and all other areas to be used for other uses incidental to the event;
 - 4) All interior access ways;
 - 5) Access to the property;
 - 6) The location of all toilet, medical, drinking and other facilities;

- b. A certified list, as shown on the latest available assessment roll of the county of the names and addresses of all persons to whom all property is assessed within six hundred sixty feet (660') of the exterior boundaries of the proposed use;
- c. A document showing that the applicant is the owner of the premises, or an agreement in writing signed by the owner permitting such use of the premises and the filing of the application;
- d. An agreement signed by the applicant and by the owner of the subject premises that they will reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant, owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event not been held;
- e. A standard hold harmless and indemnification form completed and executed by the applicant and the owner of the subject premises stating that they will each indemnify and hold harmless Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner of action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever which may result from or be in any way connected or related to the event; and

SECTION 7. License – Public Hearing Required. Upon receipt of an application for a license to conduct an event, the Board of County Commissioners shall determine whether or not more than one thousand (1,000) persons will attend the event. In making such determination, the Board may consider but is not bound by the number stated in the application. If the Board finds that not more than one thousand (1,000) persons will attend the event and also makes the findings required in Section 9, then the Board may, without holding a public hearing, grant the license. Such license shall not permit more than one thousand (1,000) to attend. Otherwise, the commission shall set the application for hearing. The applicant will pay all advertising cost for public hearings.

SECTION 8. Notice of Public Hearing. The Clerk of the Court of Taylor County shall serve notice, by certified mail return receipt requested, of the time and place of a hearing required by Section 7, and not less than (5) days before such hearing serve notice of the time and place of hearing upon all persons whose names and addresses appear upon the latest available assessment roll of the county as owning property within six hundred and sixty feet (660') of the exterior boundaries of the proposed use.

SECTION 9. License – Grant or Denial Conditions. A license required by this ordinance shall be granted or denied by the Board of County Commissioners. A license shall not be granted unless the Board of County Commissioners also finds that the proposed event will not in any way substantially jeopardize, adversely affect, endanger or otherwise constitute a menace to the public health, safety or general welfare, or be materially detrimental to the property of other persons located in the vicinity of such use. The Board of County Commissioners may find that a location is unsuitable even if in the proper zone.

SECTION 10. License – Number of Participants Stated. A license for an event shall state the maximum number of participants permitted. In deciding this maximum, the Board of County Commissioners may be guided by, but is not bound by the estimate stated in the application for a license.

SECTION 11. License – Dates and Hours Stated. A license for an event shall state the dates and hours during which the event may be conducted. Unless otherwise approved by the Board, the hours will be limited to between 7 AM and 7 PM.

SECTION 12. Attachment of Conditions.

- a. In granting a license, the Board of County Commissioners may attach such conditions as it finds necessary to accomplish the purpose of this ordinance, including, but not limited to:
 - 1) Provisions for cleaning up the premises after the termination of the outdoor event;
 - 2) Advertising permitted, including advertising by radio, television, social media, internet or loudspeaker;
 - 3) Assuring that the number attending does not exceed the number permitted by the license;
 - 4) Such other conditions as the Board finds necessary for reasons of health, sanitation, supply of food, supply of water, or promotion of the general welfare.
- b. Such conditions shall appear on the license.

SECTION 13. Modification, Suspension or Revocation. After a hearing, the Board of County Commissioners may revoke, suspend or modify a license for an event for any just reason, including but not limited to any non-compliance with any ordinance, state law, or county or state rule.

SECTION 14. Premature Applications. If an application is filed prior to the effective date of the ordinance to conduct an event, it shall be valid and treated as if it were filed after the effective date of this ordinance if in all respects it complies with the provisions of this ordinance.

SECTION 15. Dates and Hours. The licensee shall operate the event only on those days and during the hours specified on the license.

SECTION 16. Admission and Number of Participants. The licensee shall not admit any person to an event if such admission would result in a greater number of persons present than permitted by the license.

SECTION 17. Advertising. A person shall not advertise or announce by any means or medium, including but not limited to pamphlets, handbills, newspapers, radio, television, internet and social media, the holding of an event prior to the granting of a license permitting such event. The licensee or other person shall not print, distribute, broadcast or use any such advertising or announcement, or any other advertising of the event, which has not first been approved by the Board of County Commissioners.

SECTION 18. Access Ways. The licensee shall provide all exterior and interior access ways that the Sheriff, the Fire Chief and the County Engineer find necessary for the use of participants at the event, all exterior and interior access ways shall be clearly delineated by means of curbs or buffers on the ground. A person shall not occupy any such access way except for the purpose of access or to cross the same.

SECTION 19. Parking. Every premises on which an event is conducted shall have on such premises or contiguous thereto automobile parking spaces equal to one-fifth (1/5) of the number of persons which the license permits to attend the said event unless the County Engineer finds that a smaller number is sufficient, in which case the parking area shall be graded, marked and separated by a physical barrier from the area where the patrons will watch the performance. At all times between (1) hour before the beginning of the outdoor event and (1) hour after its termination, the licensee shall provide parking attendants at all entrances, exits and within the parking lots.

SECTION 20. Communication System. The licensee shall install and at all times during which the event is in progress maintain an emergency communications system which the Sheriff, the County Forester and the Fire Chief find adequate for fire and police protection.

SECTION 21. Fire Protection. The licensee shall provide all fire protection and fire safety measures as the County Forester and the County Fire Chief find necessary to protect those attending the event.

SECTION 22. Security Guards. The Licensee shall provide one licensed and bonded security guard supplied by a private security operator or one off-duty Taylor County

Deputy Sheriff hired through the Sheriff's Office for each two hundred (200) persons which the license permits to attend, whether actually present or not, shall be constantly in attendance during the entire time the event is in progress, and shall devote his or her entire time and attention to keeping order, and observing and enforcing all applicable statutes and ordinances, including the provisions of this ordinance. No private security guard may be a convicted felon or have a criminal record that includes a crime of violence.

SECTION 23. Drinking Water.

- a. The licensee shall provide drinking water that is safe and meets the requirements of *Florida Statutes, Florida Accessibility Code and Florida Administrative Code*, and meets the following standards:
 - 1) One water supply for fifty (50) through one hundred (100) persons;
 - 2) Two water supply for more than one hundred (100) but less than five hundred (500) persons;
 - 3) One additional water supply for each additional five hundred (500) persons or fraction thereof.
- b. If the County Health Officer finds that lesser or different facilities are sufficient instead of the above, the licensee shall provide such facilities.

SECTION 24. Sanitary Facilities.

- a. Sanitary facilities shall be provided as required by the Taylor County Health Officer.
- b. The licensee shall be responsible for all commercial waste and shall be responsible for paying for the pickup of all waste generated.

SECTION 25. Alcohol or Drugs. A person shall not enter, be or remain on any part of the premises on which an event is conducted while in the possession of, consuming, using or under the influence of any alcoholic beverage or drugs. The license shall not permit any such person to enter or remain upon the licensed premises.

SECTION 26. Savings Clause. If any portion of this ordinance is determined to be illegal or unconstitutional by a court of competent jurisdiction it shall not affect the other sections, clauses or parts of this ordinance.

SECTION 27. Conflict with Other Ordinances. The provisions of this ordinance which are in conflict with any provisions of any other ordinance shall govern and where there is any conflict the provisions of the other ordinances are rescinded to the extent they conflict with this ordinance.

SECTION 28. Effective Date. This ordinance shall become effective upon filing with the Secretary of State of the State of Florida and notification that the Ordinance has been filed with that office.

SECTION 29. Penalties. The penalty for violation of the requirements for this ordinance is \$1,000 dollars for the first offense and \$5,000 for each offense thereafter. Said violation is a civil infraction.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, this _____ day of _____, 2020.

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

BY: _____
PAM FEAGLE, CHAIRPERSON

ATTEST: _____
ANNIE MAE MURPHY, CLERK

5

NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a Public Hearing on the passage of a proposed Ordinance amending Section 74-4(3)(c) of the Taylor County Code of Ordinances, to expand the limits of Golf Cart Operation at Keaton Beach, Florida. The Public Hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular Board meeting on **MONDAY, AUGUST 3, 2020**, at **6:05 P.M.**, or as soon thereafter as possible. The title of the proposed Ordinance is:

**AN ORDINANCE OF THE TAYLOR COUNTY BOARD
OF COUNTY COMMISSIONERS WHICH AMENDS
SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE
OF ORDINANCES WHICH EXPANDS THE LIMITS OF
GOLF CART OPERATION AT KEATON BEACH FROM
SAW GRASS ESTATES TO 700 FEET NORTH OF THE
CORNER STORE; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE.**

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

The Public Hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the hearing shall be announced during the Public Hearing, and that no further notice concerning the matter will be published.

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

DATED this 10th. day of July, 2020, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk to the Board of County Commissioners of Taylor County, Florida.

LEGAL

1 ISSUE

WEDNESDAY, JULY 15, 2020

BILL T.C.B.C.C.

PERRY NEWS-HERALD/TACO TIMES

Published Weekly in the City of Perry
County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared
AARON PORTWOOD, who on oath says that he is the
PUBLISHER of the Perry News-Herald/ Taco Times, both
weekly newspapers published in Perry, Taylor County,
Florida, that the attached copy of advertisement in re

Notice of Public Hearing

TCBCC

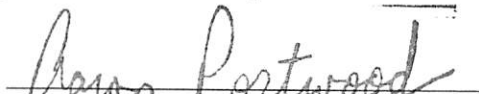
Golf Cart Ordinance

Aug. 3, 2020

was published in said newspaper in the issues of:

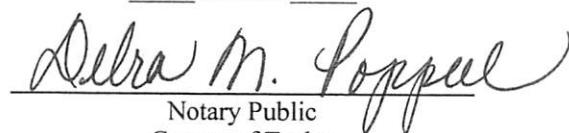
July 15, 2020

Affidavit says further that the said, newspapers published at
Perry in said Taylor County, Florida, each week; has been
entered as second class mail matter at the Post Office in Perry,
Florida, in said Taylor County, Florida for a period of one
year next proceeding the first publication of the attached copy
of notice to appear: and affiant further says that he has
neither paid nor promised any person, firm or corporation any
discount, rebate, commission or refund for the purpose of
securing this advertisement for publication in said newspaper.

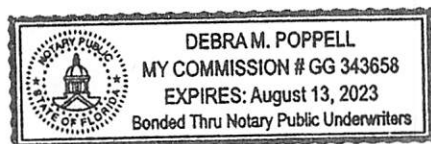

Aaron Portwood, Publisher

Sworn to and subscribed
before me this

07/15/20



Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me



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

Notice is hereby given that the Board
of County Commissioners of Taylor
County, Florida will hold a Public
Hearing on the passage of a proposed
Ordinance amending Section 74-
4(3)(c) of the Taylor County Code
of Ordinances, to expand the limits
of Golf Cart Operation at Keaton
Beach, Florida. The Public Hearing
shall be held at the Board of County
Commission Meeting Room, Taylor
County Courthouse Annex, Old Post
Office Building in Perry, Florida,
at the regular Board meeting on
MONDAY, AUGUST 3, 2020, at
6:05 P.M., or as soon thereafter as
possible. The title of the proposed
Ordinance is:

AN ORDINANCE OF THE TAYLOR
COUNTY BOARD OF COUNTY
COMMISSIONERS WHICH AMENDS
SECTION 74-4(3)(C) OF THE TAYLOR
COUNTY CODE OF ORDINANCES
WHICH EXPANDS THE LIMITS OF
GOLF CART OPERATION AT KEATON
BEACH FROM SAW GRASS ESTATES
TO 700 FEET NORTH OF THE
CORNER STORE; PROVIDING FOR
SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE.

The proposed Ordinance may be
inspected by the public at the office
of the Clerk of Circuit court, located
in the Taylor County Courthouse,
Perry, Taylor County, Florida.
The Public Hearing may be continued
to one or more future dates. Any

Interested party shall be advised
that the date, time and place of any
continuation of the hearing shall be
announced during the Public Hearing,
and that no further notice concerning
the matter will be published.

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

DATED this 10th. day of July, 2020,
by ANNIE MAE MURPHY, Clerk of the
Circuit Court and Clerk to the Board
of County Commissioners of Taylor
County, Florida.

RECEIVED

JUL 23 2020

ANNIE MAE MURPHY
CLERK OF THE CIRCUIT COURT
PERRY, FLORIDA

Cindy Mock

From: Classifieds <classifieds@perrynewspapers.com>
Sent: Friday, July 10, 2020 10:37 AM
To: Cindy Mock
Subject: Re: LEGAL NOTICE

Got it, thank you!

Thank you,
Caitlyn Burchett
Perry Newspapers
(850) 584-5513
Follow us on Facebook at: <https://www.facebook.com/PNewspapers/>.

On Jul 10, 2020, at 10:32 AM, Cindy Mock <c.mock@taylorclerk.com> wrote:

<NOTICE - GOLF CART EXPANSION ORD- KEATON 8.3.20.doc>

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

June 29, 2020

VIA E-MAIL 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

Re: Golf Cart Ordinance (Keaton Beach)

Dear Annie Mae and LaWanda:

Enclosed please find a DRAFT Ordinance and Notice on golf carts at Keaton Beach.

Please review and if you have a question, please get back with me.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

enclosures

ORDINANCE NO. _____

AN ORDINANCE OF THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS WHICH AMENDS SECTION 74-4(3)(C) OF THE TAYLOR COUNTY CODE OF ORDINANCES WHICH EXPANDS THE LIMITS OF GOLF CART OPERATION AT KEATON BEACH FROM SAW GRASS ESTATES TO 700 FEET NORTH OF THE CORNER STORE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners have received a request to expand the operation of golf carts in the Keaton Beach area and the Board having found it to be in the interest of the citizens of the beach area of Taylor County to expand the limit of golf cart operation at Keaton Beach from Saw Grass Estates to 700 feet North of the Corner Store.

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

Section 1. Section 74-4(3)(c) is amended to read that "a golf cart may be operated at Keaton Beach from Saw Grass Estates to 700 feet North of the Corner Store."

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

Section 3. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgement from the Office of the Secretary of State of Florida that this Ordinance has been filed in said office.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

PAM FEAGLE, Chairperson

ATTEST

ANNIE MAE MURPHY,
Clerk of Court

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold the first of two public hearings at 6:10 p.m. to discuss and receive public input on the upcoming funding cycle of the Florida Department of Economic Opportunity (FDEO) Small Cities Community Development Block Grant (CDBG). A Fair Housing training will be held upon completion of the public hearing.

MEETING DATE REQUESTED:

August 3, 2020

Statement of Issue:

Board to hold the first of two public hearings to discuss and receive public input on the upcoming funding cycle of the CDBG program. Staff is recommending submitting application to the CDBG Housing Rehabilitation Program at the maximum amount of \$750,000. The second public hearing will be held Tuesday, September 8, 2020 at 6:00 p.m. A short Fair Housing presentation will be held immediately after the public hearing.

Recommended Action:

Board to approve moving forward with grant submission to the CDBG Housing Rehabilitation Program in the amount of \$750,000

Fiscal Impact:

The County will be requesting funding assistance in the amount of \$750,000. The County will be providing a match of \$50,000 which will be provided with SHIP housing rehabilitation funds. These are state funds and can be used for a match for CDBG funds which are federal funds. No additional match will be required from the County.

Budgeted Expense:

Y/N

Submitted By:

Melody Cox, Grant Writer and Jami Evans, Grants Coordinator

Contact:

Melody Cox & Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Florida Department of Economic Opportunity, Community Development Block Grant Program funding cycle is currently open. This grant can be used for Housing Rehabilitation for very low, low, and moderate

income homeowners, Neighborhood Revitalization, Commercial Revitalization, and Economic Development. Staff is recommending submitting grant application in the amount of \$750,000 for a housing rehabilitation grant. The grant can be used to replace mobile homes in 51% or more disrepair and replacement with a site built single family home. All rehabilitation projects must be located in the unincorporated areas of Taylor County. With assistance from county staff, Guardian Community Resources Group Services will be preparing the application on behalf of the County and administering the grant if so awarded. All fees will be 100% grant funded and there is no charge to assist the County with the grant application if a grant is not awarded to Taylor County.

Submitting grant application requesting funding assistance through the housing rehabilitation program will have no negative impact on the County being eligible to submit application for economic development and job creation programs.

Attachments:

Public Hearing notice, CDBG program information, and Fair Housing training materials.

FIRST PUBLIC HEARING NOTICE
FFY 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANTS

Taylor County is considering applying to the Florida Department of Economic Opportunity (FDEO) for one or more Small Cities Community Development Block Grants (CDBG) for up to Seven Hundred Fifty Thousand Dollars (\$750,000.00) in the Regular (Neighborhood or Housing or Commercial) Category and in the Economic Development Category for up to one million five-hundred thousand (\$1,500,000) or more. These funds must be used for one of the following purposes:

1. To benefit low- and moderate- income persons; or
2. To aid in the prevention or elimination of slums or blight; or
3. To meet other community development needs of a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community

The categories of activities for which these grant funds may be used are in the areas of housing, neighborhood revitalization, commercial revitalization and/or economic development. Specific improvements can include such activities as acquisition of real property, construction of public infrastructure such as roads, parks or sewer mains, rehabilitation of houses and commercial buildings and/or energy conservation. Additional information regarding the range of activities that may be undertaken will be provided at the public hearing. **The County is seeking public input into CDBG eligible needs in the County limits. The categories and options shall be presented to the public and Commission, and public comments heard before the recommendations of staff or consultants may be heard.**

In developing an application for submission to FDEO, Taylor County must plan to minimize displacement of persons as a result of planned CDBG activities. In addition, Taylor County is required to develop a plan to assist displaced persons.

The public hearing to receive citizen views concerning the community's economic and community development needs will be held at the Taylor County Administration Office at 201 E. Green Street, Perry, Florida on **August 3, 2020 at 6:10 pm** or as soon thereafter as possible. For information concerning the public hearing or to submit written comments contact Jami Evans, Grants Coordinator 850-838-3553, 401 Industrial Park Dr. Perry, Fl. 32348 Grants.assist@taylorcountygov.com.

NOTICE: A SHORT FAIR HOUSING TRAINING FOR LOCAL OFFICIALS AND THE PUBLIC WILL BE HELD JUST AFTER THE PUBLIC HEARING. ANYONE INTERESTED IN FAIR HOUSING IS INVITED TO ATTEND.

The public is permitted to attend and participate at this meeting. The public also may to view the meeting via a link at County's web page, www.taylorcountygov.com. This meeting can be viewed online from the link. Written comment can also be submitted to the Grants Coordinator at Grants.assist@taylorcountygov.com.

The public hearing is being conducted in a disability accessible location. Any non-English speaking person wishing to attend the public hearing or any disabled person requiring special accommodations or an interpreter for the hearing or visually impaired should contact Jami Evans by phone: 850-838-3553 or email: Grants.assist@taylorcountygov.com at least five (5) calendar days prior to the meeting and accommodations will be provided.

Taylor County
BY – Jami Evans

Fair Housing/Disability Access Jurisdiction and Equal Opportunity Employer

.....

To be advertised July 24, 2020 (or at least 5 days prior to meeting, but no greater than 20 days prior to the meeting, not including the day of the meeting)

Bill To: Jami Evans Grants Coordinator

**PLEASE PROVIDE CERTIFICATION OF PUBLICATION IMMEDIATELY
FOLLOWING PUBLICATION**

Community Development Block Grant

Taylor County
and
Guardian Community Resource Management, Inc.



August 3, 2020



Community Development Block Grants

Federal Funding to the State

State Develops Rule and Application

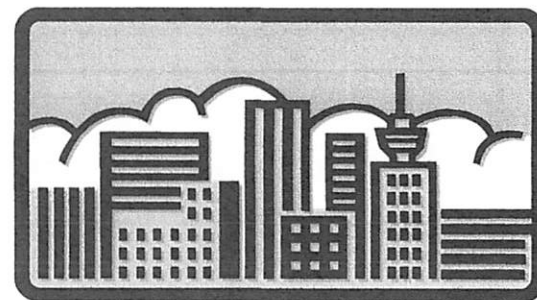
Competitive Process

Benefit to Low and Moderate Income
(LMI)

Eligible Applicants:

Cities of less than 50,000 population

Counties of less than 200,000
population



Community Development Block Grants

Very, very competitive
(common to take 2-3 tries)

Community Wide Need Scores
(CWNS) are base scores
calculated by FDEO/HUD

Income documentation
required – census can be used
but survey is usually required to
achieve score (51% LMI min,
70% LMI is better for score)



Number of Persons in Household	Income Range (Moderate)	Income Range (Low)	Income Range (Very Low)
1	\$0 - \$29,600	\$0 - \$18,500	\$0 - \$12,760
2	\$0 - \$33,800	\$0 - \$21,150	\$0 - \$17,240
3	\$0 - \$38,050	\$0 - \$23,800	\$0 - \$21,720
4	\$0 - \$42,250	\$0 - \$26,400	\$0 - \$26,200
5	\$0 - \$45,650	\$0 - \$28,550	\$0 - \$28,550
6	\$0 - \$49,050	\$0 - \$30,650	\$0 - \$30,650
7	\$0 - \$52,400	\$0 - \$32,750	\$0 - \$32,750
8	\$0 - \$55,800	\$0 - \$34,850	\$0 - \$34,850

Funding Categories

Regular Category (\$750,000)

Neighborhood Revitalization (infrastructure)

LMI neighborhoods at least 51% LMI;
70% LMI will maximize score

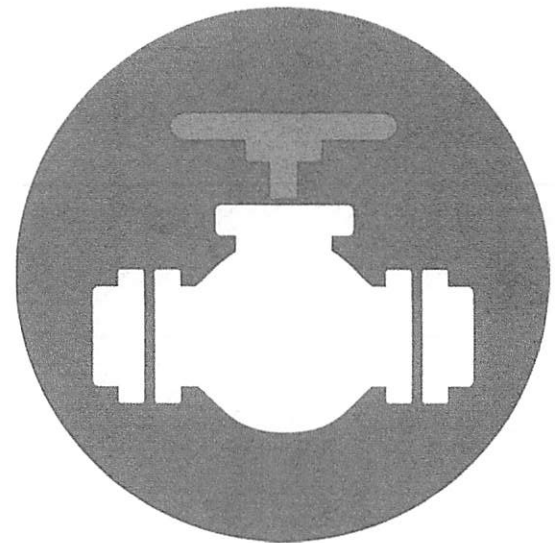
Minimum 85 LMI households (HH) in
the project area served by the CDBG
work for max score

Eligible Activities: water, sewer,
roads, storm, neighborhood centers,
parks, sidewalks

New sewer and water score the
highest

Leverage up to \$50,000 for 25 points

Ready to proceed (plans, specs,
permit apps) 50 points



Funding Categories

Regular Category (\$750,000)

Housing Rehabilitation (rehabilitation/repair)

LMI owner occupied repairs: code, safety, hardening

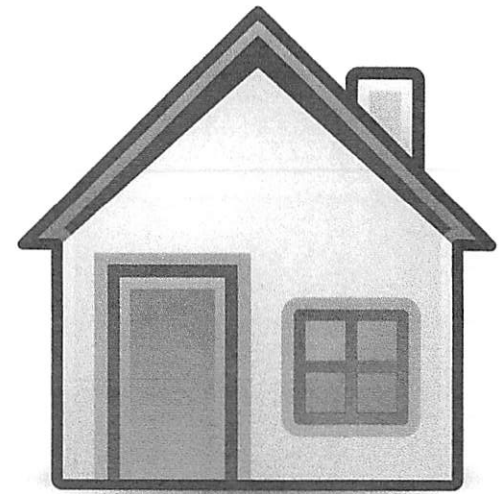
Leverage \$50,000 (can be County SHIP) 25 points

Green improvements in Housing Assistance Plan is important to score

11 owner occupied units must be addressed to maximize score

Very Low Income and Low Income HH must be addressed to maximize points

A CDBG Housing Assistance Plan with priorities such as disabled, veterans, elderly head of HH must be adopted



Funding Categories

Regular Category (\$750,000)

Commercial Revitalization (CRA improvements)

- ▶ Commercial Redevelopment Area required
- ▶ LMI city wide at least 51%; sidewalks parking, lighting, building code, facades
- ▶ Leverage is important to score (can be Tax Increment Financing/TIF)
- ▶ Ready to proceed is important to score (permit apps, plans, specs for bid - 50 points)
- ▶ Optional points for other community development such as architectural standards, market study, vacant commercial properties



Economic Development

Economic Development (maximum \$1,500,000)

- ▶ Open until State funds expended – does not compete with regular CDBG
- ▶ Infrastructure needed for business expansion or new business: water, sewer, rail, traffic, roads, gas, fiber
- ▶ Local government-owned buildings; market rent
- ▶ Loans to businesses (via eligible local governments)
- ▶ Job Creation required: grant per job under \$35,000
- ▶ At least 51% of the jobs created going to persons of LMI households; diploma or equivalent and on job training



Economic Development

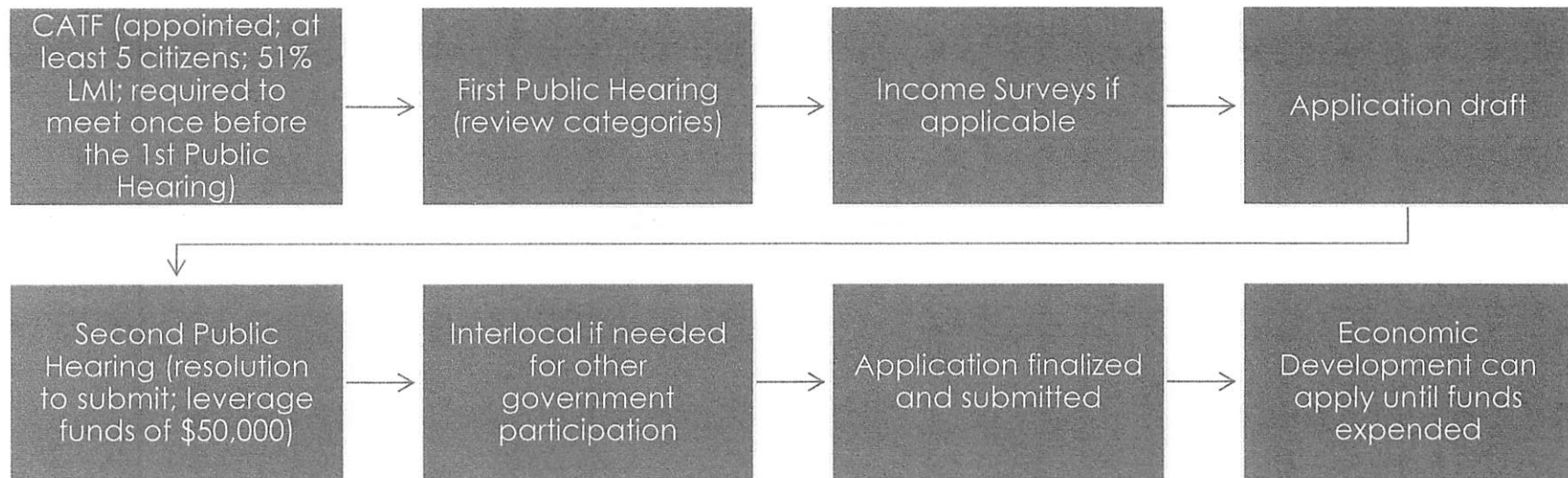
▶ Sample program

▶ Public Benefit Standards =
cost per job under \$35,000
(e.g. – For a \$1,500,000
grant: $\$1,500,000 \div \$34,999 = 42.85$ = round up
= 43 Jobs Minimum)

▶ National Objective = Job
Creation with at least 51%
of the jobs created going to
LMI Persons. (e.g. Above 43
Jobs times .51 = 21.85 =
round up = 22 LMI Jobs)



Process



REQUIRED HEARING STEPS

Presentation

Public input

Back to elected officials

Staff comments if any

Motion to proceed with
application

Thank you



Fair Housing Workshop

Brought to you by
Taylor County
and
Guardian Community Resource Management, Inc.



Community Development Block Grant
August 3, 2020



FAIR HOUSING ACT



- The Fair Housing Act (Title VIII Civil Rights 1968) was established to protect people from discrimination when purchasing or renting a property as a residence.
- -Fair Housing Ordinance
- -Florida Chapter 760 FS
- -CDBG Award Agreement

FAIR HOUSING ACT



- **IT IS ILLEGAL TO DISCRIMINATE BASED ON THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS WHEN RENTING, SELLING OR FINANCING A HOME OR PROPERTY**
- **YOU HAVE RIGHTS!!** IF YOU FEEL YOU HAVE BEEN DISCRIMINATED AGAINST WHEN BUYING OR RENTING A HOME, AT THE END OF THIS PRESENTATION WE WILL PROVIDE YOU WITH A CONTACT WHO CAN HELP YOU FOLLOW UP ON YOUR SITUATION.

FAIR HOUSING ACT



WHO IS NOT PROTECTED

DISCRIMINATION BASED ON THE FOLLOWING FACTORS ARE NOT COVERED BY THE FAIR HOUSING ACT

- MARTIAL STATUS
- SEXUAL ORIENTATION
- SOURCE OF INCOME
- CRIMINAL HISTORY, INCLUDING SEXUAL OFFENDERS,
- AND JUVENILE OFFENDERS
- NON-RECOVERING USERS OF ILLEGAL SUBSTANCES
- AGE

FAIR HOUSING ACT



EXCLUDES

- AN OWNER-OCCUPIED BUILDING WITH UP TO FOUR UNITS
- A HOME SOLD OR RENTED BY THE OWNER AS LONG AS HE OR SHE DOES NOT OWN MORE THAN THREE HOMES OR USE A REAL ESTATE AGENT OR HAS NOT SOLD A HOME IN THE LAST 24 MONTHS.
- A HOUSING DEVELOPMENT OPERATED BY AN ORGANIZATION OR CLUB.
- A QUALIFIED HOUSING DEVELOPMENT FOR 55+ ADULTS

FAIR HOUSING ACT



EXAMPLES OF DISCRIMINATION

- REFUSE TO RENT OR SELL A HOME TO A PERSON WHO FALLS INTO ONE (OR MORE) OF THE PROTECTED CLASSES AND BEING IN THOSE CLASSES IS THE BASIS FOR THE REFUSAL;
- TELL YOU HOUSING IS UNAVAILABLE WHEN IN FACT IT IS AVAILABLE;
- DENY A PERSON WITH CHILDREN UNDER THE AGE OF 18 A SPECIFIC UNIT IN AN APARTMENT BUILDING FOR WHICH HE OR SHE HAS OTHERWISE QUALIFIED;
- DISCRIMINATE AGAINST RESIDENTS BECAUSE OF THE DISABILITY ASSOCIATED WITH THEM. ("ASSOCIATED" MEANS CHILDREN, PARENTS, FRIENDS, SPOUSES, ROOMMATES, PATIENTS, ETC.).

FAIR HOUSING ACT



EXAMPLES OF DISCRIMINATION

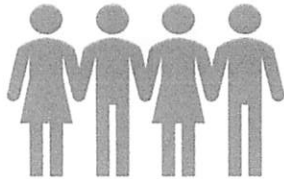
- ADVERTISE HOUSING TO PREFERRED GROUPS OF PEOPLE ONLY;
- THREATEN, COERCE, INTIMIDATE, OR INTERFERE WITH SOMEONE WHO IS ADVOCATING FOR HIS OR HER FAIR HOUSING RIGHTS;
- IMPOSE DIFFERENT TERMS OR CONDITIONS ON A MORTGAGE LOAN;
- MAKE ASSUMPTIONS ABOUT YOUR ABILITY TO PAY BASED ONLY ON YOUR RACE OR NATIONAL ORIGIN; NOTE: A BANK DOES NOT HAVE TO LOAN YOU MONEY IF YOU CANNOT SHOW THAT YOU CAN REPAY THAT LOAN;
- ASK A PERSON WITH A DISABILITY TO PROVE HE/SHE CAN LIVE INDEPENDENTLY.

FAIR HOUSING ACT



EXAMPLES OF DISCRIMINATION

- SHOW YOU APARTMENTS OR HOMES IN CERTAIN NEIGHBORHOODS ONLY;
- ASK YOU ABOUT A DISABILITY UNLESS YOU ARE REQUESTING AN ACCOMMODATION OR APPLYING FOR HOUSING THAT GIVES PRIORITY TO PERSONS WITH DISABILITIES;
- ASK YOU TO PROVIDE MORE DOCUMENTATION THAN IS NECESSARY TO PROVE YOUR DISABILITY AND ITS CONNECTION TO YOUR REQUESTED REASONABLE ACCOMMODATION;
- REFUSE A REASONABLE ACCOMMODATION UNLESS IT IS NOT RELATED TO THE PERSON'S DISABILITY OR IT WOULD FUNDAMENTALLY ALTER THE NATURE OF THE PROVIDER'S OPERATIONS OR WOULD IMPOSE AN UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN.



Florida Council on Human Relations:

<http://fchr.state.fl.us/>

<https://fchr.myflorida.com/fair-housing/>

U.S. Department of Housing and Urban Development

451 Seventh St SW

Washington, DC 20410-2000

https://www.hud.gov/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint

**You can call 800-440-8091 (Florida, Atlanta Regional Office) or
202-708-1455 (TTY)**

**FAIR
HOUSING ACT
FILING A
COMPLAINT**

FAIR HOUSING ACT

QUESTIONS?



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF CONTRACT FOR THE LEASING OF 296 +/- ACRES OF PROPERTY FOR THE HARVESTING OF SAW PALMETTO BERRIES.

MEETING DATE REQUESTED:

AUGUST 3, 2020

Statement of Issue: TO ENTER INTO A CONTRACTUAL AGREEMENT WITH BLUE AND SHIVER ENTERPRISES, LLC FOR THE HARVESTING AND SALE OF SAW PALMETTO BERRIES.

Recommended Action: APPROVE CONTRACT

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners approved the bid specifications for the leasing of property for the harvesting of saw palmetto berries on. The Request for Proposals was advertised on 6/10/2020 and 6/17/2020 in the local newspaper and on the County website. Two bids were received and opened on 7/2/2020. The Bid Committee subsequently met for the purpose of reviewing the bid documents for sufficiency and recommends that the Board award the bid to Blue and Shiver Enterprises, LLC. Staff will be submitting a permit application to the Department of Agriculture and Consumer Services upon approval of contract.

Options: Approve/ Not Approve/Revise Contract

Attachments: Bid Committee Memo
Bid from Blue and Shiver Enterprises
Contract and Associated Correspondence

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

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

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

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

July 23, 2020

VIA E-MAIL

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

Re: Palmetto Berry Contract

Dear Lawanda:

Pursuant to your request, enclosed please find the new Contract on the Palmetto Berries.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy (via e-mail)

CONTRACT

This contract made the _____ day of _____, 2020 between, TAYLOR COUNTY, hereinafter called the COUNTY, and _____, hereinafter called the CONTRACTOR.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The Contractor shall provide all equipment and materials in strict accordance with the specification of the County, to-wit: bid documents which are part of this Contract.

The 296± acres for the harvesting of saw palmetto berries in Taylor County, Florida. The Contractor leases the entire 296± acres. Please see attached General Bid information.

2. **THE CONTRACT PRICE.** The method of compensation and method of contract price shall be the price obtained on the date of sale of the berries. The Contractor will notify the County Administrator, Ms. Lawanda Pemberton on the date of sale and advise the amount of the sale (gross amount) and will forward 35% of the gross sale to the County by check instantler.

3. **CONTRACT TERM.** This contract shall be for a term of ninety (90) days from execution in addition the Contractor shall use the 296± acres for only the harvesting of saw palmetto berries.

A. The Contractor is responsible for safe operation of its equipment and the work of any of its employees involved in ground preparation, ground maintenance and the harvesting of the saw palmetto berries.

B. The Contractor is responsible for the property security related to the preparation and maintenance of the harvesting of the saw palmetto berries.

C. The Contractor shall maintain a list of all personnel, addresses, phone numbers, social security numbers which shall be available to the County.

4. **PRESERVATION OF PROPERTY.** Attached is the legal description of the 296± or an area photograph of same.

The Contractor shall not damage the property, this includes but is not limited to, adjacent property and public and private utilities, in addition:

A. The property will be left in the original condition during and after the harvesting of the palmetto berries.

B. All adjoining and interior roads will be kept in good condition at all times.

- C. There will be no damage to trees.
- D. Wildlife will not be harmed or killed.
- E. No debris or garbage will be left on the property.
- F. The Contractor must provide at least one person fluent in English every day of the harvest.
- G. The Contractor is responsible to see that all individuals working for it are legal able to work in this country.
- H. The Contractor is responsible for any injuries incurred by wildlife, habitat or fencing of adjacent land owners.

5. **ASSIGNMENT.** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. **ADDITIONAL PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor, which includes damage to fencing which must be repaired within 24 hours.

8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the county, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its

sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the county or any of its officers, agents or employees.

9. GENERAL LIABILITY INSURANCE. The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract, and listing the County as an additional insured.

Certificates of such insurance shall be filed with the county prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

10. PERMITS, RULES & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, Environmental Protection Agency.

11. ACCESS TO RECORDS. The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.

12. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide worker's compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. The County will accept a Florida Worker's Compensation exemption certificate with an executed Hold Harmless Release and Indemnity Agreement. The exemption certificate must list all employees of the Contractor.

13. APPLICABLE LAW AND VENUE: This Contract shall be governed by the laws of the State of Florida, and venue of any litigation shall be exclusively in Taylor County, Florida.

14. COMPONENTS PARTS OF THIS CONTRACT. This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) This instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

15. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: _____.

16. **LITIGATION, ATTORNEY'S FEES.** If any litigation arises out of this Contract, the prevailing party is entitled to attorney's fees and costs.

In Witness Whereof, the parties hereto have caused this instrument to be executed in _____ original counterparts this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, Chairperson

BY: _____
CONTRACTOR

ATTESTED: _____
ANNIE MAE MURPHY,
Clerk

WITNESS: _____
FOR THE CONTRACTOR

WITNESS: _____
FOR THE CONTRACTOR



TAYLOR COUNTY ADMINISTRATION

MEMORANDUM

TO: Board of County Commissioners

FROM: Bid Committee

RE: Leasing of 296 \pm acres for the Harvesting of Saw Palmetto Berries in Taylor County

DATE: July 15, 2020

The bid committee for the Saw Palmetto Berries Lease, consists of LaWanda Pemberton, Marsha Durden and Lori Wiggins met on July 15, 2020 to discuss the bid results for the leasing of 296 \pm acres for the harvesting of Saw Palmetto Berries bids that were received by the Board on July 6, 2020. The bids received were as follows:

COMPANY	% OF GROSS SALE	REQUIRED DOCUMENTATION
Huapilla Produce Inc.	35%	Incomplete – Public Entity Crimes Statement. Missing – BOCC on Insurance Policy
Blue & Shiver Enterprises LLC	35%	Complete

The Bid Committee found that the bid package for Blue & Shiver Enterprises was complete but the bid package for Huapilla Produce Inc. had an incomplete Public Entity Crimes Statement and the BOCC was not listed on the insurance policy. Both Companies submitted a bid for 35% of the gross sale.

The Bid Committee respectfully recommends that the Board award the project to Blue & Shiver Enterprises LLC for the bid amount of 35% of the gross sale.

Handwritten signature of LaWanda Pemberton in cursive script.

LaWanda Pemberton

Handwritten signature of Marsha Durden in cursive script.

Marsha Durden

Handwritten signature of Lori Wiggins in cursive script.

Lori Wiggins



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 520
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

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

THIS BID IS SUBMITTED TO:

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

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 296 ± acres for the harvesting of Saw Palmetto Berries. Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.
 - (f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

352

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

The harvest of palmetto berries may commence after the signing of the contract and will end on October 31, 2020.

Payment for harvest will be due by November 30, 2020.

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

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

LaWanda Pemberton, County Administrator
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 6
lpemberton@taylorcountygov.com

7. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

8. **BIDDER AGREES TO LEASE. 296 ± ACRES FOR THE HARVEST OF SAW PALMETTO BERRIES FOR THE PERCENTAGE 35% OF THE GROSS SALE.** (This **MUST** be filled out by Bidder.)

SUBMITTED on July 2nd. 2020

IF BIDDER IS:

AN INDIVIDUAL:

By Richard Keith Shiver (seal)
Individual's Name

Doing business as BLUE & SHIVER ENTERPRISES LLC, L18000204177

Business address 12420 N. Adolph Kemp Rd Greenville, FL 32331

Telephone No.: (850) 295-2176

A PARTNERSHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/20

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

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

PRODUCER Newport Insurance Agency, Inc. P.O.Box 420 Perry, Fla. 32348-0420	CONTACT NAME: Phyllis Newport	
	PHONE (A/C No. Ext): 850-584-2909x300	FAX (A/C No): 850-584-6091
	E-MAIL ADDRESS: pnnewport@fairpoint.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Blue & Shiver Enterprises, LLC 14240 Adolph Kemp Rd. Greenville, Fla. 32331	INSURER A: Century Surety Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ARL DSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	A COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCP834616	82819	82820	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Incl
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Palmetto Berry Picking--Fruit, nut, or Vegable Harvesting contractor

CERTIFICATE HOLDER

CANCELLATION

Taylor County Board of County commissioners
P.O.Box 620
201 E. Green St.
Perry, Fla. 32347

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

AUTHORIZED REPRESENTATIVE



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/16/2019

EXPIRATION DATE: 8/15/2021

PERSON: RICHARD K SHIVER

EMAIL: SHIVERWORK2@HOTMAIL.COM

FEIN: 831719087

BUSINESS NAME AND ADDRESS:

BLUE&SHIVER ENTERPRISES LLC

12420 N ADOLPH KEMP RD

GREENVILLE, FL 32331

SCOPE OF BUSINESS OR TRADE:

Farm: Berry or Vineyard &
Drivers

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01035957

QUESTIONS? (850) 413-1609

PIERRE YLERIL 071-897-208 USCLIS#
Pierre Yleril

LISIONE ELUSMA F425-320-68-724-0 FL DL#
Lisione Elusma

THIMOTEE ESAIE T530-200-73-49-0 FL DL#
Thimotee Esaié

Century Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No: CCP 834616

Effective Date: 08/28/2019 **
12:01 A.M. Standard Time

NAMED INSURED: Blue & Shiver Enterprises LLC

LIMITS OF INSURANCE:

General Aggregate Limit (Other than Product-Completed Operations)	\$	2,000,000	
Products-Completed Operations Aggregate Limit			\$Included in the General Aggregate
Personal and Advertising Injury Limit	\$	1,000,000	
Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You	\$	100,000	Any one Fire/ Occurrence
Medical Expense Limit	\$	5,000	Any one Person

RETROACTIVE DATE: (CG 00 02, CGL 0002, CGL 1551 or CGL 1553)

Coverage A and B of this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" which occurs before the retroactive date shown here N/A

DEDUCTIBLE: Per Claim

\$ 500 Bodily Injury Liability & Property Damage Liability Combined
(this deductible also applies to Personal and Advertising Injury Liability.)

Deductible also applies to Supplementary Payments - Coverages A and B,
Defense Expenses Coverages A and B (form CGL 0002 only)

☒ Yes ☐ No

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

1) 12420 N Adolph Kemp Rd. Greenville FL 32331

PREMIUM

St/Terr Code	Classification	Prem. Basis	Rate: Prem Ops	Pr/Co	ADVANCED PREMIUM Pr/Co	All Other
FL 006 43840	Fruit, Nut or Vegetable-harvesting contractors	s) 20,000	0 193	Incl \$	Incl \$	4
	44444 Waiver of Transfer of Rights of Recovery Against Others to Us - (Fully Earned)				\$	0

Audit period is Annual Unless Otherwise Stated

Total Advance Premium \$ 500 MP

TRIA Coverage \$ 0

Minimum Premium for This Coverage Part \$ 500

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue

See Attached Schedule of Forms, CIL 15 00B 02 02

*Inclusion of Date Optional

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE
NAME OF THIS INSURED AND THE POLICY PERIOD**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for The leasing of 296 ± acres for Harvesting of Saw Palmetto Berries
in Taylor County, Florida
2. This sworn statement is submitted by Blue & Shiver Enterprises LLC
(Name of entity submitting sworn statement)
Whose business address is 12420 Adolph Kemp Road
Greenville, FL 32331 and
(if applicable) its Federal Employer Identification Number (FEIN) is 83-1719087
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is Debra Janea Tyre Shiver and my relationship to the entity
named above is officer
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any bid or contract for goods or services to
be provided to any public entity or an agency or political subdivision of any other state or of the United
States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material
misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,
means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of
guilt, in any federal or state trial court or record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a
plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime: or
 - B. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes those
officers, directors, executives, partners, shareholders, employees, members, and agents who
are in the management of an affiliate. The ownership by one person of shares constituting a
controlling interest in another person, or a pooling of equipment or income among persons
when not for fair another person. A person who knowingly enters into a joint venture with a
person who has been convicted of a public entity crime in Florida during the preceding 36
months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any
natural person or entity organized under the laws of any state or the United States with the legal power
to enter into a binding contract and which bids or applies to bid on contracts for the provisions of
goods or services let by a public entity, or which otherwise transacts or applies to transact business
with a public entity. The term "person" includes those officers, directors, executives, partners,
shareholders, employees, members, and agents who are in the management of an entity.

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

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

Debra J. Shiver
(Signature)

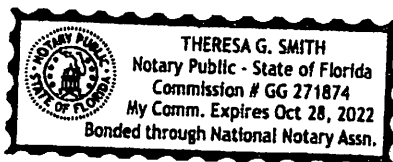
7-2-2020
(Date)

STATE OF Florida
COUNTY OF Taylor

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Debra Shiver,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 2nd
day of July, 2020.

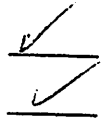
Theresa G. Smith
NOTARY PUBLIC

My commission expires: Oct. 28, 2022



BID CHECKLIST

Check Items Included:



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



Checklist must be included with the bid.

BID CHECKLIST

Check Items Included:

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

Checklist must be included with the bid.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to ratify the signature of the Chairperson on the new Fire Rescue Station Award letter.



MEETING DATE REQUESTED:

August 3, 2020

Statement of Issue: To accept the legislative appropriation to construct a new fire station.

Recommended Action: Ratify signature

Fiscal Impact: \$580,000

Budgeted Expense: Yes

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County requested legislative funding to construct a new fire station. This station will be located on county owned property on Pisgah Road. A formal grant agreement will be forthcoming. The grant period for this funding is July 1, 2020 until June 30, 2021 or until project completion. The County will be providing an in kind match of property and engineering services.

Options: N/A

Attachments: Agreement



July 8, 2020

GRANTEE: Taylor County Board of County Commissioners

PROJECT TITLE: Fire Rescue Station

GRANT PERIOD: July 1, 2020 – To Project Completion

AWARD TOTAL: \$580,000

Congratulations! As the Director of the Division of State Fire Marshal, it is my privilege to advise you that the 2020 Florida Legislature has appropriated funds to support local fire departments. The Legislature has allocated the funding to the Division for distribution during FY2020-21. I have assigned Melissa Dembicer, Contract Manager, to manage your Grant Contract and oversee the completion of your deliverables.

This Award Letter should be completed and signed by the authorized Official in Attachment 1. Please email this letter to Melissa.Dembicer@myfloridacfo.com within 21 business days from the above date.

These Grant funds are intended to be spent starting July 1, 2020, to the end of the performance period. Grant funds will be disbursed to grantees (per the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received, and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

Grantees who anticipate the allocation of additional funds toward the approved project should indicate the amount in Attachment 1. Please see questions in Attachment 1 that must be answered when returning your acceptance of the grant funds.

Please answer the questions in Attachment 1. Attachment 1 will help the Division prepare the grant agreement. Grantees who anticipate the allocation of additional local funds toward the approved project should indicate the amount in Attachment 1.

Again, Congratulations and we look forward to working with you!

Respectfully,


Julius Halas, Director

ATTACHMENT 1

GRANTEE AWARD LETTER:

Please indicate the official name of your Government Entity for Grant Contract purposes:

Taylor County Board of County Commissioners

Name and Title of designated signatory of Grant Contract:

Pam Feagle, Chairperson

Indicate Federal ID#: 59-6000879

Amount of anticipated local contribution: \$ 24,000 in kind

Has the above amount of your allocated budget toward this project been officially approved by your

local government? Yes No (if yes, list date of approval) N/A
(please attach copy of the approval)

If no, on what date do you expect approval from your local government? N/A

Name and Contact information of point of contact for Grant Contract discussions:

Melody Cox, Grants Writer (850) 843-0029

Official authorized to sign this Award Letter:

Pam Feagle

Print Name

Chairperson

Print Position/Title

Pam Feagle
Signature of designated Official

7/15/2020
Date

Please email a fully completed copy of this letter to:

Melissa Dembicer, Esq.
Legislative and Special Projects Coordinator
Division of State Fire Marshal
O: (850) 413-3606 / C: (850) 508-7592
Melissa.Dembicer@myfloridacfo.com

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Ratification of Fire Chief Signature for the Florida Fire Fighter Assistance Grant

Meeting Date:

8/3/2020

Statement of Issue: The current Florida Fire Fighter Assistance Grant application period opened
and closed between scheduled board meetings. Application was signed to meet the deadline
requirement.

Recommendation: Board to consider ratification of the Fire Chiefs signature on the current
Fire Fighter Assistance Grant application.

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

Submitted By: Dan Cassel

Contact: _____

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: With board approval this grant was used twice this fiscal year
to purchase ten (10) new SCBA. The grant is 100% funded with no matching requirements
and is being used to replace existing SCBA that are out of compliance. Replacement SCBA are
currently listed on the CIP.

Options: 1. _____
2. _____

Attachments: 1. F.F.F.G. Application
2. _____



THE DEPARTMENT OF FINANCIAL SERVICES
Division of the State Fire Marshal

APPLICATION FOR FIREFIGHTER ASSISTANCE GRANT PROGRAM

FIRE DEPARTMENT INFORMATION

Name of Fire Department: Taylor County Fire Rescue

Name of Person Completing Form: Dan Cassel

Physical Address: 501 Industrial Park Drive Perry 32348

(Street) (City) (Zip)

Mailing Address: 501 Industrial Park Drive Perry 32348

(Street) (City) (Zip)

EMAIL Address: DCassel@taylorcountygov.com

County: Taylor

Fire Department Telephone Number: 850-838-3522

Fire Department FAX Number: 850-838-3524

Fire Department Identification Number (FDID#): 37022

Federal Tax Identification Number: 59-6000879

What Year was Fire Department Established: 1985

STAFFING INFORMATION

(A)	<u>Total</u> Number of <u>Certified Volunteer Firefighters:</u>	18
(B)	<u>Total</u> Number of <u>Firefighters with a Certificate of Compliance:</u>	18
(C)	<u>Total</u> Number of Other Members: (Not Certified as Volunteer or Career Firefighters)	0
(A + B + C)	<u>Total Number of Persons on Your Fire Department:</u>	36

RESPONSE AREA INFORMATION

What are the Square Miles of Your Response Area?: 1,223
(Do Not Include Mutual Aid Response Area)

What is the Population of Your Response Area?: 21,833
(Do Not Include Mutual Aid Response Area)

FUNDING INFORMATION

Directions: List the total funding received from ANY taxing authority in your current FISCAL YEAR, or in your current CALENDAR YEAR.

Include any funds and grants received from any local governing authority, County, Town, City, Municipality, Independent Special District, Dependent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU).

DO NOT INCLUDE DONATIONS OF ANY TYPE.

Total Funds Received: \$1,492,502.00

Total Grants Received \$ 65,984.35

☐ Calendar Year _____

☒ Fiscal Year 2019/2020

REQUESTED ASSISTANCE

Which of the following items are you requesting? (Please select ALL that apply)

☐ **I AM REQUESTING A GRANT TO TRAIN PERSONS TO BECOME VOLUNTEER FIREFIGHTERS**

Please provide the following information in the narrative section:

- The NUMBER of proposed students to be trained.
- The proposed DATES that the volunteer firefighter practical skill training will be conducted.
- The NAMES of each instructor that will be conducting the training.
- The INSTRUCTOR ID numbers of each instructor that will be conducting the training.
- The LOCATION where the training will occur.
- The LOCATION where the live fire training will occur.

☐ **I AM REQUESTING A GRANT TO RECEIVE PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Please provide the following information in the narrative section:

- The NAMES of each person who will be assigned the PPE.
- The FCDICE numbers of each person who will be assigned the PPE.
- The INVENTORY of all PPE currently in use by your fire department to include:
 - Manufacturer of PPE
 - Date each set of PPE was made, or age of each PPE set.

What percentage of your firefighters are equipped with personal protective equipment (PPE)?

☐ 0% ☐ 1-25% ☐ 26-50% ☐ 51-75% ☐ 76-99% ☐ 100%

What percentage of your firefighters personal protective equipment (PPE) is at least ten (10) years old?

☐ 0% ☐ 1-25% ☐ 26-50% ☐ 51-75% ☐ 76-99% ☐ 100%

☒ **I AM REQUESTING A GRANT TO RECEIVE SELF-CONTAINED BREATHING APPARATUS (SCBA)**

Please provide the following information in the narrative section:

- List each fire apparatus in your department.
- Include the type, year, and model, of each fire apparatus
- Include the number of seated riding positions for each fire apparatus
- The INVENTORY of all SCBA currently in use by your fire department to include:
 - Manufacturer of SCBA
 - Date each SCBA unit was made, or age of SCBA unit.

What percentage of your firefighters on an emergency response can be equipped with SCBA?

☐ 0% ☐ 1-25% ☐ 26-50% ☐ 51-75% ☐ 76-99% ☒ 100%

What percentage of your SCBA are at least ten (10) years old?

☐ 0% ☒ 1-25% ☐ 26-50% ☐ 51-75% ☐ 76-99% ☐ 100%

☐ **I AM REQUESTING A GRANT TO SUBSIDIZE THE COST SHARE OF AN ASSISTANCE TO FIREFIGHTERS GRANT (AFG) TO OBTAIN A NEW PUMPER FIRE APPARATUS**

Please provide the following information from your FEMA AFG Summary Award Notification in the narrative section:

- Name of grantee
- Amount awarded
- Description of award and type of vehicle
- Grantee share of cost
- Period of grant performance

☐ **I AM REQUESTING A GRANT TO RECEIVE A NEW PUMPER FIRE APPARATUS**

Please attach an inventory list of ALL apparatus owned and available for use by your department. For each fire apparatus list the following information in the narrative section:

- Manufacturer and model of each apparatus
- Year each apparatus was manufactured
- Number of miles on each apparatus
- Current engine hours on each apparatus if equipped with an engine hour meter

Please attach photos (four sides) of all apparatus owned and available for use by your department.

Enter the number of each type of apparatus that is owned and available for use by your fire department?

Age (Years)	Engines / Pumpers		Ladders / Aerials		Tankers / Tenders	
	In Service	Reserve	Inservice	Reserve	Inservice	Reserve
0 - 14						
15 - 19						
20 - 29						
30 or more						

GRANT NARRATIVE (use additional sheets if necessary)

Directions:

Please contact the State Fire Marshal if you have any questions: firegrantquestion@myfloridacfo.com

Please provide required information for your grant request here. Include any additional information you feel is important to your grant request. This narrative must demonstrate the financial need of the department.

Taylor County Fire Rescue (TCFR) is requesting ten (10) SCBA to work towards completely equipping our seated positions on all first due response apparatus. We currently have 51 SCBA in our inventory spreaded throughout our seven stations. Of our current inventory 43 are still within ten years of their manufacture date, 10 being purchased last year through this grant, and 8 are over ten years old. In order to fully equip all first due apparatus a total of 54 SCBA would be needed. Using our current inventory of current and outdated we are still short 3 SCBA of being complete.

TCFR is a combination department that serves a large mostly rural area. In our discription of apparatus below you will find that many of our apparatus have two to three seated positions but are listed as four. This is because of the nature of the service we provide. We have a standing order that our volunteers are to respond to their stations and respond in apparatus unless it has already gone en route or the I.C. directs them to the scene for manpower only needs. The additional seated positions are to account for our volunteer response in personal vehicles and provide SCBA for all personnel on scene.

Like many of the departments requesting funds the TCFR budget is very restrained. Approximately 90% of funds budgeted are allocated to personnel and capital cost. The replacment and addtion of SCBA has been included in our countys long term capital improvement plan. Among the need for SCBA our department is also in need of replacment fire apparatus, equipment, and facilities. While the SCBA are on this plan it will likely be several years before we can start to add and/or replace them. If we are awarded this grant it will be a substantial help so that our department can make these improvements while not having to delay other critical items that do not qualify for grants or wait several years to have the project funded.

As part of purchasing the new SCBA last year our department we have implemented an annual fit testing procedure to complement the new air packs to be placed in service. The design and cost of the face masks of our current SCBA limit or abilities to provide multiple sizes. We have included in our search for a new brand to included an affordable mask so that we can assign masks that are sized to the individual fire fighter.

Current SCBA Inventory;

There are currently 51 SCBAs in our inventory

Make	Model	Year Built	Quantity
ISI	Viking DXL	2003	8
ISI	Viking Z7	2012	12
ISI	Viking Z7	2013	21
MSA	G1	2020	10
			51 Total

Apparatus List;

Station 1

Engine 1	2018	Rosenbaur	3 Seated Positions (4 th position established for p.o.v response)
Engine 101	1987	GMC	3 Seated Positions (4 th position established for p.o.v response)
Truck 1	1991	Pierce	3 Seated Positions (4 th position established for p.o.v response)
Squad 1	2016	Ford F 350	2 Seated Positions

(Brush Truck)

Station 2

Engine 2	1999	Pierce	3 Seated Positions (4 th position established for p.o.v response)
Brush 6		Military Surplus LMTV	2 Seated Positions

Station 3

Tanker 3	2006	E-One	3 Seated Positions (4 th position established for p.o.v response)
Squad 3	1986	E- One	2 Seated Positions

(Brush Truck)

Station 4

Engine 4	1999	Pierce	3 Seated Positions (4 th position established for p.o.v response)
Squad 4	2000	Ford F350	2 Seated Positions

(Brush Truck)

Station 6

Engine 6	2005	E-One	6 Seated Positions
Squad 6	2005	Ford F550	2 Seated Positions

(Brush Truck)

Station 7

Engine 7	2014	Spartan	2 Seated Positions (3 rd and 4 th positions est. for p.o.v. response)
Brush 6		Military Surplus LMTV	2 Seated Positions

Station 8

Engine 8	2001	Pierce	3 Seated Positions (4 th position established for p.o.v response)
Tanker 8	1994	Southern Coach	2 Seated Positions (3 rd and 4 th positions est. for p.o.v. response)
Squad 8	2004	Ford F550	2 Seated Positions

(Brush Truck)

54 Total Fire Suppresion Seated positions

Pumper Tankers are equipped for supply operation as well an fire attack

Squad/ Brush Trucks respond to vehicle fires, wildland fires, and quick response to strucutre fire or rural structure fires where larger fire apparatus can not access.

GRANT NARRATIVE (use additional sheets if necessary)

Provide an itemized list and costs of requested items:

Grant Request included;

Quantity	Item	Individual cost	Total cost
10	MSA G1 NFPA Compliant	\$5,204.94	\$52,049.40
10	MSA 4500 psi 45 min. cylinder (Not included with harness)	\$988.71	\$9,887.10
10	MSA G1 Face Mask	\$275.65	<u>\$2,756.50</u>
	Total Request		\$64,693.00

AUTHORIZATION TO SUBMIT GRANT REQUEST

To be completed by the **Fire Chief, or Fire Service Agency Head** of the municipality or county, the state, or any political subdivision of the state, including authorities and special districts, employing firefighters or utilizing volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term "fire service provider" includes any organization under contract or other agreement with such entity to provide such services.

Note: Administration of resources awarded by the Department to the recipient may be subject to audits and/or monitoring by the Department.

Person Submitting Request:	Cassel	Dan
	(Last Name)	(First Name)
Mailing Address:	501 Industrial Park Drive	Perry 32348
	(Street)	(City) (Zip)

EMAIL Address: DCassel@taylorcountygov.com

Telephone Number: 850-838-3522

FAX Number: 850-838-3524

I attest that the information contained in this application is accurate, and that I am authorized to submit this grant request on behalf of the local governing authority, County, Town, City, Municipality, Independent Special District, Independent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU)

	<i>CASSEL</i>	<i>DANIEL</i>	<i>FIRE CHIEF</i>
Printed Name	(Last)	(First)	(Title)
<i>[Signature]</i>			<i>7/21/20</i>
Signature (Notary Required)			(Date)

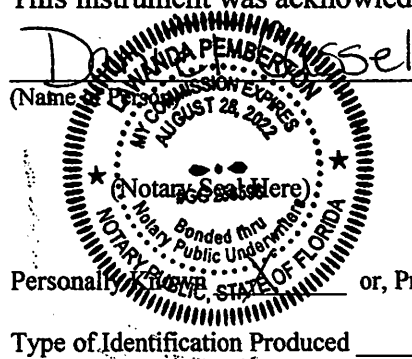
NOTARY REQUIRED

All applications must be notarized.

STATE OF FLORIDA
COUNTY OF Taylor

This instrument was acknowledged before me this 21st day of July, 2020, by

Daniel Cassel
(Name)



Signature of Notary Laudanda Pemberton
Print Notary Information or Stamp Laudanda Pemberton

Personally known _____ or, Produced Identification _____

Type of Identification Produced _____



IN SERVICE TO SERVE YOU
TEN-8 FIRE EQUIPMENT, INC.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
Phone : 800-228-8368
Fax : 941-756-2598

Sales Quote

Page: 1

Sales Quote Number: Q206258
Sales Quote Date: 7/20/2020

Customer ID TAYLOR COUNTY
SalesPerson JOEY HAYES
Email : jhayes@ten8fire.com
Ten-8 Contact JOEY HAYES
Email : jhayes@ten8fire.com

Sell To :
TAYLOR COUNTY FIRE DEPT.
P.O. BOX 620
PERRY, FL 32348

Ship To :
TAYLOR COUNTY FIRE DEPT.
P.O. BOX 620
PERRY, FL 32348

Payment Terms : Due Upon Receipt of
Product Or Service

Ship Via :

Item No.	Description	Unit	Quantity	Selling Pric	Total Price
	TAYLOR COUNTY CUSTOM MSA G1 SCBA INCLUDES: INTEGRATED HEADS UP DISPLAY INTEGRATED VOICE AMPLIFICATION THREADED CYLINDER CONNECTION 15 YEAR WARRANTY	EACH	10	5,610.67	56,106.70
	MSA G1 CYLINDER 4500 45 MIN	EACH	10	1,065.88	10,658.80
	MSA G1 FACE PIECE	EACH	10	297.16	2,971.60
FRT INCL	FREIGHT CHARGES INCLUDED	EACH			

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 69,737.10

Subtotal: 69737.1
Invoice Discount: 0.00
Total Sales Tax: 0.00
Total: 69,737.10

This Quote is valid until 08/19/20

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at www.ten8fire.com/returns.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the 2020-2021 Small County Consolidated Solid Waste Management Grant Application requesting funding assistance in the amount of \$90,909.00.

MEETING DATE REQUESTED:

August 3, 2020

Statement of Issue: Board to approve the 2020-2021 Small County Consolidated Solid Waste Management Grant Application.

Recommended Action: Approve Grant Application.

Fiscal Impact: The County is eligible to receive up to \$90,909 from the DEP Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Yes

Submitted By: Jami Evans, Grants Coordinator

Contact: Jami Evans, Grants Coordinator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The grant funds will be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal.

Attachments: Small County Consolidated Waste Management Grant Application and Grant Work Plan



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Small County Consolidated
Solid Waste Management
Grant Application
Effective Date: December 17, 2013
Incorporated in Rule: 62-716.500(2), F.A.C.

Small County Consolidated Solid Waste Management Grant Application

1. Name of County Taylor County
2. Address of County 201 E. Green Street, Perry, Florida 32347
3. Federal Employer Identification Number 59 - 6000879
4. Name and Title of Contact Person (person handling program on a daily basis)
Name Jami Evans Title Grants Coordinator
5. Address of Contact Person 401 Industrial Park Drive, Perry, Florida 32348
6. Telephone Number of Contact Person (850) 838-3553
7. Population of County 22,115
8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

<input type="checkbox"/> a. Purchasing or repairing solid waste scales	<input type="checkbox"/> e. Maintenance of solid waste facilities
<input checked="" type="checkbox"/> b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention)	<input type="checkbox"/> f. Education for employees or public
<input type="checkbox"/> c. Planning	<input type="checkbox"/> g. Recycling demonstration projects
<input type="checkbox"/> d. Construction of solid waste facilities	
9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.
10. Name and Title of Authorized Representative
Name Pam Feagle Title Chairman
11. This application is due by July 1, of each year.
12. E-Mail Address of Contact person grants.assist@taylorcountygov.com
13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)
13A. Name of County (as it appears in M.F.M.P.) Taylor County Board of County Commissioners
13B. Address of County (as it appears in M.F.M.P.) 201 E. Green Street, Perry, FL 32347

*Consolidated Small County Solid Waste
Management Grant Application
Page 2*

14. Is your County **Self-Insured** for Liability Insurance, appropriate and allowable under Florida Law? YES ___ NO X
If your county is self-insured, **we must have a written statement** from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.

8/03/2020

Signature of Authorized Representative

Date

NOTE: This form may be submitted electronically to waste.grants@dep.state.fl.us or by mail to Financial Management and Procurement, MS 4500, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Taylor County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Taylor County (Grantee) received funding from the Florida Legislature in the amount of \$90,909.00, through Specific Appropriation Line Item No. 1723, Solid Waste Management Trust Fund, Fiscal Year (FY) 2020-21 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing its recycling program costs and waste tire removal program costs. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: All collected recyclable materials are brought to a central facility located at 3750 W. US 98, Perry, Florida 32347 for processing. The recyclable material will be collected from the nine (9) drop-off centers and twenty-five (25) businesses located throughout Taylor County and then transported and disposed of at Newark Recycled Fibers in Tallahassee, Florida.

PROJECT BACKGROUND: The Grantees' Recycling Program provides recycling services for residents and small businesses located throughout Taylor County. Materials including old newspaper, corrugated cardboard, plastic, aluminum cans and metal (ferrous and non-ferrous) are collected and brought to a central facility for processing. The Recycling Program operates nine (9) drop-off centers and schedules regular cardboard pick-ups from twenty-five (25) small businesses located throughout Taylor County. The Grantee needs this funding to help offset the cost for disposal because of its small population and limited funding resources.

PROJECT DESCRIPTION: The Grantee's Department of Environmental Services employs a Recycling Technician, Recycling Secretary, Utilities Mechanic and Heavy Equipment Operator for the administration of its recycling program. Taylor County residents may bring their eligible recyclable material to the collection sites for drop-off and small businesses that wish to be added to the cardboard pick-up schedule may call the Grantee's Department of Environmental Services. The Grantee's drop-off center schedule is available here: <http://www.taylorcountygov.com/pdf/env/SummerRolloff.pdf>. The Grantee currently operates a regular cardboard pick-up schedule for twenty-five (25) small businesses located throughout Taylor County. Grant funds will be used to fully fund three (3) full time positions and partially fund a fourth full time position for the operation of the recycling program. Additionally, grant funds will be used to off-set the costs associated with the Grantee's disposal of waste tires picked up by D.E. Barnes, Inc. of Marianna, Florida.

Additional Narrative: The Grantee's recycling program operations and waste tire disposal needs occur on an on-going basis year-round, and as such the Grantee's operations are budgeted on an annual basis. The annual budget prepared by the Grantee exceeds the grant award amount, and it is understood that any project costs exceeding the grant funding awarded for allowable costs under this Agreement remain the sole responsibility of the Grantee

TASKS and DELIVERABLES:

Task #1: Recycling Program Operations

Deliverable(s): The Grantee will collect, sort and bale the eligible recyclables that are collected from their (9) recycle collection centers and the twenty-five (25) small businesses currently participating in their cardboard pick-up schedule. The collected recyclables are transported to a central processing facility, where they are sorted and either bulked or baled, and then shipped to Newark Recycled Fibers in Tallahassee, Florida for final disposition.

Documentation: The Grantee will submit copies of: time cards, payroll reports to support the hours worked and the fringe rate paid for the various included benefits and proof of payment to the employees. Additionally, the Grantee will provide a summary report for the recyclables collected during the quarter, using the **Recycling Summary Report**, provided by the Department as **Exhibit 1** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review documentation for each deliverable to verify that it meets the specifications above. Upon review and written acceptance by the Department's Grant Manager of documentation for the required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Task #2: Waste Tire Disposal

Deliverable(s): Waste tires are collected at the Grantee's Department of Environmental Services, where they are loaded and removed for proper disposal. The Grantee has an existing contract with D.E. Barnes, Inc. of Marianna, Florida to haul and dispose of waste tires. The Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan.

Documentation: The Grantee will submit documentation of its waste tire disposals. This documentation must include: the date of transportation, number of tires, and registration number of the collector along with the name of the driver. Additionally, the Grantee will provide tonnage summaries, using the **Tonnage Summary Report**, provided by the Department as **Exhibit 2** of this Grant Work Plan. All deliverables may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review documentation for each deliverable to verify that it meets the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of documentation for the required deliverable(s) under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Recycling Pick-up Program Operations	10/1/2020	9/30/2021	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.
2	Waste Tire Collection and Disposal	10/1/2020	9/30/2021	Within thirty (30) calendar days following completion of the event.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Salaries/Wages	\$76,942.00
	Total for Task:	\$76,942.00
2	Contractual Services (Subcontractor)	\$13,967.00
	Total for Task	\$13,967.00

SALARY AND FRINGE BENEFITS BY TASK: Cost reimbursable hourly, fringe, and indirect rate(s) by position may not exceed those indicated below.

Task No.	Position Title	Maximum Rate/Hour
1	Recycling Technician	\$10.50
	Utilities Mechanic	\$11.43
	HEO 1	\$11.33
	Secretary/Office	\$18.38
Task No.	Position Title	Maximum Rate/Hour
2	Recycling Technician	\$10.50
	Utilities Mechanic	\$11.43
	HEO 1	\$11.33
	Secretary/Office	\$18.38

*Note: Full-time employee hourly rates determined by minimum and maximum salary/ 2,080 work hours per year.

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Salaries/Wages Total	\$76,942.00
Contractual Services Total	\$13,967.00
Total:	\$90,909.00

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

To approve and sign the Budget Release Agreement for Taylor County Marine and Natural Resources Extension Agent position for Victor Blanco and to approve funds for this position for the 2020-2021 budget year.

MEETING DATE REQUESTED:**Statement of Issue:**

To approve and sign the Budget Release Agreement for Taylor County Marine and Natural Resources Extension Agent position for Victor Blanco.

Recommended Action:

To approve and sign the Budget Release Agreement for Taylor County Marine and Natural Resources Extension Agent position for Victor Blanco and to approve funds for this position.

Fiscal Impact:

Taylor County \$26,284.98 annually (portion of salary)

Budgeted Expense:

\$26,284.98 (for 2020-2021)

Submitted By:

Lori Wiggins, Taylor County Extension Director

Contact:

850-838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This position is a UF/County split salary. Benefits for this position is paid for by the University of Florida at no cost to the county.

Options:**Attachments:**

[County Letter Head]

June 29, 2020

To Whom It May Concern:

This letter serves to reaffirm the Memorandum of Understanding between the Taylor County Board of County Commissioners and the University of Florida, which is effective 10/1/2019 until 9/30/2022. Per the MOU, Exhibit A is subject to annual approval by the Taylor County Board of County Commissioners. Specifically, the MOU as outlined by Exhibit A FY 2021 will support salary and fringe according to the attached Exhibit A schedule from October 1, 2020-September 30, 2021.

For the University:

For the County:

Lori Wiggins **Date**
County Extension Director
UF/IFAS- Taylor County Extension
203 Forest Park Dr.
Perry, FL 33831

County Representative **Date**

County Representative Title

Eric Simonne **Date**
District Extension Director
2142 Shealy Drive
Gainesville, FL 32611

University of Florida **Date**
Division of Sponsored Programs

Exhibit "A" - PROPOSED Payroll Budget

Marine Sea Grant- Taylor County
Summary
Annual Salary Projections
Projected 06/29/20

Payroll Due From County for Victor Blanco:

FY 2020	25,058.47
FY 2021	26,284.98
FY 2022	26,284.98
	<hr/>
\$	77,628.43

Anticipated Annual Payment Schedule*	Total
January 10	\$ 6,571.24
April 10	\$ 6,571.24
July 10	\$ 6,571.24
September 10 (Projected 9/30)**	\$ 6,571.24
Total :	\$ 26,284.98

Remit Invoice to:

Taylor County
c/o LaWanda Pemberton, County Manager
LPemberton@taylorcountygov.com
201 E. Green Street
Perry, FL 32347
** Also cc Lori Wiggins (lwiggins@ufl.edu)

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

** September 10 invoice is projections through 9/30.

UNIVERSITY may have to submit an adjusted invoice following month end.

Marine Sea Grant- Taylor County
Salary Details
Salary Projections 10/1/2019-09/30/2020

FY 2020

		<u>State</u>	<u>County</u>	<u>Total</u>	<u>4% Margin</u>
Blanco, Victor	31881973				
	Percentage	70.00%	30.000%	100.00%	
	Salary	44,338.27	19,002.12	\$63,340.39	
	Pooled Fringe	11,882.66	5,092.57	16,975.23	
	Faculty Pool Rate:				
	26.80%				
	Grand Totals	56,220.93	24,094.69	\$80,315.62	
	Annual: \$63,340.39		Total Due From County	24,094.69	25,058.47
Position 0001-4741					

County Total FY20: \$ 25,058.47

Marine Sea Grant- Taylor County
Salary Details
Salary Projections 10/1/2020-09/30/2021

FY 2021

	31881973		<u>State</u>	<u>County</u>	<u>Total</u>	<u>4% Margin</u>
Blanco, Victor		Percentage	70.00%	30.000%	100.00%	
		Salary	45,468.55	19,486.52	\$64,955.07	
		Pooled Fringe	13,504.16	5,787.50	19,291.66	
Faculty Pool Rate:						
	29.70%	Grand Totals	58,972.71	25,274.02	\$84,246.73	
				Total Due From County	25,274.02	26,284.98
	Annual: \$64,955.07					
Position 0001-4741						

County Total FY21: \$ 26,284.98

Marine Sea Grant- Taylor County
Salary Details
Salary Projections 10/1/2021-09/30/2022

FY 2022

	31881973		<u>State</u>	<u>County</u>	<u>Total</u>	<u>4% Margin</u>
Blanco, Victor		Percentage	70.00%	30.000%	100.00%	
		Salary	45,468.55	19,486.52	\$64,955.07	
		Pooled Fringe	13,504.16	5,787.50	19,291.66	
Faculty Pool Rate:						
	29.70%	Grand Totals	58,972.71	25,274.02	\$84,246.73	
				Total Due From County	25,274.02	26,284.98
	Annual: \$64,955.07					
Position 0001-4741						

County Total FY22: \$ 26,284.98

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

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

MEETING DATE REQUESTED:

AUGUST 3, 2020

Statement of Issue: TO FUND INMATE MEDICAL CARE AT THE COUNTY JAIL

Recommended Action: TRANSFER FUNDS

Fiscal Impact: \$25,000

Budgeted Expense: No

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD BUDGETED \$75,000 FOR INMATE MEDICAL EXPENSE, BUT THE ACCOUNT HAS BEEN DEPLETED to \$12,149 DUE TO INMATE MEDICAL COSTS SINCE THE BEGINNING OF BUDGET YEAR. THERE ARE OUTSTANDING INVOICES TOTALING APPROXIMATELY \$11,000 PLUS ANY ADDITIONAL MEDICAL TREATMENT FOR INMATES BETWEEN NOW AND THE END OF THE BUDGET YEAR. STAFF RECOMMENDS A \$25,000 TRANSFER FROM CONTINGENCY TO COVER THESE EXPENSES PLUS PROBABLE EXPENSES FOR INMATE MEDICATION.

Options:

Attachments: YEAR TO DATE EXPENDITURE STATUS REPORT

SUNGARD PENTAMATION, INC.
DATE: 07/29/2020
TIME: 10:19:34

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

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expldgr.key_orgn='0200'
ACCOUNTING PERIOD: 10/20

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

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

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	6,800.00	2,396.00	.00	2,396.00	4,404.00	35.24
54500	INSURANCE	41,631.00	.00	.00	41,630.36	.64	100.00
54610	R&M BUILDINGS & GROUNDS	26,322.61	.00	16,204.90	9,417.32	700.39	97.34
54620	R&M EQUIPMENT	9,400.00	4,581.60	596.69	8,464.98	338.33	96.40
54902	LEGAL ADVERTISING	113.00	.00	.00	112.79	.21	99.81
54940	INMATE MEDICAL EXPENSE	81,000.00	20,520.07	1,015.05	67,835.86	12,149.09	85.00
54941	INMATE DRUGS/MEDICATION	18,197.00	3,396.05	.00	17,684.35	512.65	97.18
55103	EQUIPMENT < \$1,000	2,000.00	.00	.00	.00	2,000.00	.00
55202	SAFETY PRODUCTS/SUPPLIES	200.00	.00	.00	.00	200.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	113,887.00	.00	81,262.00	.00	32,625.00	71.35
	TOTAL COUNTY JAIL/INMATE MED.	299,550.61	30,893.72	99,078.64	147,541.66	52,930.31	82.33
	TOTAL GENERAL FUND	299,550.61	30,893.72	99,078.64	147,541.66	52,930.31	82.33
	TOTAL REPORT	299,550.61	30,893.72	99,078.64	147,541.66	52,930.31	82.33

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO APPROVE THE REQUEST TO REMOVE SURPLUS ITEMS FROM COUNTY INVENTORY, AS AGENDAED BY THERESA COPELAND, TECHNOLOGY DIRECTOR

MEETING DATE REQUESTED:

Aug 3, 2020

Statement of Issue: BOARD TO APPROVE REMOVAL OF LISTED DISPOSITIONS

Recommended Action: APPROVE

Fiscal Impact: SEE ATTACHED

Budgeted Expense: NONE

Submitted By: Theresa A. Copeland

Contact: THERESA A. COPELAND, IT DIRECTOR
850-838-3500 x 108

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: LISTED INVENTORY ASSETS BE REMOVED FROM COUNTY INVENTORY IN ORDER TO PURGE USELESS ITEMS

Options: APPROVE

Attachments: SEE ATTACHMENT

Disposition List for approval of Removal

Dept	Assets #	Description
Extension Office	1606	Kenmore Sewing machine
Extension Office	2233	Small Metal Desk
Extension Office	5075	Office Chair
Extension Office	5163	Whirlpool Stove



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Extension
Department Name

1606
Clerk Asset Number:

DEPT 0283
Number

Board Asset Number:

DATE: 11/7/19

To Whom It May Concern:

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

IDENTIFICATION DATA

Name of Item <u>Sewing Table</u>	Room #	Make <u>Kenmore</u>
Model <u>Kenmore sewing machine</u>	Year	Serial Number
Other Description: <u>CC1927</u> <u>sewing table with a sewing machine inside - Has not worked for at least 22 years</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) has not been in use since ~1997

Location: (required) Taylor County Extension Service

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

For C. Wigg
Department Head

Paula R. Pemberton
Chairman Signature
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

2233

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number:

Board Asset Number:

FROM: Extension
Department Name

DEPT 0283
Number

DATE: 11/12/19

To Whom It May Concern:

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

IDENTIFICATION DATA

Name of Item <u>small desk-metal</u>	Room #	Make
Model	Year	Serial Number
Other Description:		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) _____

Location: (required) County extension office

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

For C. Wigg
Department Head

Chairman Signature
Awanda Pemberton
County Administrator Approval

Date Removed From Asset Records

(Signature)
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Extension
Department Name

5075
Clerk Asset Number:

DEPT 0283
Number

Board Asset Number:
DATE: 11/12/19

To Whom It May Concern:

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

IDENTIFICATION DATA

Name of Item <u>Office Chair</u>	Room #	Make
Model	Year	Serial Number
Other Description: <u>office chair - chair is broken and not safe to sit in.</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) Chair is broken

Location: (required) County Extension Office

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Lois C. Wiggins
Department Head

Chairman Signature
Quanda R. McNeal
County Administrator Approval

Date Removed From Asset Records

[Signature]
Fixed Assets Manager



DISPOSITION OF ASSET REPORT
TAYLOR COUNTY, FLORIDA

TO: BOARD OF COUNTY COMMISSIONERS

Clerk Asset Number: _____

Board Asset Number: 5163

FROM: Ext. Office
Department Name

DEPT 0283
Number

DATE: 6/1/2020

To Whom It May Concern:

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

IDENTIFICATION DATA

Name of Item <u>Stove</u>	Room # <u>Kitchen</u>	Make <u>Whirlpool</u>
Model <u>CC1955</u>	Year <u>?</u>	Serial Number <u>3186173</u>
Other Description: <u>White Stove</u>		
Purchased with Grant: Yes/No? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If 'Yes' please explain reason to allow disposition below.		

DISPOSITION DATA

Type of Disposition: Surplus

**** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately.**

Explanation for Disposal: (required) stove isn't working properly.

Location: (required) Taylor County Extension.

APPROVED ☐ DENIED ☐ By the Taylor County Board of Commission: _____ Date _____

Loril Wiggins
Department Head

Chairman Signature
Linda Pemberton
County Administrator Approval

Date Removed From Asset Records

Fixed Assets Manager

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO CONSIDER RENEWAL OF AGREEMENT WITH
THE TAYLOR COUNTY HEALTH DEPARTMENT TO
PROVIDE DENTAL SERVICES TO COUNTY JAIL INMATES.**

MEETING DATE REQUESTED:

AUGUST 3, 2020

Statement of Issue: Agreement expired May, 2020.

Recommended Action: Renew agreement

Fiscal Impact: TBD

Budgeted Expense: Yes

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County Health Department provides dental services for County Jail inmates.

Options:

Attachments: Agreement
Email request

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the Healthiest State in the Nation

MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF HEALTH,
TAYLOR COUNTY HEALTH DEPARTMENT
AND
THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

THIS Agreement is executed between the State of Florida, Department of Health, Taylor County Health Department ("DOH-Taylor") and the Taylor County Board of County Commissioners ("TCBCC") for the provision of dental evaluations and treatment to persons in custody of the Taylor County Jail ("TCJ").

WHEREAS, the TCBCC provides medical care to persons in the custody of the TCJ and employs medical staff to provide such care;

WHEREAS, many of the medical complaints require dental services which exceed the capabilities of the TCJ medical staff;

WHEREAS, DOH-Taylor operates and maintains a dental clinic with the ability to provide dental evaluations and treatment to persons in custody of the TCJ requiring dental services; and

WHEREAS, DOH-Taylor and TCBCC desire to enter into a collaborative agreement whereby the DOH-Taylor dental clinic sees persons in custody of the TCJ to provide dental services, including dental evaluations and treatment.

NOW THEREFORE, in consideration of the mutual promises contained herein, the DOH-Taylor and TCBCC agree as follows:

1. TCBCC Responsibilities:

- a. Refer persons in custody of the TCJ to DOH-Taylor for dental evaluation and treatment, to include exam, xrays and extractions if necessary
- b. Complete the registration application and all documentation required by the DOH-Taylor dental clinic for the provision of services.
- c. Transport persons in custody of the TCJ to and from the DOH-Taylor dental clinic.
- d. Reimburse DOH-Taylor at the current \$150 reimbursement rate. The current rate will be updated each fiscal year, and the TCBCC will be notified in writing when the annual rate will be updated.

- e. Ensure proper payment for DOH-Taylor services is made within thirty (30) days of invoice.
- f. Inmate must be on antibiotics a minimum of 5 days and have a scheduled appt no later than 2 days upon completion of antibiotic cycle.

2. DOH-Taylor Responsibilities:

- a. Provide dental services to persons in the custody of the TCJ, with services limited to extractions and temporary fillings in emergency and non-emergency situations.
- b. Provide dental treatment plans for persons in the custody of the TCJ.
- c. Provide written dental treatment protocols for the TCJ medical staff.
- d. Ensure there is not an interruption of the scope of dental services in the event of an inability of the dentist to provide the scope of dental services.
- e. Provide monthly invoice, if a person in custody of the TCJ is seen within the month, to the TCJ Administrator at the end of every month outlining the amount and nature of services rendered at the current Medicaid reimbursement rate.

3. Scheduling.

The parties will establish a mutually agreed upon appointment time. If a scheduled appointment is broken less than twenty-four (24) hours before the scheduled appointment, the current reimbursement rate of \$150 will be charged for the missed appointment.

4. Patient Confidentiality.

Where applicable, TCBCC and DOH-Taylor agree that they will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). In furtherance of this provision, the parties agree to enter into the HIPAA Business Associate Agreement, attached and incorporated herein as "Attachment A".

5. Hold Harmless.

DOH-Taylor and TCBCC are completely separate entities and neither party may obligate the other in any manner. DOH-Taylor and TCBCC agree to accept and to be responsible for its own acts or omissions as well as those of its employees and agents, and nothing in this Agreement should be interpreted or construed to place any such responsibility onto the other party. The parties acknowledge that DOH-Taylor is part of the Florida Department of Health, an executive branch agency of the State of Florida. Nothing in this agreement should be construed to be a waiver of sovereign immunity any greater than the limited waiver set forth in Section 768.28, Florida Statutes.

6. Term.

This Agreement shall remain in effect for one (1) year, commencing on the date the Agreement is signed by both parties, and shall automatically renew for two (2) additional one (1) year terms, unless otherwise terminated or amended, as provided herein. A new agreement will be required after three (3) years.

7. Termination.

Either party may terminate this Agreement upon prior written notice to the other party if there is evidence of unethical behavior, negligence, or non-performance of responsibilities as set forth in this

agreement. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party.

8. Dispute Resolution.

The parties agree to consult with one another and exert best effort to resolve disagreements that may arise under or relating to this Agreement, including termination or re-negotiation.

9. Notice.

All communication with TCHD regarding this agreement should be made in writing to:

Padraic Juarez, Administrator
Florida Department of Health in Taylor County
1215 N. Peacock Avenue, Perry, Florida 32347
Telephone: (850) 584-5087
Facsimile: (850) 584-8653

All communication with TCSO regarding this agreement should be made in writing to:

Captain Richard Johnson, Administrator
Taylor County Jail
108 N. Jefferson Street, Suite 103, Perry, Florida 32347
Phone number: (850) 584-4225
Fax number: (850) 584-7016

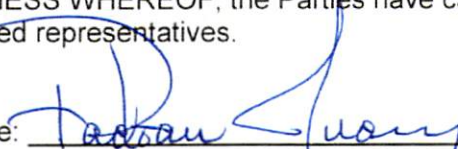
10. Inspectors General.

The parties hereto acknowledge and understand that they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), Florida Statutes.

11. Entire Agreement.

This Agreement contains the entire understanding between and among the parties respecting the subject matter of this Agreement. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement. Parties shall give thirty (30) days notice of intent to re-negotiate or otherwise amend the conditions of this Agreement, except as may be otherwise expressly provided in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Signature: 
Padraic Juarez, MS REHS CPM
Administrator, Taylor County Health Department

Date: 7/21/20

Signature: _____
Honorable Pam Feagle
Chairman, Taylor County Board of County Commissioners

Date: _____

Signature: _____
Honorable Annie Mae Murphy
Clerk of Court, Taylor County

Date: _____

16A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER RATIFICATION OF THE TAYLOR COUNTY ADMINISTRATOR'S SIGNATURE FOR FEMA NON-CONGREGATE SHELTERING REQUEST.

Meeting Date:

AUGUST 3, 2020

Statement of Issue: THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE FEMA NON-CONGREGATE SHELTERING REQUEST 30 DAY REASSESSMENT.

Recommendation: APPROVE

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

Submitted By: KRISTY ANDERSON, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: IN ACCORDANCE WITH SECTION 502 OF THE ROBERT T. STAFFORD DISASTER AND RELIEF EMERGENCY ASSISTANCE ACT, ELIGIBLE EMERGENCY PROTECTIVE MEASURES TAKEN TO RESPOND TO THE COVID-19 EMERGENCY AT THE DIRECTION OF GUIDANCE OF STATE, LOCAL, TRIBAL, AND TERRITORIAL HEALTH OFFICIALS MAY BE REIMBURSED UNDER CATEGORY B OF FEMA'S PUBLIC ASSISTANCE PROGRAM.

Options: 1. APPROVE
2. NOT APPROVE

Attachments: 1. TAYLOR COUNTY NON-CONGREGATE SHELTERING REASSESSMENT REQUEST LETTER

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

July 10, 2020

Ms. Gracia B. Szczech
Region IV Administrator
Federal Emergency Management Agency
3003 Chamblee-Tucker Road
Atlanta, Georgia 30341

RE: Reimbursement for Non-Congregate Sheltering
Disaster: DR-4486-FL, Florida Covid-19 Pandemic
Subrecipient: Taylor County
FIPS: 123-99123-00

Subsequent to President Trump's March 13, 2020, Nationwide Emergency Declaration for Coronavirus Disease 2019 (COVID-19)/President Trump's approval of Major Disaster DR-4486-FL and the recognition that the extension of non-congregate sheltering may be necessary to save lives and protect health and safety during this Public Health Emergency, Taylor County requests approval for reimbursement of costs associated with non-congregate sheltering for DR-4486-FL, Florida Covid-19 Pandemic.

Taylor County requests an extension of FEMA's approval letter of June 10, 2020 for non-congregate sheltering. Since FEMA's approval, we have housed zero of individuals in non-congregate sheltering at an estimate costs of \$0, and are seeking additional time for reimbursement under Public Assistance category B – Emergency Protective Measures to continue taking measures to protect public health and safety. This request is being made to ensure public health and safety for both the individuals who are in non-congregate sheltering and to stop the spread of COVID-19.

Background:

When we were first approved for non-congregate sheltering, we had 47 people infected with COVID-19 and 0 number of fatalities as a result. The need for individuals who were in need at that time was 0. As of today, we have 109 number of people infected with COVID-19 and 1 fatality as a result.

As provided in our original request we explored options such as college dorms, rental properties and hotels and found that our most effective and cost-effective option was hotels. We have reassessed and continue to utilize the current plan in place but for additional time.

The State of Florida Executive Order Number 20-83 is still in place as of March 24, 2020. We continue to work with our local Health Official to provide non-congregate sheltering to the individuals approved as a life saving measure and to stop the spread of COVID-19. Attached are the pertinent letters and Executive Orders.

As approved in FEMA's approval of June 10, 2020, we request continued approval of the following individuals:

Healthcare workers, first responders, and local populations for isolation due to COVID-19 status. This includes non-hospital, admitted, suspected, or recovered COVID-19 patients. The County would also like to include the general population as part of the approved target population.

Cost Analysis:

Pursuant to the Public Assistance Program and Policy Guide (PAPPG), Chapter 2: VI.B.10.b *Sheltering*, Taylor County finds that non-congregate sheltering with hotels is the best available option for meeting the urgent public health needs of Covid-19 and to protect health and safety in the community.

Conclusion:

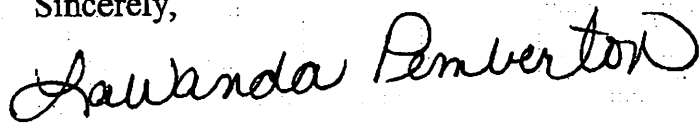
Taylor County actively chose non-congregate sheltering to address the immediate public health and safety needs of individuals that were in need of isolation. Taylor County conducted assessments to review best alternative possibilities. But due to lack of housing, hoteling for the affected population is ultimately the best way forward to preserve the health and safety of the community.

We confirm our review of the Regional Administrator's Memo re: Non-Congregate Sheltering Delegation of Authority and accept all criteria. Specifically, Taylor County confirms that funding to support non-congregate sheltering has not been received by any other federal agency. Taylor County will follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in contracts. All applicable Environmental and Historic Preservation laws, regulations, and executive orders apply and will be adhered to as a condition of assistance.

Thank you for your consideration of this request under Public Assistance Emergency Protective Measures.

If you have any questions, please contact Kristy Anderson at 850-838-3575 or Kristy.anderson@taylorsheriff.org.

Sincerely,

A handwritten signature in cursive script that reads "LaWanda Pemberton".

LaWanda Pemberton
Taylor County Administrator

Attachments:

1. State of Florida Office of the Governor Executive Order #20-83
2. State of Florida Department of Health Public Health Advisory
3. State of Florida Department of Health Declaration of Public Health Emergency

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The Board to consider adoption of draft Resolution in support of the dedication of a portion of U.S. 19 as the "Joshua S. Montaad Memorial Highway".

MEETING DATE REQUESTED:

August 3, 2020

Statement of Issue: To adopt a resolution in supporting an honorary road designation.

Recommended Action: Adopt Resolution

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 838-3500 X 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On Jun 6, 2017, Officer Joshua S. Montaad was tragically killed in a single vehicle crash on U.S. 19, near Burley Brannen Road, in Taylor County. Officer Montaad was employed by the Florida Department of Agriculture and Consumer Services-Office of Agricultural Law Enforcement.

Representative Chuck Brannan has asked for the Board's support to designate a portion of U.S. 19 as the "Joshua S. Montaad Memorial Highway".

Options: N/A

Attachments: Draft Resolution
Email Request

7
TAYLOR COUNTY, FLORIDA

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, DEDICATING A PORTION OF US 19 BETWEEN LUTHER WILSON ROAD AND THE ECONFINA RIVER BRIDGE IN TAYLOR COUNTY AS "JOSHUA S. MONTAAD MEMORIAL HIGHWAY", FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES-OFFICE OF AGRICULTURAL LAW ENFORCEMENT

WHEREAS, the Department of Agriculture and Consumer Services - Office of Agricultural Law Enforcement requested the Board of County Commissioners support legislation to designate a portion of U.S. 19 between Luther Wilson Road and the Econfina River Bridge in Taylor County is designated as "Joshua S. Montaad Memorial Highway."; and

WHEREAS, Section 334.071, Florida Statutes, authorizes the Board of County Commissioners to adopt a resolution in supporting honorary road designations within the County; and

WHEREAS, Governor Ron DeSantis signed into law CS/CS/SB 78 – Transportation Bill which states, That portion of U.S. 19 between Luther Wilson Road and the Econfina River Bridge in Taylor County is designated as "Joshua S. Montaad Memorial Highway." ;and

WHEREAS, on June 6th, 2017, Officer Joshua Montaad was tragically killed in a single vehicle crash on U.S. 19, near Burley Brannen Road, in Taylor County; and

NOW THEREFORE, LET IT BE RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:

The Board of County Commissioners of Taylor County supports the honorary designation of a portion of U.S. 19 between Luther Wilson Road and the Econfina River Bridge in Taylor County is designated as "Joshua S. Montaad Memorial Highway."

PASSED AND DULY ADOPTED at its regular meeting of the Board of County Commissioners of Taylor County, Florida, on this ____ day of July, 2020

BOARD OF COUNTY COMMISSIONERS

ATTEST: TAYLOR COUNTY, FLORIDA

By:

Clerk of Courts

Chairman

(SEAL)

Approval as to form and correctness:

County Attorney

I am Staz Guntek, Legislative Assistant to Representative Chuck Brannan in House District 10. I hope you all are well. This past legislative session, Rep. Brannan passed a road naming designation bill. This previous bill was primarily focused on fallen Agriculture Law Enforcement Officers. We have one designation for Taylor County- Officer Joshua Sanchez Montaad was killed in a single vehicle crash. Below is the bill text and the link. We would like to respectfully request a resolution to be on the BOCC agenda when convenient. Please reach out if you have any questions.

<https://www.odmp.org/officer/23268-officer-joshua-sanchez-montaad>

<https://www.myfloridahouse.gov/Sections/Documents/loaddoc.aspx?FileName= s0078er.DOCX&DocumentType=Bill&BillNumber=0078&Session=2020>

Thanks,

Staz Guntek
Legislative Assistant to Representative Chuck Brannan
Florida House of Representatives District 10
1262 SE Baya Drive | Lake City, FL 32025
Main 386-758-0405 | Fax 386-758-0407
Baker | Columbia | Hamilton | Suwannee and a portion of Alachua

Staz Guntek
Legislative Assistant to Representative Chuck Brannan
Florida House of Representatives District 10
1262 SE Baya Drive | Lake City, FL 32025
Main 386-758-0405 | Fax 386-758-0407
Baker | Columbia | Hamilton | Suwannee and a portion of Alachua

Marsha Durden

From: LaWanda Pemberton
Sent: Wednesday, July 22, 2020 5:02 PM
To: Marsha Durden; Agenda
Subject: FW: Road Designation for Taylor County- Officer Joshua Sanchez Montaad
Attachments: Taylor County Resolution.docx

Follow Up Flag: Follow up
Flag Status: Flagged

From: Guntek, Staz [<mailto:Staz.Guntek@myfloridahouse.gov>]
Sent: Thursday, July 16, 2020 12:28 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: RE: Road Designation for Taylor County- Officer Joshua Sanchez Montaad

Attached is the draft of the resolution- Please let us know when it will be on the agenda and if we can assist in any other way.

Thanks,

Staz Guntek
Legislative Assistant to Representative Chuck Brannan
Florida House of Representatives District 10
1262 SE Baya Drive | Lake City, FL 32025
Main 386-758-0405 | Fax 386-758-0407
Baker | Columbia | Hamilton | Suwannee and a portion of Alachua

From: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Sent: Thursday, July 16, 2020 10:00 AM
To: Guntek, Staz <Staz.Guntek@myfloridahouse.gov>
Subject: RE: Road Designation for Taylor County- Officer Joshua Sanchez Montaad

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.
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We will be happy to. Do you have a draft resolution you could send to me so that we have the general format ?

From: Guntek, Staz [<mailto:Staz.Guntek@myfloridahouse.gov>]
Sent: Wednesday, July 15, 2020 3:14 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: Road Designation for Taylor County- Officer Joshua Sanchez Montaad

Good afternoon,

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Meeting Date:

August 3rd 2020

PRESENTATION OF BIG BEND WATER AUTHORITY 2020-2021 BUDGET

Statement of Issue: _____

Recommendation: APPROVAL OF BBWA 2020-2021 BUDGET

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

Submitted By: MARK REBLIN

Contact: 352-498-3576

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: _____

Options: 1. _____

2. SEE ATTACHED BUDGET FY 2020-2021

Attachments: 1. _____

2. _____

BUDGET 2020-2021

	A	B	C	D
1		CURRENT BUDGET	PROPOSED BUDGET	
2		2019-2020	2020-2021	
3	Water - Residential	\$ 750,846.00	770,000.00	
4	Water - Commerical	\$ 81,711.00	84,000.00	
5	WW - Residential	\$ 254,499.00	261,000.00	
6	WW - Commerical	\$ 45,000.00	46,125.00	
7	Non / Payment Fees	\$		
8	Late Fees (W)	\$		
9	late Fees (W W)	\$ 9,188.00	9,188.00	
10	New Installation (W)	\$ 1,260.00	1,260.00	
11	New Installation (WW)	\$ 10,400.00	15,600.00	
12	Pipeline Reserve	\$ 78,000.00	117,000.00	
13	AMR	\$ 34,000.00	34,000.00	
14	Reconnects	\$ 6,400.00	6,400.00	
15	Upgrade Water meter	\$ 21,600.00	21,600.00	
16	TOTAL CHARGES FOR SERVICES	\$ 1,292,904.00	1,366,173.00	
17				
18	NSF FEES			
19	Credit Card Fees	\$ 263.00	263.00	
20	Interest Income	\$ 1,838.00	1,838.00	
21	Miscellaneous Income	\$ 1,000.00	1,000.00	
22		\$ 2,625.00	2,625.00	
23	TOTAL OTHER OPERATING REVENUE	\$ 5,726.00	5,726.00	
24				
25				
26				
27				
28	TOTAL OPERATING REVENUE	\$ 1,298,630.00	1,371,899.00	
29				
30				
31				
32				

BUDGET 2020-2021

	A	B	C	D
33				
34				
35		CURRENT BUDGET	PROPOSED BUDGET	
36	PERSONAL SERVICES	2019-2020	2020-2021	
37	Salary - General Manager	\$ 71,500.00	71,500.00	
38	Salary - Accounting	\$ 48,510.00	51,420.00	
39	Salary - Clerical	\$ 28,875.00	30,607.00	
40	Salary - Operators	\$ 83,160.00	88,146.00	
41	Salary - Field	\$ 67,000.00	71,020.00	
42	Salary - Overtime/ etc	\$ 8,400.00	8,904.00	
43	Gen Manager Travel	\$ 8,580.00	8,580.00	
44	FICA Taxes	\$ 24,176.00	24,602.00	
45	State Unemployment Taxes	\$ 3,668.00	4,000.00	
46	Workers Comp Insurance	\$ 11,025.00	11,500.00	
47	Employee Health & Life	\$ 44,352.00	60,000.00	
48	Retirement	\$ 24,350.00	25,000.00	
49	TOTAL PERSONAL SERVICES	\$ 423,596.00	455,279.00	
50				
51	DIRECT OPERATING EXPENSE			
52	Plant Chemicals (W)	\$ 23,500.00	23,500.00	
53	Plant Chemicals (WW)	\$ 4,165.00	4,165.00	
54	Plant Supplies	\$ 4,000.00	4,000.00	
55	Repair/Maintenance Plant (W)	\$ 40,000.00	75,000.00	
56	Repair/Maintenance Plant (WW)	\$ 40,000.00	75,000.00	
57	Captl Imprve-Water/WW	\$ 50,000.00	75,000.00	
58	Utilities - Plant	\$ 42,735.00	42,735.00	
59	Utilities - Waste Water Plant	\$ 15,015.00	15,015.00	
60	Utilities - Lift Stations	\$ 9,240.00	9,240.00	
61	Water / Sewer Testing	\$ 14,170.00	14,170.00	
62	TOTAL DIRECT OPERATING EXPENSE	\$ 242,825.00	337,825.00	
63				
64				
65		CURRENT BUDGET	PROPOSED BUDGET	
		2019-2020	2020-2021	

BUDGET 2020-2021

	A	B	C	D
66	INDIRECT OPERATING EXPENSE			
67	Advertising	\$ 1,575.00	\$1,575.00	
68	Audit	\$ 25,410.00	25,410.00	
69	Legal	\$ 23,760.00	23,760.00	
70	Bad Debt / Write off Uncollectible)	\$ 2,310.00	\$2,310.00	
71	Auto	\$ 9,818.00	\$9,818.00	
72	Bank Service Charges	\$ 420.00	\$420.00	
73	Computer Support	\$ 6,825.00	\$6,825.00	
74	Credit Card Services	\$ 6,300.00	\$6,300.00	
75	Dues & Subscriptions	\$ 210.00	\$210.00	
76	Education	\$ 100.00	\$100.00	
77	Garbage Collection	\$ 1,100.00	\$1,100.00	
78	Generator Diesel	\$ 2,310.00	\$2,310.00	
79	General Liability Insurance	\$ 47,250.00	\$47,250.00	
80	Office/Computer Supplies	\$ 5,085.00	\$4,000.00	
81	License/Fees	\$ 1,000.00	1,000.00	
82	Photocopy	\$ 3,465.00	\$3,465.00	
83	Postage	\$ 7,875.00	\$7,875.00	
84	Telephone	\$ 5,775.00	\$5,775.00	
85	Cell	\$ 2,625.00	\$2,625.00	
86	Utility Locate	\$ 578.00	\$578.00	
87	Travel	\$ 1,155.00	\$1,155.00	
88	Miscellaneous	\$ 1,155.00	\$600.00	
89				
90				
91				
92	TOTAL INDIRECT OPERATING EXPENSE	\$ 156,101.00	\$154,461.00	
93				
94	TOTAL OPERATING EXPENSE	\$ 822,522.00	\$947,565.00	
95				
96	OPERATING INCOME/LOSS	\$ 476,108.00	\$424,334.00	
97				
98		CURRENT BUDGET 2019-2020	PROPOSED BUDGET 2020-2021	

BUDGET 2020-2021

	A	B	C	D
99	NON/OPERATING INCOME & EXPENSE			
100	Accrual Interest	\$ (75,000.00)		
101	Note Principal Reduction	\$ (108,234.00)		
102	Service Fees			
103	TOTAL NON/OPERATING EXPENSE	\$ (183,234.00)		
104				
105				
106				
107	CASH TO ACCRUAL ADJUSTMENT			
108	Depreciation Expense Water	\$ (233,465.00)		
109	Depreciation Expense WasteWater	\$ (155,643.00)		
110	Principal Reduction	\$ 108,234.00		
111				
112	TOTAL ACCRUAL ADJUSTMENT	\$ (280,874.00)		
113				
114				
115	TOTAL GAIN/LOSS			
116				
117				
118	"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."			

BUDGET 2020-2021

	A	B	C	D
99	NON/OPERATING INCOME & EXPENSE			
100	Accrual Interest	\$ (75,000.00)	-72,431.00	
101	Note Principal Reduction	\$ (108,234.00)	-119,639.00	
102	Service Fees			
103	TOTAL NON/OPERATING EXPENSE	\$ (183,234.00)	-192,070.00	
104				
105				
106				
107	CASH TO ACCRUAL ADJUSTMENT			
108	Depreciation Expense Water	\$ (233,465.00)	-72,431	
109	Depreciation Expense WasteWater	\$ (155,643.00)	-155,643	
110	Principal Reduction	\$ 108,234.00	119,639	
111				
112	TOTAL ACCRUAL ADJUSTMENT	\$ (280,874.00)	-232,264.00	
113				
114				
115	TOTAL GAIN/LOSS			
116				
117				
118	"THE PROPOSED RATES ARE UNCHANGED FROM THE PRIOR YEAR'S BUDGET."			

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**FY 2020 Quarter 2 Status Report to Taylor County BOCC by
Langton Associates, Inc. on Construction Engineering and
Inspection Services provided for the Taylor County FRA
Competitiveness & Employment By Rail (CEBYR) Project**

MEETING DATE REQUESTED:

Monday, August 3, 2020

Statement of Issue: Quarterly Status Report

Recommended Action: Informational

Fiscal Impact: None

Budgeted Expense: None

Submitted By: Heather Pullen, Grant Administrator, Langton Associates, Inc.

Contact: LaWanda Pemberton, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

This quarterly report includes an update on required construction tasks and activities completed during second quarter of FY 2020 (April 1 – June 30, 2020). Heather Pullen from Langton Associates, Inc. will provide a verbal report of the latest construction tasks and activities that have completed for this project.

Options: N/A

Attachments: Quarterly Report – Taylor County CEBYR Project – 4/1/20-6/30/20



Langton
CONSULTING



**Taylor County RESTORE Act Program
Planning and Design – Coastal Dredging Projects for Keaton Beach and
Steinhatchee Boat Ramp
Status Update Report**

Performance Period: June 1, 2020 – July 31, 2020	
Grant Award Updates	<ul style="list-style-type: none">• Treasury approved and awarded the County's first grant application for the Planning and Design portion of the Coastal Dredging Projects for Keaton Beach and Steinhatchee Boat Ramp on 6/18/20• Taylor County BOCC voted to approve the Award Agreement on 7/6/20• Taylor County accepted the Grant Award on 7/8/20
Implementation Schedule	<ul style="list-style-type: none">• An Implementation Schedule was completed on 7/17/20 that includes all of the tasks and activities that will take place over the one year grant period
Tasks and Activities	<ul style="list-style-type: none">• 2020 Operational Self-Assessment Report was completed and submitted to Treasury on 7/17/20• There are five (5) Special Award Conditions that must be cleared to authorized funding. The Special Award Conditions will be cleared by the Grant Administrator by submission of Taylor County's internal policies and procedures to Treasury within the first ninety-days of the project• The RFP for the Planning Consultant that will be procured to complete this project has been approved and is in the planning stages of solicitation. The Grant Administrator will work with the County Engineer to determine dates for advertisement

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

Taylor County RESTORE Act Program Update for Planning and Design – Coastal Dredging Projects for Keaton Beach and Steinhatchee Boat Ramp

MEETING DATE REQUESTED:

Monday, August 3, 2020

Statement of Issue: Status Report

Recommended Action: Informational

Fiscal Impact: \$148,500.00

Budgeted Expense: None

**Submitted By: Heather Pullen, Grant Administrator Langton Associates, Inc.
Contact: LaWanda Pemberton, County Administrator**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The County's first RESTORE Act Direct Component Grant Program Application for Planning and Design – Coastal Dredging of Keaton Beach and Steinhatchee Boat Ramp projects was approved and awarded by the U.S. Department of Treasury on June 18, 2020. The Award Agreement was officially accepted by Taylor County on July 8, 2020.

Options: N/A

Attachments: Status Report – 6/1/20-7/31/20



**Taylor County FRA CEBYR Project Construction Engineering & Inspection Services and
Grant Administration
Quarterly Status Report**

Performance Period: April 1, 2020 – June 30, 2020	
Construction Engineering & Inspection Services	<ul style="list-style-type: none">• Reviewed and approved two payment reimbursements totaling \$9,395,861.47• Performed On-site monitoring visit to construction site on May 4, 2020. Monitoring Report provided to County Administrator and Grants Department
Grant Administration	<ul style="list-style-type: none">• Developed and submitted the Quarterly Performance and Financial Progress Reports for FRA approval (4/30)• Developed and submitted two payment reimbursements totaling \$9,395,861.47 (5/20 and 6/3)• Managed procurement process for three subcontracts for Rail Flaw Testing, Rail Geometry Testing and Signals Design
Construction Update	<ul style="list-style-type: none">• Vegetation is 98% complete (Site-Preparation)• Tie Replacement is 77% on the mail line is complete• Cross Tie Replacement is 72% complete• Ballast and Roadbed work is 28% complete• Bridge Repairs are 15% complete• Rail work is underway• Overall construction is 65% complete as of June 30, 2020• Construction is anticipated to be complete by September 15, 2020

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:****TAYLOR COASTAL WATER AND SEWER DISTRICT'S INABILITY TO SERVICE CERTAIN LANDOWNERS****Meeting Date:**

August 3, 2020 at 6:00 p.m.

Statement of Issues:

Certain property owners within the Taylor Coastal Water and Sewer District ("TCWSD") are being denied connection for services due to conditions in a USDA construction loan that was obtained in order to construct the TCWSD water and sewer plant.

Recommendation:

Amend Taylor County Code §66-150 to exempt property owners who are precluded from obtaining water and sewerage services from the TCWSD.

Fiscal Impact:

\$0.00 Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted by:

Ray Curtis, Attorney for JKSW Investments, LLC

Contact:

Ray Curtis
103 N. Jefferson Street
Perry, FL 32347
ray@thecurtislawfirm.com
850-584-5299

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

I represent George and Stephanie Weldon. They own JKSW Investments, LLC, which in turn owns 28 acres located at 18835 Beach Road, Perry, Florida 32348, Parcel ID number 06643-000.

They are interested in, assuming they can meet all other requirements under the law, creating a RV park at that location.

I started by speaking with the Taylor County Health Department. It advised that if TCWSD was unable to provide a hookup for the same, that JKSW should seek a "waiver" by TCWSD. Once JKSW obtained such a waiver, then JKSW could apply for sewerage and water through the governmental agencies that would otherwise be responsible for the same (i.e. Taylor County Health Department, Suwannee River Water Management District, and the Florida Department of Environmental Protection).

I appeared before the TCWSD Board on October 22nd, 2019 in order to determine if JKSW could connect such an RV park project to TCWSD, or in the alternative, if JKSW could obtain such a waiver. ****Meeting Minutes Attached****

At that meeting, I was advised that the TCWSD was unable to offer connectivity to such a project due in part to restrictions on their USDA loan that was utilized to construct the water and sewer treatment plant. However, I was also advised at that meeting that the TCWSD could not or would not issue a "waiver" as it had been termed by the Taylor County Health Department.

I was also advised, as reflected in the meeting minutes, that TCWSD was only using around 40% of its sewage processing capacity. The same is reflected in the attached 2018 Capacity Report submitted to the Florida Department of Environmental Protection by TCSWD. ****2018 Capacity Report Attached****

I submitted a public records request to the TCWSD and asked it to provide documents and maps that supported its assertion at the October 22nd, 2019 meeting. ****Public Records Request Attached****

TCWSD has advised that, due to restrictions on its USDA funding, it can "...only serve development that was in existence (including platted areas) at that time." See October 30th, 2019 Email from Mary Gavin (of the Southeast Rural Community Assistance Project, Inc.) to the TCWSD Director, Lynn Senter, quoting USDA's Program Director.

Within the TCWSD service area however, only a portion of the properties were on the list incorporated into the USDA loan, as those were the only ones developed and in need of services at that time.

However, since Taylor County Code §66-150 requires "...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter," certain people within the service area that can't connect to TCWSD also are prohibited from looking at options other than TCWSD.

According to TCWSD Director Lynn Senter's October 23rd, 2019 email to Mary Gavin, there are at least 20 more people, in addition to JKSW, with pending applications for water and sewer connections that have been denied for this same reason. ****NOTE: TCWSD had two policies in place since 2006 (policy 2005-01 and 2006-03) that expressly permitted new connections it is now claiming are prohibited, until those policies were repealed at the February 2020 TCWSD meeting. They are attached.****

It would seem that if TCWSD cannot provide water and sewer services to a large portion of the property owners in their service area, then other methods of liquid waste disposal and potable water should be available to those property owners. Otherwise, the lack of the property owner to meaningfully utilize his/her/its property would likely constitute a government taking, not to mention it would cause uproar from a lot of property owners.

I reached out to the attorney (at the time – Mike Smith) for TCWSD to see if TCWSD would be willing to have a conference call or meeting with the USDA, TCWSD, and JKSW, to

discuss the possibility of amending the USDA loan terms to address this dilemma. **Emails attached.**

Attorney Smith advised that he has advised TCWSD "not to become engaged with your client's endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties."

I then requested to appear before the Board of County Commissioners at its January 6th, 2020 meeting.

At that meeting, I gave a presentation. At the conclusion of my presentation, there was brief discussion by the Board. The Board then directed me to meet with the County Attorney to attempt to draft an ordinance for the Board's consideration, that would amend §66-150.

On February 3rd, 2020, I met with the County Attorney at his office to review the issues and the suggestion of an ordinance amendment.

The County Attorney asked me to pull a copy of Ordinance 2005-3; then draft the body of the amendment ordinance based on 2005-3; then send to the County Attorney for review.

I obtained a copy of Ordinance 2005-3 and drafted the amending ordinance using 2005-3 as a template. Then, on February 17th, 2020, I presented a draft ordinance amendment to the County Attorney for his review.

On February 20th, 2020, I spoke with the County Attorney about the draft amendment ordinance. He suggested that I ask to appear before the Board at its February 25th, 2020 workshop to present the draft. As such, I asked to appear at that workshop.

According to the February 2020 TCWSD minutes, Commissioner Sean Murphy took it upon himself personally to call the TCWSD to notify that the TCWSD that the matter would be coming before the BOCC for a workshop.

Unfortunately, I was unable to appear at that workshop due to my obligations to the City of Perry as the City Attorney, and asked to reschedule the matter to a later workshop.

The next available workshop was scheduled for March 24th, 2020, at which I planned to present the draft ordinance amendment.

On March 18th, 2020, that workshop was cancelled due to COVID-19.

I then asked the County Administrator if it would be possible to put the matter on the Board's regular meeting agenda, since workshops were not being rescheduled due to the virus.

I appeared before the Board on June 1, 2020 to present the issue again.

It was not clear why, but the Board, on Commissioner Sean Murphy's motion, voted to take no action, after JKSW had followed its prior directive to confer with the County Attorney.

I then created an online petition on July 5, 2020 in order to attempt to gauge the public's position on the matter.

It gained over 323 signatures in its first week. It has been directly viewed 1,110 times, estimated to have been indirectly viewed at least 2,100 times, and been shared on social media 83 times.

It is supported by citizens, residents, realtors, and businessowners alike. **Note in the May 2020 draft TCWSD Minutes attached, landowners and realtors are frequently coming before the TCWSD Board and being denied sewer and water connections.**

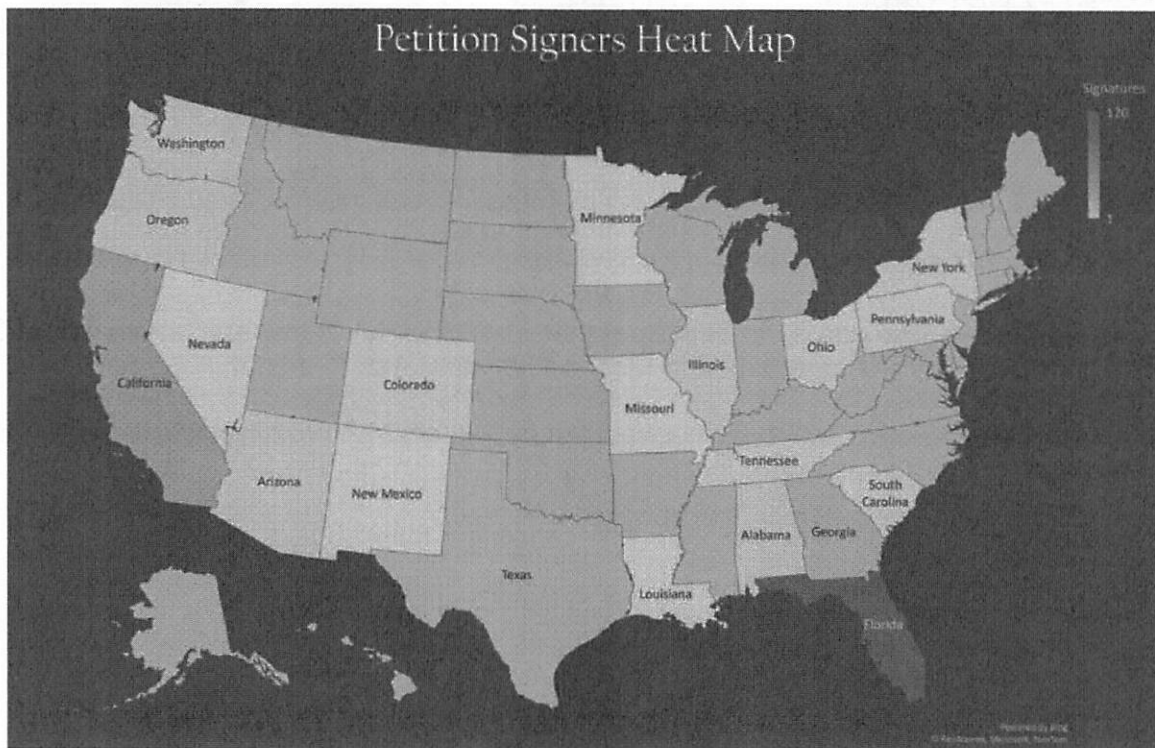
Also note that in the May 2020 draft TCWSD Minutes, the property appraiser is looking at re-assessing property values for properties that are now being denied water and sewer.

I believe that the Board of County Commissioners, had it known at the June 1, 2020 meeting that there would have been so much public support, would have voted to approve amending the code.

I expect 100-200 people to appear at the meeting to express their support for amending the code.

We respectfully request that you amend your ordinance as previously requested.

People from all over the Country that visit Taylor County care about this issue!



Options:

1. Amend Taylor County Code §66-150.
2. Take no action.

Attachments:

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TAYLOR COASTAL WATER & SEWER DISTRICT

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PERRY, FLORIDA 32348
Phone/Fax: (850) 578-3043
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MINUTES OF REGULAR COMMISSION MEETING

October 22, 2019 3:00 p.m.

1. The meeting was held at the District Building at 3:00 PM on October 22, 2019 present were: Commissioners Lynn Aibejeris, Steve Brown, Gennie Malone, Willi Huxford, Diane Carlton, Roger Weste, and Steve Spradley. TCW&SD STAFF present were: Lynette Senter and Kristi Hathcock. Chairman Aibejeris called the meeting to order at 3:00 p.m.
2. Election of Officers for the 2019-2020 Fiscal Year. **Commissioner Brown made a motion to keep the existing slate of officers for the 2019-2020 Fiscal Year. Commissioner Weste offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**
3. Commissioner Steve Brown led in prayer and the pledge of allegiance to the flag.
4. The guests present were Ray Curtis of the Curtis Law Firm, Trevor Burch with Dewberry, and Bishop Clark.
5. The floor was opened for non-agendaed items:

Bishop Clark addressed the Board concerning the remaining Lindsey Island lots that were granted water and sewer service by the Board in 2005. Mr. Clark explained that he wanted to make sure that the remaining 6 lots would get the water and sewer services they had been promised. The Board discussed the fact that Lindsey Island LLC paid for the infrastructure and all costs incurred with adding water and sewer services to their lots except for the grinder pump fee. Office Manager, Lynette Senter spoke about the recent discovery of the limits that were placed on the funding for Phase I, Phase II and Phase II-A which restricted the hookups to existing homes, businesses and platted lots. There was also discussion regarding the fact that this agreement was made over 13 years ago in good faith with a previous Board and that an obligation to provide service exists. The Board reviewed the maps of Lindsey Island to determine the number of remaining lots. The Office staff will contact the funding agencies and begin a discussion regarding this situation and any other lots that were affected. **Commissioner Weste made a motion to provide service for the remaining 6 Lindsey Island Lots as approved by the Board in 2005. Commissioner Spradley offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**

Attorney Ray Curtis explained that he was representing George and Stephanie Weldon with regard to the 20 plus acres that they had purchased across the street from the District Office. Mr. & Mrs. Weldon were exploring the possibility of a 120-unit RV park to be opened on the property. The pre-planning phase requires that they obtain water and sewer services. Mr. & Mrs. Weldon visited the District Office and inquired about the possibility of hooking up to the water and sewer system, we informed them that they would have to give the District more information, including an engineered

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
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plan for their park before the District could look at their needs. **We also informed them that newly discovered limits on our original financing would also impact the ability to provide service to a new development.** In addition, the **scale of the project would be difficult for the District's current water and sewer capabilities to provide service** and they might want to talk to an RV park consultant about their design. Mr. Curtis explained that he called Anthony at the Taylor County Health Department to discuss the project. He suggested that Mr. Curtis appear before the Board to ask about the current capacity limitations we have and if we were not able to provide service, to discuss the possibility of a waiver. Mr. Curtis was unsure about what type of waiver was available. Mr. Curtis then mentioned the County Code and how everyone was required to hook up. He then asked about the availability of hookups to this type of development and if none are available, would the Board agree to a waiver? The Board discussed the fact that while the proposed development is within the District, they would have to hire an engineer to review the engineered plans provided by the developer before exploring any options. Mr. Curtis stated that the Taylor County Board of Commissioners created the Taylor Coastal Water & Sewer District and that if we did not have the capacity to provide service, is it impossible for any property to be developed with the District? He also asked if a single home on a 2 or 3 acre parcel would have to provide the same engineered plan. The Board indicated that was a different situation, and not a development and that non-conforming properties were discussed in the District's rules and regulations. A copy of the Rules & Regulations was given to Mr. Curtis. The District does properties outside of the Coastal High Hazard Area that are served by our water lines but are not hooked to the sewer system because the infrastructure does not exist. Existing water lines are on the side of the road where the District Office is located. The sewer lines run across the street. **The limitation to our loan funding was again explained** that the Federal government is not in the business of funding development in the Coastal High Hazard Area. **The Board also explained that our water system is aging and we are looking at a water improvement project and that our capacity at the waste water treatment plant was nearing 40%.** Mr. Curtis explained that the Health Department told him that if we say this is not our jurisdiction and we were not weighing in then the Health Department would handle the application process. The Board explained that this was the first time a developer has approached the Board regarding this type of situation and that we need to explore the situation further to get a clarification of our loan agreements before any further discussions are held. Mr. Curtis indicated that the owners of the property are still in the development stage and are going to be exploring their options of water/sewer service and/or septic tanks and wells before moving forward. **Mr. Curtis will be requesting information from the District and will send copies of all correspondence to our attorney, Mike Smith.**

The Board asked the staff to contact USDA-RD to request clarification regarding our loan agreement.

6. Trevor Burch explained to the Board that he and Lynette Senter attended a meeting with SRF concerning the extension of our grant funds. The meeting was very positive and beneficial as SRF supported the scaling back of the original project and were excited about the new plan that includes the Water Storage Tank, Well, Auto Read Meters, Flushing Stations, Neighborhood Meters and eliminating the Booster Station. Trevor is working on an amendment that will extend the original agreement. Trevor asked for comments or questions about the revised PER. There were a few questions about the alternatives offered in the plan and Trevor explained that some of the alternatives were used to fill out the plans. The elements of the revised Water Improvements project were first discussed in our August 2019 meeting and were included in this revision. The elements of the

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING**

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project would be dependent upon the financing that is available with the most essential projects done first. The other elements of the project such as neighborhood meters and electronic read meters would be done if appropriate funding is available. Commissioner Weste pointed out that we have an aging work force and that the electronic read meters would be an advantage. Trevor said that Mary Gavin has reviewed the project and will help reduce costs as dramatically as possible and help us receive the most funding possible. Our well depth and tank capacity were discussed with Trevor who said a geotechnical study would be completed for the wells. Trevor explained that he sent the report for an internal review and is waiting on SRF to complete their review. The next step will be an environmental assessment study. Trevor met with Suwanee River Water Management District to discuss the availability of some grant funding that might be available in the future. Because we are not in a high-priority area requiring immediate funding, and the chance of our project receiving funding might be slim. SRWMD asked us to go ahead and apply and Trevor will be working on that using feedback he received from the meeting. There are some other grant programs that may be coming available in the future, including one that is looking at alternative water supplies for fighting fires, and Trevor will keep us in the loop.

7. Approval of minutes for the regular commission meeting on August 27, 2019. There was no board meeting for September 24, 2019. Commissioner Huxford asked that item 6 be re-worded to clarify that we will be eliminating the booster station. Chairman Aibejeris asked if everyone had reviewed the minutes and if there was a motion to approve. **Commissioner Malone made a motion to accept the minutes. Commissioner Huxford offered a second. Chairman Aibejeris asked for further discussion. There was none. By unanimous vote of the remaining Commissioners, the motion was approved.**
8. **Staff and Committee Reports**

- a. **Director Report – Kristi Hathcock** - Kristi reported the Water and Sewer sales for the month of August were \$50,928.55, \$5,626.39 over the budgeted amount of \$45,302.16. There were no turned off accounts. There were two past due accounts, #430 Lambert for 98.88 and Lilliott #66 for 364.18. There were three changes in membership, #502 Cottle for water and sewer, Minix #668 for water and sewer, and Woods #667 for non-potable/second water meter. There were twenty-nine adjustments totaling (\$736.26). There was one misread meter adjustment totaling (\$96.54), two data input errors totaling (\$0.00), two late-fee adjustment totaling (\$21.92), twelve non-potable water/second meter totaling (\$257.76), eight transfer fees totaling (\$600.00), two reconnect fees totaling (\$600.00), and two pool filling adjustments totaling (\$87.52).

Kristi reported the Water and Sewer sales for the month of September were \$47,266.56, \$1,964.40 over the budgeted amount of \$45,302.16. There was one turned off account, Lambert #430. There were four past due accounts; Lambert #430 for 143.88, Catalano #89 for 361.52, Law #155 for 195.35, and Lilliott #66 for 364.18. There was one change in membership, Tyson #669 for water and sewer. There were twenty adjustments totaling (\$516.86). There were two misread meter adjustments totaling (\$106.55), one returned payment fee totaling (\$5.00), four payclix error adjustments totaling (\$373.89), seven non-potable water/second meter totaling (\$200.48), four transfer fees totaling (\$400.00), one disconnect fee for water only totaling (\$25.00), and one lien fee totaling (\$20.00). Chairman Aibejeris called for a motion to accept the Director's Report as given. **Commissioner Huxford made a motion to accept the Director's**

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TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
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Report for August 2019 and September 2019 as presented. Commissioner Malone offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.

b. **Other Billing Clerk Items – Kristi Hathcock** – There were no other billing clerk items.

c. **Financial Reports – Lynette Senter** – Lynette reported that sales including new memberships for the month of August were \$52,728.55, \$7,426.39 over the budgeted amount of \$45,302.16. Total expenses were \$58,245.53. Exception expenses were \$16,000.00 for new pumps, \$3,085.00 for grinder pump installation expenses, \$2,360.00 for a new chlorine pump, and \$5,230.00 for a new sprayfield pump. Total Other Income was \$22,482.84 which included \$10,065.15 from Florida Public Assistance for Hurricane Hermine expenses, \$12,000.00 in customer grinder pump sales, and \$417.69 reimbursement for customer repairs. Total Net Income for August 2019 was \$16,965.86.

Lynette reported that the sales including new memberships for the month of September were \$48,266.56, \$2,964.40 over the budgeted amount of \$45,302.16. Exception expenses were \$9,729.00 for property and casualty insurance renewals, \$1,620.00 for workers' compensation insurance renewals, \$3,085.00 for grinder pump installation expenses, \$1,343.96 for replacement inventory sewer parts, and \$1,110.57 for electrical work on the generator and outdoor lights. Total Other Income was \$6,000.00 which included a customer grinder pump sale. Total Net Income for September 2019 was \$14,603.48. Chairman Aibejeris called for a motion to accept the Financial Reports as given. **Commissioner Spradley made a motion to accept the Financial Reports for August 2019 and September 2019 as presented. Commissioner Huxford offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**

d. **Other Office Manager Items- Lynette Senter**

- (1) We are working on getting the new computers online. We are making sure that everything gets transferred and updated as necessary.
- (2) WWTP Chlorine Pumps are still being wired in. Ron is working with the manufacturer to make sure they run properly. WWTP Sprayfield pumps are being taken down, cleaned and lubricated to see if that will improve their performance so that we do not have to replace all of them.
- (3) Water Audit – have included both the corrected July report, and the new August and September reports.
- (4) A customer called and wanted me to convey their compliments to the office staff and Ron Bennett on making their grinder pump installation go so smoothly.
- (5) Insurance costs are increasing – I am going to try and get all of our policies to run concurrently so that we can bid out the whole package in 2020.

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING**

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- (6) Our Audit is scheduled to begin on November 18th

9. New Business

- a. New service requests from possible developers. The District was approached by a developer asking for costs for their development. We provided them a copy of the Rules & Regulations and explained that without an Engineered Plan, we would be unable to provide them a cost for anything other than the cost of a grinder pump/water meter installation of \$7,000. We started to review the property but the developer notified us that their request was being withdrawn.
- b. Repairs for WWTP – The stirrer in one of the tanks has a broken propeller. We have to have a special part ordered for it. For them to be able to work on the stirrer, we will have to have a Tater Padgett come with his crane and lift the stirrer out of the tank for them to replace the broken propeller. They are hoping the long pipe isn't bent in anyway. If we would have to order the stirrer and everything as a whole, it would be \$9,000 or \$10,000. If we just have to replace the stirrer propeller it will be around \$4,000 not including labor.
- c. Adopt Board Meeting Calendar for 2020. Chairman Aibejeris called for a motion to accept the Board Meeting Calendar for 2020 as given. **Commissioner Carlton made a motion to accept the Board Meeting Calendar for 2020 as given. Commissioner Brown offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**

10. Old Business

- a. I spoke to a new contractor that they have hired to review the Hurricane Michael reimbursement. He told me that I haven't completed my quarterly reports. Then, I guided him onto the Public Assistance website and showed him that I had completed them. I mentioned to him that I haven't received any input from the previous contractor for two months regarding the status on whether we can close this out or not. He was supposed to look at it and get back with me by tomorrow morning. I am going to give him until tomorrow morning, if not I am going to file to close the Hurricane Hermine reimbursement.
- b. Kristi has scanned invoices and work orders in anticipation of beginning the request for reimbursement for Hurricane Michael. We are waiting on the Florida Public Assistance to close Hurricane Hermine reimbursement.

11. Closing Remarks Commissioners/Staff

- a. The Commissioners expressed thanks to staff and other commissioners for doing a great job. There were no other comments.

12. Motion to Adjourn

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
Page 6 of 6**

Chairman Aibejeris requested a Motion to Adjourn. Commissioner Malone made a motion to adjourn the meeting. Commissioner Brown offered a second. The meeting adjourned at 5:41 P.M.

Board Actions:

1. Approval of the minutes of the August 27, 2019 regular Board Meeting
2. Approval of the August and September 2019 Directors Report
3. Approval of the August and September 2019 Financial Reports
4. Approval of the 2020 Board and Holiday Calendar
5. Approval of the 6 Lindsay Island outstanding service hookups



**BY: Lynette Taylor Senter, Recording Secretary
Taylor Coastal Water and Sewer District**



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Taylor Coastal Water and Sewer
Attn: Lynette Snyder
18820 Beach Road
Perry, FL 32348
tcwsk@fairpoint.net

November 5th, 2019

Re: Public Records Request

Dear Records Custodian:

I am writing to request a copy of the following:

1. A copy of any and all maps that depict sewerage lines and water lines.
2. A copy of any and all letters from Federal or State Agencies that were referred to by TCWSD staff and/or Board members during the portion of your October 22nd, 2019 meeting wherein Bishop Clark was speaking, and during the portion of the same meeting wherein I was speaking.
3. A copy of any document that reflects a Department of Environmental Protection review is required when TCWSD reaches 50% capacity (referred to by TCWSD staff and/or Board members during your October 22nd, 2019 meeting).
4. A copy of any document that reflects that TCWSD is at 40% capacity (referred to by TCWSD staff and/or Board members during your October 22nd, 2019 meeting).
5. A copy of the most recent version of TCWSD's "Normal Installation Guidelines" (referred to by TCWSD staff and/or Board members during your October 22nd, 2019 meeting).
6. A copy of any agreement with State or Federal agencies wherein the TCWSD is only permitted to provide service to certain lots and structures

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in existence at the time of the agreement (referred to by TCWSD staff and/or Board members during your October 22nd, 2019 meeting).

7. A copy of the bond financing "letter of conditions" that was referred to by TCWSD staff and/or Board members during your October 22nd, 2019 meeting.
8. A copy of the audio recording of your October 22nd, 2019 meeting.

pursuant to the Public Records Act, Chapter 119 of the Florida Statutes.


This request includes copies of every document related to the matter, regardless of the format in which the information is stored.

If you refuse to provide this information, Chapter 119 requires you advise me in writing and indicate the applicable exemption to the Public Records Act. Also, please state with particularity the reasons for your decision, as required by Section 119.07(2)(a). If the exemption you are claiming only applies to a portion of the records, please delete that portion and provide photocopies of the remainder of the records, according to Section 119.07(2)(a).

I agree to pay the actual cost of duplication as defined in Section 119.07(1)(a). However, if you anticipate that in order to satisfy this request, "extensive use" of information technology resources or extensive clerical or supervisory assistance as defined in Section 119.07(1)(b) will be required, please provide a written estimate and justification.

I request these records be available by November 20th, 2019. If you have any questions or need more information in order to expedite this request, please call me at 850-584-5299. You may email the records to ray@thecurtislawfirm.com.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ray Curtis', with a stylized flourish at the end.

Ray Curtis

Cc: Mike Smith

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November 7, 2019

Ray Curtis
The Curtis Law Firm
103 North Jefferson Street
Perry, Florida 32347

Re: Public Records Request to Taylor Coastal Water and Sewer

Dear Mr. Curtis:

The undersigned has been retained for the purpose of responding to your Public Records Request pursuant to Chapter 119, Florida Statutes, as amended. Although the Taylor Coastal Water and Sewer District ("District") has every intention of complying with its requirements under Chapter 119, your voluminous and overly broad demands with a November 20, response deadline is unreasonable, oppressive, arbitrary, obnoxious, egregious and made in bad faith. You are well aware that the District has a limited staff and would be incapable of providing your voluminous demands by November 20, 2019.

In addition, the District in initiating its audit procedure on November 18, 2019. However, pursuant to Section 119.07(1)(a), you may inspect and copy the documents that you are entitled to while being supervised by a custodian of the public records.

You are further advised that your demand for maps and related oversized documents cannot be copied at the District. It is suggested that you make additional public records request upon Taylor County and the State of Florida.

If you have an interest in a mutually acceptable compliance date, please advise.

Sincerely,

Michael S. Smith

MSS:cns

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Personal Injury & Wrongful Death – Family Law – Corporate & Business Law – Mediation – Criminal Defense – Construction Law

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BCC: Taylor Coastal Water and Sewer
ATTN: Lynette Snyder



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Taylor Coastal Water and Sewer
c/o Mike Smith
411 N. Washington Street
Perry, FL 32347
via Email: mike@msmithpa.com

November 13th, 2019

RE: Public Records Request to Taylor Coastal Water and Sewer

Dear Mr. Smith:

I am in receipt of your letter dated November 7th, 2019, the same being attached hereto.

I am pleased to learn that your client intends to comply with its obligations under Chapter 119 ("Florida Sunshine Law").

You describe my public records request as "unreasonable, oppressive, arbitrary, obnoxious, egregious, and made in bad faith." You further advise that the District is incapable of responding to said request by November 20th, 2019. You further advise that I may inspect and copy the documents while being supervised by a custodian of the records. Lastly, you further advise that maps and other "oversized documents" cannot be copied at the District, and that I should make public records requests for those documents to other agencies (specifically Taylor County and the State of Florida).

Below, I will address each of the above in turn.

1. My public records request as "unreasonable, oppressive, arbitrary, obnoxious, egregious, and made in bad faith."

- 1.1. "The motivation of the person seeking the records does not impact the person's right to see them under the Public Records Act." *Curry v. State*, 811 So. 2d 736, 742 (Fla. 4th DCA 2002). *See also Barfield v. School Board of Manatee County*, 135 So. 3d 560, 562 (Fla. 2d DCA 2014) ("An individual's reason for requesting a public record is irrelevant"); *Timoney*

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v. City of Miami Civilian Investigative Panel, 917 So. 2d 885, 886n.3 (Fla. 3d DCA 2005) (“generally, a person’s motive in seeking access to public records is irrelevant”); *Staton v. McMillan*, 597 So. 2d 940, 941 (Fla. 1st DCA 1992), review dismissed sub nom., *Staton v. Austin*, 605 So. 2d 1266 (Fla. 1992) (petitioner’s reasons for seeking access to public records “are immaterial”); *Lorei v. Smith*, 464 So. 2d 1330, 1332 (Fla. 2d DCA 1985), review denied, 475 So. 2d 695 (Fla. 1985) (legislative objective underlying the creation of Ch. 119 was to insure to the people of Florida the right freely to gain access to governmental records; the purpose of such inquiry is immaterial).

1.2. In *Lorei v. Smith*, 464 So. 2d 1330, 1332 (Fla. 2d DCA 1985), review denied, 475 So. 2d 695 (Fla. 1985), the court recognized that the “breadth of such right [to gain access to public records] is virtually unfettered, save for the statutory exemptions” Accordingly, in the absence of a statutory exemption, a custodian must produce the records requested regardless of the number of records involved or possible inconvenience.

1.3. In light of the above precedent, even if my request seems unreasonable, oppressive, arbitrary, obnoxious, and egregious to you and/or the District, the District still must comply. I would also note that each and every document requested was used by District Board Members and Staff during a single meeting as reference points for their decision making process. It would seem peculiar that a Board that is subject to the Sunshine Law could reference certain documents on which they base decisions, only to have a citizen rebuffed when said citizen requested copies of the same.

2. The District is incapable of responding to said request by November 20th, 2019.

2.1. *See Herskovitz v. Leon County*, No. 98-22 (Fla. 2d Cir. Ct. June 9, 1998), in which the court said that in view of the “nature and volume of the materials requested [over 9000 pages], their location, and the need for close supervision by some knowledgeable person of the review of those records for possible exemptions,” the amount of time expended by the county to produce the records (several weeks) to opposing counsel was not unreasonable.

2.2. Although I don’t know how many pages my request will ultimately yield, I suspect it is the range of a couple hundred pages at most; far short of the 9000 pages referenced above.

2.3. You ask in your letter to me to advise you if I “...have an interest in a mutually acceptable compliance date...” I do. I would suggest that compliance be within a reasonable time as required by law. Since I do not know what the District believes is a reasonable time to produce said documents, it is difficult for me to make that determination. However, since the Court in *Herskovitz v. Leon County* found that several weeks delay on a 9000 page request was reasonable, would three weeks from when the request was initially made, or November 26th, 2019, be acceptable to the District?

3. I may inspect and copy the documents while being supervised by a custodian of the records.

3.1. “It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person.” (e.s.) Section 119.01(1), F.S. In addition,

s. 119.07(1)(a), F.S., provides that “[e]very person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so” Finally, s. 119.07(4), F.S., requires the custodian to “furnish a copy or a certified copy of the record upon payment of the fee prescribed by law” And see Fuller v. State ex rel. O’Donnell, 17 So. 2d 607 (Fla. 1944) (“The best-reasoned authority in this country holds that the right to inspect public records carries with it the right to make copies”); and Schwartzman v. Merritt Island Volunteer Fire Department, 352 So. 2d 1230, 1232n.2 (Fla. 4th DCA 1977) (Public Records Act requires custodian to furnish copies). Cf. Wootton v. Cook, 590 So. 2d 1039, 1040 (Fla. 1st DCA 1991) (if the requestor identifies a record with sufficient specificity to permit the agency to identify it and forwards the appropriate fee, the agency must furnish by mail a copy of the record).

3.2. Please note that my public records request letter requested copies of the documents; not for me to inspect them in person. I reiterate my request for copies responsive to my request to be made by the District and provided to me.

3.3. If the District intends to charge a copying fee, then I would expect the District will inform me of that fee prior to undertaking the work to gather the documents. *See Herskovitz v. Leon County*, No. 98-22 (Fla. 2d Cir. Ct. June 9, 1998), in which the court said that if an agency is asked for a large number of records, the fee should be communicated to the requestor before the work is undertaken. However, the District is not precluded from choosing to provide informational copies of public records without charge. *AGO 90-81*. I would note that §119.07, Florida Statutes, prescribes a fee of up to \$0.15 per page.

4. Maps and other “oversized documents” cannot be copied at the District. I should make public records requests for those documents to other agencies (specifically Taylor County and the State of Florida).

4.1. If maps and other “oversized documents” are available in digital form, that would be acceptable as well. Section 119.07(2)(a), F.S., states that “[a]s an additional means of inspecting or copying public records, a custodian may provide access to public records by remote electronic means, provided exempt or confidential information is not disclosed.” And see s. 119.01(2)(e), F.S. Thus, an agency is authorized but not required to permit remote electronic access to public records.

4.2. However, if copies are not available in digital form, I reiterate my request that the District provide me copies of said maps and any other “oversized documents” of which you refer.

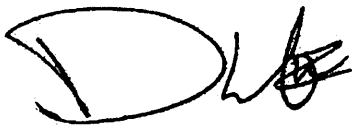
4.3. As to your suggestion that I request records from other agencies, I respectfully decline. The fact that a particular record is also maintained by another agency does not relieve the custodian of the obligation to permit inspection and copying in the absence of an applicable statutory exemption. *AGO 86-69*. If information contained in the public record is available from other sources, a person seeking access to the record is not required to make an unsuccessful attempt to obtain the information from those sources as a condition precedent to gaining access to the public records. *Warden v. Bennett*, 340 So. 2d 977, 979 (Fla. 2d DCA 1976).

Please be advised that "...unjustified delay in complying with a public records request amounts to an unlawful refusal under the statute..." (see *Hewlings v. Orange Cty.*, 87 So. 3d 839, 839 (Fla. 5th DCA 2012)), and can result in the imposition of attorney's fees and costs pursuant to §119.12, Florida Statutes, in action brought to compel production of the same.

This is a simple and lawful public records request, and should be complied with without delay. I am hopeful that you agree, and we can move forward on the substance of the records request, without needing the intervention of the Circuit Court.

Thank you and have a nice day.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Curtis', with a stylized flourish at the end.

Ray Curtis

cc: Lynette Snyder, tcwsd@fairpoint.net



SMITH & ASSOCIATES
ATTORNEYS AT LAW, P.A.
A Professional Association and Counselors at Law

Michael S. Smith, Esq.
Sally J. Roberts, Esq.
G. Cline Moore, Esq. of Counsel
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Perry, Florida 32348

(850) 584-8812 Phone
(850) 584-7148 Fax
(877) 269-9839 Toll Free
mike@msmithpa.com

November 7, 2019

Ray Curtis
The Curtis Law Firm
103 North Jefferson Street
Perry, Florida 32347

Re: Public Records Request to Taylor Coastal Water and Sewer

Dear Mr. Curtis:

The undersigned has been retained for the purpose of responding to your Public Records Request pursuant to Chapter 119, Florida Statutes, as amended. Although the Taylor Coastal Water and Sewer District ("District") has every intention of complying with its requirements under Chapter 119, your voluminous and overly broad demands with a November 20, response deadline is unreasonable, oppressive, arbitrary, obnoxious, egregious and made in bad faith. You are well aware that the District has a limited staff and would be incapable of providing your voluminous demands by November 20, 2019.

In addition, the District in initiating its audit procedure on November 18, 2019. However, pursuant to Section 119.07(1)(a), you may inspect and copy the documents that you are entitled to while being supervised by a custodian of the public records.

You are further advised that your demand for maps and related oversized documents cannot be copied at the District. It is suggested that you make additional public records request upon Taylor County and the State of Florida.

If you have an interest in a mutually acceptable compliance date, please advise.

Sincerely,

Michael S. Smith

MSS:cns

Residential & Commercial Real Estate Transactions – Title Insurance – Wills, Trusts, & Estate Planning – Probate & Administration of Estates – Accidents,
Personal Injury & Wrongful Death – Family Law – Corporate & Business Law – Mediation – Criminal Defense – Construction Law

Dedicated to Client Service

BCC: Taylor Coastal Water and Sewer
ATTN: Lynette Snyder



Ray Curtis <ray@thecurtislawfirm.com>

Request for Information

Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

Wed, Nov 13, 2019 at 2:10 PM

To: Ray Curtis <ray@thecurtislawfirm.com>, Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>, Mike Smith <mike@msmithpa.com>

Mr. Curtis,

In accordance with your request of November 5, 2019, we have attached some of the documents you requested.

1. Our District Boundary maps are available on our website at <http://tcwsd.org/district-boundary-maps/>. While I was pulling our old files, I found a thumb drive containing the maps you have requested. I will try and get these copied onto another drive and bring it to your office in the next day or so.

2, 3, 4, 6, 7 should be addressed by the attachments

5. Our Rules & Regulations are available on our website <http://tcwsd.org/rules-regulations/>. The file is rather large and hard to email.

8. The audio recorder that is used at our meetings is my personal recorder that I use to make sure our minutes are correct. I do not keep the recordings once the minutes are completed.

Please understand that we are part-time employees of the District, and we will be undergoing our annual audit starting November 18, 2019, so I may not be able to respond to any further requests until that is complete. Also, my name is Lynette Senter not Lynette Snyder.

Thank you.

Lynette Senter

----- Forwarded Message -----

Subject:Request for Information from Ray Curtis

Date:Tue, 12 Nov 2019 13:13:44 -0500

From:Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

To:Mike Smith <mike@msmithpa.com>, Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

Good Afternoon Mike,

Thank you so much for your letter to Ray Curtis. I have gotten together some of the information he has requested - mostly the electronic versions. I wanted to go ahead and send them to you for your review before I send them to him.

When I respond to him, I will also include a link to our current Rules & Regulations and establish a link to the electronic versions of the maps I do have available. I will also indicate that he is welcome to come and review the older printed maps we have on file, but that I will not be providing him with a copy of the audio recording of the meeting as that is my personal property and used solely to generate the written minutes and is deleted after each use.

Please let me know if there is anything else I can provide to you.

Thanks again,

Lynette












--

Lynette Senter
Office Manager

"This institution is an equal opportunity provider and employer."

Please note: Florida has a very broad public record law. Most written communications to and from officials regarding business are available to the media and public upon request. Your email communications may be subject to public disclosure.

11 attachments

-  **2_AcceptLetterOfConditions.pdf**
108K
-  **2002 LETTER OF CONDITIONS.pdf**
1856K
-  **Capacity Analysis Report 2018.pdf**
28K
-  **DEP Capacity Analysis Guidelines.pdf**
32K
-  **DEP Capacity Info from Jones Edmonds.pdf**
362K
-  **DMR Summary.pdf**
319K
-  **FLA325864-004-FINAL Permit.pdf**
391K
-  **Lindsey Is-water service fees.pdf**
27K
-  **LOC CLARIFICATION.pdf**
65K
-  **Mary Gavin Correspondence 2019.pdf**
2467K
-  **USRDA letter re Funding.pdf**
33K



Ray Curtis <ray@thecurtislawfirm.com>

Request for Information

Ray Curtis <ray@thecurtislawfirm.com>

Wed, Nov 13, 2019 at 4:56 PM

To: Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

Cc: Mike Smith <mike@msmithpa.com>

Bcc: Stephanie Weldon <stephanie@keatonbeachvacationrentals.com>

Good afternoon,

Thank you for your response. In an effort to make it easier for your to send digital documents that you found on a thumb drive, you may click on the link below to upload them directly to my secure server.

<https://www.dropbox.com/request/T3gz8ZrcbVyVSbEXzgoC>

If the audio recording of the meeting has not yet been deleted, please do not delete it. I suspect that your attorney will advise you that there is no personal property exception to meeting recordings made in your capacity with a public agency. If it has not been deleted, please send a copy.

Thank you.

Ray

[Quoted text hidden]

--

Ray Curtis
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347
(850) 584-5299
(850) 290-7448 fax

The preceding electronic mail message (including any attachments) contains information the sender deems confidential and constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of the foregoing electronic mail (including any attachments) by unintended recipients is not authorized by the sender and may be unlawful.



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Request for Information

Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

Wed, Nov 13, 2019 at 8:02 PM

To: Ray Curtis <ray@thecurtislawfirm.com>, Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>, Mike Smith <mike@msmithpa.com>

Good Afternoon Ray,

Thank you for sending the link to upload the documents. I have uploaded 3 of the 5 files I have available. I tried to upload the remaining 2 documents, but kept getting a "failed" message and suspect that the system might be slightly overwhelmed by the size. I will try to finish the uploads when I am back in the office.

Unfortunately, the recording was deleted the day after the meeting when the draft copy of the minutes was completed.

If you need anything further, please let me know.

Thanks!

Lynette

[Quoted text hidden]

TAYLOR COASTAL WATER & SEWER DISTRICT

18820 BEACH ROAD
PERRY, FLORIDA 32348
Phone/Fax: (850) 578-3043
www.tcwsd.org

MINUTES OF REGULAR COMMISSION MEETING

November 19, 2019 3:00 p.m.

1. The meeting was held at the District Building at 3:00 PM on November 19, 2019 present were: Commissioners Lynn Aibejeris, Steve Brown, Gennie Malone, Willi Huxford, Diane Carlton, Roger Weste, and Steve Spradley. TCW&SD STAFF present were: Lynette Senter and Kristi Hathcock. Chairman Aibejeris called the meeting to order at 3:00 p.m.
2. Commissioner Steve Brown led in prayer and the pledge of allegiance to the flag.
3. The guests present were Charlie Johns and Travis McCoy of Four Rivers.
4. Commissioner Weste submitted his letter of resignation and left the meeting.
5. The floor was opened for non-agendaed items – there were none.
6. Charlie Johns from Four Rivers presented the Board with a proposed plan for a 24-unit RV park to be re-established on the former Keaton Beach Marina site. The Board reviewed the plan and has decided to contact the engineering firm, Jones-Edmunds who designed the original wastewater treatment infrastructure, and ask that they work with Four Rivers on this plan.
6. Approval of minutes for the regular commission meeting on October 24, 2019. Chairman Aibejeris asked if everyone had reviewed the minutes and if there was a motion to approve. **Commissioner Malone made a motion to accept the minutes. Commissioner Huxford offered a second. Chairman Aibejeris asked for further discussion. There was none. By unanimous vote of the remaining Commissioners, the motion was approved.**
7. **Staff and Committee Reports**
 - a. **Director Report – Kristi Hathcock** - Kristi reported the Water and Sewer sales for the month of October were \$57,239.83, \$1,899.49 over the budgeted amount of \$55,340.34. There was one turned off account, Mallin #341. There was one past due account; Bowden #431 for \$377.81. The customer's account is paid in full. There was one change in membership, Lambert #670 for water and sewer. There were twenty-three adjustments totaling (\$312.07). There was one misread meter adjustment totaling (\$9.09), one returned payment fee totaling (\$5.00), three data input error adjustments totaling (\$300.00), one refund for credit balance totaling (\$261.48), eight non-potable water/second meters totaling (\$601.44), seven transfer fees totaling (\$300.00), one disconnect fee for water and sewer totaling (\$200.00), and one lien fee totaling (\$143.88). Chairman Aibejeris called for a motion to accept the Director's Report as given. **Commissioner Huxford made a motion to accept the Director's Report for October 2019 as presented. Commissioner Brown offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING

Page 2 of 4

- b. **Other Billing Clerk Items – Kristi Hathcock** – There were no other billing clerk items.
- c. **Financial Reports – Lynette Senter** – Lynette reported that the sales including new memberships for the month of October were \$57,239.83, \$1,899.49 over budgeted amount of \$55,340.34. Exception expenses were \$4,554.22 for water tank maintenance contracts. Total Net Income for October 2019 was \$29,141.44. Chairman Aibejeris called for a motion to accept the Financial Reports as given. **Commissioner Spradley made a motion to accept the Financial Reports for October 2019 as presented. Commissioner Malone offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**
- d. **Other Office Manager Items- Lynette Senter**
- (1) The 2018-19 Audit has begun and is going well. We also completed an Audit of our Workers' Compensation insurance.
 - (2) We are working on getting the new computers online. We are making sure that everything gets transferred and updated as necessary.
 - (3) We have been experiencing problems with our DSL line for several months. Consolidated Communications has replaced our modem and worked on our wiring, but the service is very slow and continues to drop. We were asked by Consolidated to consider a direct service line at a cost of \$1,200. I explained that our budget was very important so they did an account review and said they could save us around \$100 per month on our bill and asked that we sign a 36-month agreement. I agreed to the new direct line plan as it will pay for itself within one year and the District will save approximately \$2,400 over the remaining two years of the contract. They have already begun to work on the new service
 - (4) Water Audit – we are still experiencing a higher than normal loss on our water audit. Both Ron and David are continuing to check for leaks.
 - (5) We have located a thumb drive containing the majority of our maps reproduced electronically. A copy is available for review at the office and can be provided to any Board Member who would like one.
 - (6) **I am still working on the hookups that were done outside the original platted lots and homes, and have identified 13 parcels that are affected. 10 of the parcels are part of the Lindsey Island property which was agreed to the Board back in 2004. I will finish getting together the maps and identifying information and submit it to USDA the first week in December.**

8. **New Business**

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING

Page 3 of 4

- a. Request for Information from attorney Ray Curtis - On November 5, 2019 we received an email from Attorney Ray Curtis making a Public Records Request. I forwarded the request to Mike Smith, asking for his advice. I told Mr. Smith that I would begin pulling the information Mr. Curtis had requested and was concerned that I wouldn't be able to get it done by November 20, 2019. Most of the documentation was available electronically, but he requested copies of every map we had of our water and sewer lines. I explained to Mr. Smith that it would not be possible to copy the maps in-house and that it would be a huge undertaking. Mr. Curtis also requested a copy of the audio recording but we prepare the minutes the next day after the Board meeting and the recording had already been erased.

Mr. Smith responded to Mr. Curtis on November 7th expressing his concern about the volume of documentation he had requested and letting Mr. Curtis know that we were undergoing our annual audit and our time was limited by the part-time employment of the District staff. He also explained that Mr. Curtis could at any time visit the District Office and look at the maps.

On November 12th, I emailed Mr. Smith the documents I had compiled and explained that while I was pulling a file of older correspondence, a thumb drive fell out that contained the digitized maps of Phase I, Phase II and Phase IIa and that I could provide those maps to Mr. Curtis via thumb drive.

Mr. Curtis responded to Mr. Smith on November 13th citing case law and still requesting the large maps.

On November 13th, Mr. Smith reviewed the documents and told me that everything could be forwarded to Mr. Curtis. When I emailed Mr. Curtis, I attached all of the documents and I explained that I would be happy to drop off a thumb drive containing the maps to his office. I also explained that we did not keep the recordings of the Board Meetings after the minutes were complete. He replied with a link to a file upload service and I uploaded some of the maps. His upload service failed before I could finish uploading the maps and as of today, I have not received a reply to my inquiry about fixing the link.

9. Old Business

- a. The Hurricane Hermine Public Assistance will be closed out in the next few weeks. All payouts have been received and the account was reviewed.
- b. Kristi has scanned invoices and work orders in anticipation of beginning the request for reimbursement for Hurricane Michael. We are waiting on the Florida Public Assistance to close Hurricane Hermine reimbursement.
- c. The Office has been contacted by a realtor and the owner of a property at the end of Marina Road. The original parcel had two hookups, but a lot containing one of the sewer hookups was divided out and sold, leaving one hookup for the remaining parcel. I explained to the owner that no other hookups would be available at this time. He asked about multi-family housing and I explained that only one single family residence or 1 RV was allowed for that hookup. He stated he would explore other options.

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING**

Page 4 of 4

- d. After help from Ron's electric and telephone guidance from the manufacturer, the WWTP Chlorine Pumps are installed and operating properly. The new paddle/propeller has been installed in the mixer tank at the WWTP. Tater Padgett was a no-show with his crane despite being reminded several times. The technician, Ron, and David pumped down the tank so they were able to get the new blade installed without pulling the entire shaft out. We will have to have some more maintenance welding done to ensure the motor and shaft are held in place and continue to operate efficiently.

10. Closing Remarks Commissioners/Staff

- a. The Commissioners expressed thanks to staff and other commissioners for doing a great job. There were no other comments.

11. Motion to Adjourn

Vice Chairman Malone requested a Motion to Adjourn. Commissioner Huxford made a motion to adjourn the meeting. Commissioner Brown offered a second. The meeting adjourned at 4:43 P.M.

Board Actions:

- 1. Approval of the minutes of the October 22, 2019 regular Board Meeting
- 2. Approval of the October 22, 2019 Directors Report
- 3. Approval of the October 22, 2019 Financial Reports



BY: Lynette Taylor Senter, Recording Secretary
Taylor Coastal Water and Sewer District



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Request for Information

Ray Curtis <ray@thecurtislawfirm.com>

Wed, Nov 20, 2019 at 10:32 AM

To: Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

Cc: Mike Smith <mike@msmithpa.com>

Good morning Lynette,

First of all, let me apologize for misspelling your name previously. I'm not sure where I got "Snyder" from; likely it was merely that my fingers got ahead of themselves when typing the letter. At any rate, again, please accept my apology.

In reference to your 11/13/19 email wherein you described difficulty uploading two particular files, have you had any luck with that? If not, is there a better way for me to get those files?

Thank you and have a nice day.

Ray

[Quoted text hidden]



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Request for Information

Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>

Wed, Nov 20, 2019 at 11:46 AM

To: Ray Curtis <ray@thecurtislawfirm.com>, Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>, Mike Smith <mike@msmithpa.com>

Good Morning Ray,

I tried again last Friday to upload the two remaining files but still got an error message from your file uploading service. Due to the size of the files, your Dropbox storage limits may have been exceeded. I just tried again after reading your email and got the same results. I do have a thumb drive with the maps copied and will be happy to put it in the mail to you or drop it off.

Thanks!

Lynette

[Quoted text hidden]



THE CURTIS LAW FIRM
A PROFESSIONAL ASSOCIATION

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Attorneys:
Ray Curtis ^(FL)
Cathleen Curtis ^(FL)
Ian Puczkowski ^{(FL) (GA)}
Licensed in Florida ^(FL)
Licensed in Georgia ^(GA)

Taylor Coastal Water and Sewer
c/o Mike Smith
411 N. Washington Street
Perry, FL 32347
via Email: mike@msmithpa.com

November 26th, 2019

RE: TCWSD Connection Issue

Dear Mr. Smith:

As you know, I represent George and Stephanie Weldon .¹ They own JKS Investments, LLC, which in turn owns 28 acres located at 18835 Beach Road, Perry, Florida 32348, Parcel ID number 06643-000.

They are interested in, assuming they can meet all other requirements under the law, creating a RV park at that location.

They have asked me to assist them in determining whether the same is possible.

Establishing access to sewerage and water is one of the first prerequisites to moving forward with such a project. As such, I started by speaking with the Taylor County Health Department. They advised that if TCWSD was unable to provide a hookup for the same, that we should seek a "waiver" by TCWSD. Once we obtained such a waiver, then we could apply for sewerage and water through the governmental agencies that would otherwise be responsible for the same (i.e. Taylor County Health Department, Suwannee River Water Management District, and the Florida Department of Environmental Protection).

¹ I also represent another individual who owns a small parcel near Keaton Beach, wants to build residence there, and has been advised by TCWSD that TCWSD cannot grant a water or sewer connection because his property was not in the original developed area associated with the USDA loan package.

That was my reason for appearing before the TCWSD Board on October 22nd, 2019; to determine if we could connect such a project to TCWSD, or in the alternative, if we could obtain such a waiver.

At that meeting, I was advised that the TCWSD was unable to offer connectivity to such a project due in part to restrictions on their USDA loan that was utilized to construct the water and sewer treatment plant. However, I was also advised at that meeting that the TCWSD could not or would not issue a waiver as it had been termed by the Taylor County Health Department.

As I understand it, now having reviewed all of the documents provided to me by TCWSD pursuant to my public records request, the following problem presents itself (and has apparently presented itself to around 20 other people and/or entities according to Ms. Senter's October 23rd, 2019 email to Mary Gavin with the Southeast Rural Community Assistance Project, Inc.):

§153.53, Florida Statutes, permits Counties to establish water and sewer districts in unincorporated areas.

Taylor County created the Taylor Coastal Sewer and Water District (§66 of the Taylor County Code (Ordinance Number 2005-3)).

§66-150 requires "...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter."

The Taylor Coastal Sewer and Water District has advised that, due to restrictions on its USDA funding, it can "...only serve development that was in existence (including platted areas) at that time." See October 30th, 2019 Email from Mary Gavin quoting USDA's Program Director.

Ms. Gavin appears to have confirmed what was represented to me in regard to the USDA loan restrictions at the October 22nd, 2019 TCWSD meeting.

Assuming Ms. Gavin is correct, that would mean that neither JKSW, my other client, nor any other landowner in the TCWSD service area but outside the USDA parameters, will be able to connect to the TCWSD system.

It would seem that if TCWSD cannot provide water and sewer services to a large portion of the property owners in their service area, then other methods of liquid waste disposal and potable water should be available to those property owners. Otherwise, the lack of the property owner to


meaningfully utilize his/her/its property would likely constitute a government taking, not to mention it would cause an uproar from a lot of property owners.²

As such, I write to you now to ask whether TCWSD, since it cannot grant sewerage to JKSW nor to my other client, is willing to issue a letter either (a) directing my clients as to which methods, other than connecting to TCWSD, they may employ to obtain water and dispose of liquid waste, or (b) issue a letter deferring to other governmental agencies (essentially a waiver).

Please let me know at your earliest convenience how TCWSD would like to proceed.

Thank you and have a nice day.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Curtis', with a stylized flourish at the end.

Ray Curtis

cc: Lynette Senter, tcwsd@fairpoint.net

² "If lands which are legally limited by governmental zoning to residential use are further prohibited by governmental action from the use of any method of disposing of liquid waste, **such prohibition of any sewage disposal method operates effectively to deny the owner from making any beneficial use of his lands.** If the regional supplier of public utility services, which has the exclusive right, and the concomitant duty, to provide sewer service to land zoned for residential use, refuses or fails to serve that land, then the appropriate governmental authority may decide which of the remaining sewage disposal methods are most appropriate for that land as zoned, **but that authority cannot deny to the owner all remaining methods of disposing of liquid waste without thereby unconstitutionally denying that owner the beneficial use of his lands.**"

Fischer v. Bd. of Cty. Comm'rs, 462 So. 2d 480, 481 (Fla. 5th DCA 1984)



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A PROFESSIONAL ASSOCIATION

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Attorneys:
Ray Curtis ^(FL)
Cathleen Curtis ^(FL)
Ian Puczkowski ^{(FL) (GA)}
Licensed in Florida ^(FL)
Licensed in Georgia ^(GA)

Taylor Coastal Water and Sewer
c/o Mike Smith
411 N. Washington Street
Perry, FL 32347
via Email: mike@msmithpa.com

December 5th, 2019

RE: TCWSD Connection Issue Solutions

Dear Mr. Smith:

I spoke with County Attorney Conrad Bishop on December 4th, 2019. He has read a copy of my November 26th, 2019 letter to you, and suggested that I get with you about a possible way forward that would address JKSW's issue as well as all others facing a similar issue with regard to requests for sewerage connections.

Mr. Bishop's suggestion was that you and I arrange a call or meeting with the appropriate contact person with the USDA to discuss the TCWSD's current connection dilemma, and to determine if the USDA is willing to amend its loan agreement with TCWSD such that TCWSD would be able to offer sewerage connectivity to persons and entities that were not in existence at the time of the USDA loan agreement and are thus unable to connect due to the present USDA loan restrictions.

Are you amenable to teaming up on such a call? If so, do you or Ms. Senter have contact information for the USDA point of contact concerning the loan to TCWSD?

I look forward to working with you on this.

Ray Curtis

cc: Lynette Senter, tcwswd@fairpoint.net; Conrad Bishop, Jr., lawbishop@fairpoint.net

Residential & Commercial Real Estate Transactions - Title Insurance - Wills, Trusts, & Estate Planning - Governmental Law - Intentional Torts and Negligence - Family Law - Corporate & Business Law - Criminal Defense - Construction Law

Dedicated to Client Service



THE CURTIS LAW FIRM
A PROFESSIONAL ASSOCIATION

Office and Mailing:
103 North Jefferson Street
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www.thecurtislawfirm.com

Attorneys:
Ray Curtis ^(FL)
Cathleen Curtis ^(FL)
Ian Puczkowski ^{(FL) (GA)}
Licensed in Florida ^(FL)
Licensed in Georgia ^(GA)

Taylor Coastal Water and Sewer
c/o Mike Smith
411 N. Washington Street
Perry, FL 32347
via Email: mike@msmithpa.com

December 16th, 2019

RE: TCWSD Followup

Dear Mr. Smith:

I just wanted to follow up with you from my December 5th, 2019 letter to you wherein I asked if you were amenable to having a conference call with the USDA in order to determine if they were opposed to amending the loan agreement with TCWSD.

Please let me know at your earliest convenience if you would like me to coordinate the call.

Ray Curtis

cc: Lynette Senter, tcwsd@fairpoint.net; Conrad Bishop, Jr., lawbishop@fairpoint.net

TAYLOR COASTAL WATER & SEWER DISTRICT

18820 BEACH ROAD
PERRY, FLORIDA 32348
Phone/Fax: (850) 578-3043
www.tcwsd.org

MINUTES OF REGULAR COMMISSION MEETING

December 17, 2019 3:00 p.m.

1. The meeting was held at the District Building at 3:00 PM on December 17, 2019 present were: Commissioners Lynn Aibejeris, Gennie Malone, Willi Huxford, Diane Carlton, and Steve Spradley. Commissioner Steve Brown was absent. TCW&SD STAFF present were: Lynette Senter and Kristi Hathcock. Chairman Aibejeris called the meeting to order at 3:00 p.m.
2. Commissioner Malone led in prayer and the pledge of allegiance to the flag.
3. The guests present were Glenn Senter, Beth Shealy, and Cindy Simpson.
4. The floor was opened for non-agendaed items – there were none.
5. Beth Shealy, Keaton Beach resident and Real Estate Professional asked the Board questions about parcels of property that she has listed for sale. She expressed concern about the number of hook-ups available for larger properties. The Board explained the original design of the wastewater system did not include anything other than existing homes, businesses and platted lots within each subdivision. The original design did not include any type of development parcels as the federal government is not in the business of funding development. The Board agreed to ask Rural Development about a parcel at the end of Marina Road to see if any more hook-ups could be provided. Keaton Beach resident Cindy Simpson asked about a particular parcel on Keaton Beach Drive that is owned by her and her husband. The Board also agreed to ask Rural Development about her property.
6. Trevor Burch from Dewberry was unable to attend the meeting. Lynette explained that Trevor was still working on the comments he has received from the PER as well as applying for the SPRINGS grant program again. Trevor will be at our January meeting to present his updates.
7. Board Attorney, Mike Smith asked to appear via telephone call to address Board concerns. **Mr. Smith indicated to the Board that they were under no obligation to meet with our funding agency and USDA/Rural Development at this time to discuss any renegotiation of our loans.** The Board thanked Mr. Smith for his help and Mr. Smith indicated that he would communicate with Mr. Ray Curtis regarding this situation. **Commissioner Spradley made a motion to accept the advice and recommendation of the Board's Attorney concerning discussions with USDA/Rural Development Loan Conditions. Commissioner Carlton offered a second.** Chairman Aibejeris asked for further discussion. There was none. **By unanimous vote of the remaining Commissioners, the motion was approved.**
8. Approval of minutes for the regular commission meeting on November 19, 2019. Chairman Aibejeris asked if everyone had reviewed the minutes and if there was a motion to approve. **Commissioner Carlton made a motion to accept the minutes. Commissioner Huxford offered a**

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
Page 2 of 4

second. Chairman Aibejeris asked for further discussion. There was none. By unanimous vote of the remaining Commissioners, the motion was approved.

9. Staff and Committee Reports

- a. **Director Report – Kristi Hathcock** - Kristi reported the Water and Sewer sales for the month of November were \$47,609.34, \$7,732.00 below the budgeted amount of \$55,341.34. There were no past-due customers. There was one turned off account, Lyle #279. There were no changes in memberships. There were nineteen adjustments totaling (\$92.23). There was one misread meter adjustment totaling (\$18.18), three debit accounts for returned checks totaling (551.25), two returned payment fees totaling (\$10.00), two data input error adjustments for \$87.16 that were put into the wrong account which have been corrected and zeroed out, two other adjustments totaling (\$83.44), five non-potable water/second meters totaling (\$372.32), one transfer fee totaling (\$100.00), and one disconnect fee for water and sewer totaling (\$200.00). Chairman Aibejeris called for a motion to accept the Director's Report as given. **Commissioner Huxford made a motion to accept the Director's Report for November 2019 as presented. Commissioner Spradley offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**
- b. **Other Billing Clerk Items – Kristi Hathcock** – There were no other billing clerk items.
- c. **Financial Reports – Lynette Senter** – Lynette reported that the sales including new memberships for the month of November were \$47,609.34, \$7,732.00 under our budgeted amount of \$55,341.34. Exception expenses were \$880.91 for RVS Software, \$1,432.50 for legal expenses, \$3,085.00 for surge suppressor at the WWTP, and \$6,000.02 to Dewberry for the water improvements project. Total Net Income for November 2019 was -\$2,209.87. Chairman Aibejeris called for a motion to accept the Financial Reports as given. **Commissioner Huxford made a motion to accept the Financial Reports for November 2019 as presented. Commissioner Spradley offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**
- d. **Other Office Manager Items- Lynette Senter**
 - 1) The Audit was finished in three days and went well. Our report will be ready after the first of the year as they have to wait on the Florida Retirement System to update their information.
 - 2) We have started moving the new computers into the office and it is going well.
 - 3) Consolidated Communications has finished the installation of our direct internet line. It is much more reliable and a lot faster than our old connection.
 - 4) I am finishing the report for the USDA project regarding the lots that were hooked up to the system. I wanted to make sure we had all the information they requested including maps and legal descriptions. This should be ready for submittal by Friday.
 - 5) We have placed an ad in the newspaper and put a notification on our website for the vacant commissioner position. The ad ran Friday, December 13 and will run again on Wednesday, December 18. I advised LaWanda Pemberton of the vacancy and sent her a copy of the application.

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
Page 3 of 4**

- 6) Our water tank underwent its annual maintenance last week. The hydrants had to be run to keep the pressure of the water from the well from breaking any lines. Everything was completed and put back into service last Friday after we received clearance from Flowers Labs and DEP.
- 7) We will begin work on the renewal of our WWTP license in early January.
- 8) Marian Powell, our Auditor has found us a QuickBooks expert that will be able to come after January (she has had a baby) and help us get our QuickBooks program updated and organized so our reports will be in order.
- 9) Two leaks were discovered this month and have been fixed. This should help improve the numbers on our upcoming water audits.

10. New Business

- a. Lynette met with George Glover from Florida Rural Water Association on Monday, December 9 to discuss their offer of creating an Asset Management Plan for our Water and Wastewater Systems. This Asset Management Plan will be completed free of charge and has become a requirement for federal funding programs. Mr. Glover will appear at our January 2021 meeting for a small “kick-off” program and the board will need to do a resolution accepting their assistance.

11. Old Business

- a. The Hurricane Hermine Public Assistance has been closed out and we are awaiting confirmation that everything has been done.
- b. We are waiting on Florida Public Assistance to begin our Hurricane Michael request for reimbursement.
- c. New service request questions are being received from parcel owners. We explained to them that we need to review each request and will respond appropriately.
- d. WWTP repairs are nearly complete. A welder will be coming in January to finish up some repairs while our system is at its lowest flow. This will enable our tank to be pumped down long enough for the work to be done.
- e. Four Rivers is working with Jones Edmonds and E-1 directly on the design of the Keaton Beach Marina RV Park. The District is copied on all of their communication.

12. Closing Remarks Commissioners/Staff

- a. The Commissioners expressed thanks to staff and other commissioners for doing a great job. There were no other comments.

13. Motion to Adjourn

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING**

Page 4 of 4

Chairman Aibejeris requested a Motion to Adjourn. Commissioner Huxford made a motion to adjourn the meeting. Commissioner Malone offered a second. The meeting adjourned at 4:13 P.M.

Board Actions:

1. Approval of the minutes of the November 17, 2019 regular Board Meeting
2. Approval of the November 17, 2019 Directors Report
3. Approval of the November 17, 2019 Financial Reports
4. Approval of a Motion to accept the advice of the Board's Attorney regarding discussion with USDA/Rural Development and our Loan Conditions.



BY: Lynette Taylor Senter, Recording Secretary
Taylor Coastal Water and Sewer District

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)



Ray Curtis <ray@thecurtislawfirm.com>

Letter Re TCSWD Attached

mike Smith <mike@msmithpa.com>
To: Ray Curtis <ray@thecurtislawfirm.com>

Wed, Dec 18, 2019 at 9:49 AM

Dear Mr. Curtis,

This is in response to your letter dated December 16th, 2019, regarding the Taylor Coastal Water & Sewer District (the District). I have advised the district not to become engaged with your client's endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties.

Sincerely,

Michael S. Smith; Esq.

sew

[Quoted text hidden]

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item****SUBJECT/TITLE:****TAYLOR COASTAL WATER AND SEWER DISTRICT'S INABILITY TO SERVICE CERTAIN LANDOWNERS****Meeting Date:****Statement of Issue:**

Certain property owners within the Taylor Coastal Water and Sewer District ("TCWSD") are being denied connection for services due to conditions in a USDA construction loan that was obtained in order to construct the TCWSD water and sewer plant.

Recommendation: Amend Taylor County Code §66-150 to exempt property owners who are precluded from obtaining water and sewerage services from the TCWSD.

Fiscal Impact: \$ 0.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Ray Curtis, Attorney for JKSW Investments, LLC

Contact: Ray Curtis
103 N. Jefferson Street
Perry, FL 32347
ray@thecurtislawfirm.com
850-584-5299

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

I represent George and Stephanie Weldon. They own JKSW Investments, LLC, which in turn owns 28 acres located at 18835 Beach Road, Perry, Florida 32348, Parcel ID number 06643-000.

They are interested in, assuming they can meet all other requirements under the law, creating a RV park at that location.

I started by speaking with the Taylor County Health Department. It advised that if TCWSD was unable to provide a hookup for the same, that JKSW should seek a "waiver" by TCWSD. Once JKSW obtained such a waiver, then JKSW could apply for sewerage and water through the governmental agencies that would otherwise be responsible for the same (i.e. Taylor County Health Department, Suwannee River Water Management District, and the Florida Department of Environmental Protection).

I appeared before the TCWSD Board on October 22nd, 2019 in order to determine if JKSW could connect such an RV park project to TCWSD, or in the alternative, if JKSW could obtain such a waiver.

At that meeting, I was advised that the TCWSD was unable to offer connectivity to such a project due in part to restrictions on their USDA loan that was utilized to construct the water and sewer treatment plant. However, I was also advised at that meeting that the TCWSD could not or would not issue a "waiver" as it had been termed by the Taylor County Health Department.

I submitted a public records request to the TCWSD and asked it to provide documents and maps that supported its assertion at the October 22nd, 2019 meeting.

TCWSD has advised that, due to restrictions on its USDA funding, it can "...only serve development that was in existence (including platted areas) at that time." *See October 30th, 2019 Email from Mary Gavin (of the Southeast Rural Community Assistance Project, Inc.) to the TCWSD Director, Lynn Senter, quoting USDA's Program Director.*

A map of the TCWSD's service area is attached hereto as "Exhibit A". Within that service area however, only a portion of the properties were on the list incorporated into the USDA loan, as those were the only ones developed and in need of services at that time.

However, since Taylor County Code §66-150 requires "...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter," certain people within the service area that can't connect to TCWSD also are prohibited from looking at options other than TCWSD.

According to TCWSD Director Lynn Senter's October 23rd, 2019 email to Mary Gavin, there are at least 20 more people, in addition to JKSW, with pending applications for water and sewer connections that have been denied for this same reason.

It would seem that if TCWSD cannot provide water and sewer services to a large portion of the property owners in their service area, then other methods of liquid waste disposal and potable water should be available to those property owners. Otherwise, the lack of the property owner to meaningfully utilize his/her/its property would likely constitute a government taking, not to mention it would cause uproar from a lot of property owners.

I have reached out to the attorney for TCWSD to see if TCWSD would be willing to have a conference call or meeting with the USDA, TCWSD, and JKSW, to discuss the possibility of amending the USDA loan terms to address this dilemma.

The TCWSD attorney has advised that he has advised TCWSD "not to become engaged with your client's endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties."

As such, JKSW, likely with the implicit support of at least 20 other similarly situated people, comes to the Board of County Commissioners seeking relief, so that they can have meaningful access to sewer and water.

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- Options:**
1. Amend Taylor County Code §66-150.
 2. Take no action.

- Attachments:**
1. Map of TCSWD service area.
 2.

Book Type[BOCC] Date[01/06/2020] Time[6:00 P.M.
Book# [70] Minutes# [13] Meeting-Type[REGULAR

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

MONDAY, JANUARY 6, 2020

6:00 P.M.

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

PRESENT WERE PAM FEAGLE, CHAIRMAN, MALCOLM PAGE, JIM MOODY, SEAN
MURPHY AND THOMAS DEMPS, A FULL BOARD BEING PRESENT. COUNTY
ADMINISTRATOR, LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR,
MARSHA DURDEN, CLERK OF COURT, ANNIE MAE MURPHY AND COUNTY
ATTORNEY, CONRAD BISHOP, WERE ALSO PRESENT.

REV. BILLY GIPSON, MT. CARMEL BAPTIST CHURCH, LED THE BOARD IN
PRAYER, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG. THE BOARD WAS
THEN CALLED TO ORDER BY CHAIRMAN FEAGLE, AND BUSINESS TRANSACTED AS
FOLLOWS:

CHAIRMAN FEAGLE ADVISED OF THE FOLLOWING:

1. A DEDICATION OF THE ECONFINA RIVER BRIDGE TO ED SHEFFIELD,
FORMER POW, WILL BE HELD ON JANUARY 7, 2020 AT 11:00 A.M.
2. THE NEXT REGULAR MEETING OF THE BOARD WILL BE TUESDAY, JANUARY
21, 2020, 9:00 A.M., DUE TO THE MARTIN LUTHER KING, JR.
HOLIDAY.

14. THE ACCEPTANCE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) GRANT FOR TAYLOR COUNTY ARTIFICIAL REEF MONITORING FY 2019-2020, AS AGENDAED BY, AND ON FILE WITH, VICTOR BLANCO, MARINE AGENT.
15. THE APPROVAL OF BID DOCUMENTS/ADVERTISING FOR LEASING OF 406 ACRES AT PERRY-FOLEY AIRPORT TO BE HARVESTED AS HAY, AS AGENDAED BY MELODY COX, GRANTS WRITER.
16. THE ACCEPTANCE OF THE BID COMMITTEE RECOMMENDATION OF AWARD FOR THE FOLEY CUT-OFF ROAD WIDENING AND RESURFACING PROJECT, TO PIGOTT ASPHALT AND SITEWORK, LLC, IN THE AMOUNT OF \$1,023,000.00, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
17. THE APPROVAL OF BID COMMITTEE RECOMMENDATION OF AWARD FOR THE PINECREST STREET RESURFACING PROJECT, TO PIGOTT ASPHALT AND SITEWORK, LLC, IN THE AMOUNT OF \$365,000.00, AS AGENDAED BY THE COUNTY ENGINEER.

PUBLIC REQUESTS:

18. THE BOARD TO CONSIDER REQUEST TO AMEND TAYLOR COUNTY CODE 66-150, AS AGENDAED BY RAY CURTIS, ATTORNEY FOR JKSW INVESTMENTS, LLC (GEORGE & STEPHANIE WELDON).

MR. CURTIS APPEARED AND STATED THAT CERTAIN PROPERTY OWNERS WITHIN THE TAYLOR COASTAL WATER & SEWER DISTRICT (TCWSD) ARE BEING DENIED CONNECTION FOR SERVICES, DUE TO CONDITIONS IN A USDA CONSTRUCTION LOAN THAT WAS OBTAINED IN ORDER TO CONSTRUCT THE TCWSD WATER AND SEWER PLANT. MR. CURTIS REQUESTED THAT TAYLOR COUNTY CODE 66-150 BE AMENDED TO EXEMPT PROPERTY OWNERS WHO ARE PRECLUDED FROM OBTAINING WATER AND SEWAGE SERVICES FROM THE TCWSD.

MR. CURTIS ADVISED THAT JKSW INVESTMENTS OWNS TWENTY-EIGHT (28) ACRES, LOCATED AT 18835 BEACH ROAD, AT WHICH THE WELDON'S WISH TO CREATE AN RV PARK. THAT THEY CAN'T HOOK UP TO FOR WATER AND SEWER SERVICES IF IT VIOLATES THE LOAN CONDITIONS.

CHAIRMAN FEAGLE DISCUSSED A FUTURE GROWTH CONCERN IN THIS AREA AND SUGGESTED THAT THE BOARD TAKE ACTION TO CORRECT THIS ISSUE.

LYNETTE CENTNER, TCWSD, APPEARED AND STATED THAT A RESIDENTIAL CUSTOMER CAN HOOK-UP, BUT COMMERCIAL CUSTOMERS MUST PAY FOR THE COST OF THE INFRASTRUCTURE TO UPGRADE.

AFTER A LENGTHY DISCUSSION, THE BOARD REQUESTED THAT THE COUNTY ATTORNEY WORK WITH MR. CURTIS ON A SOLUTION TO THIS ISSUE, AND THE BOARD WILL RE-AGENDA FOR DISCUSSION AT A LATER DATE.

COUNTY STAFF ITEMS:

19. THE BOARD DISCUSSED ADOPTION OF TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE AUTHORIZING RESOLUTION, AS AGENDAED BY HANK EVANS, PUBLIC WORKS DIRECTOR.

THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) HAS REQUESTED A NEW RESOLUTION TO ACCOMPANY THE TRAFFIC SIGNAL MAINTENANCE AGREEMENT AMENDMENT, AS APPROVED BY THE BOARD ON SEPTEMBER 17, 2019. UPON MOTION OF COMMISSIONER DEMPS, WITH SECOND BY COMMISSIONER MURPHY, AND BY UNANIMOUS VOTE, THE COUNTY ATTORNEY WAS AUTHORIZED TO READ THE PROPOSED RESOLUTION, BY TITLE.

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

TAYLOR COASTAL WATER & SEWER DISTRICT

**18820 BEACH ROAD
PERRY, FLORIDA 32348
Phone/Fax: (850) 578-3043
www.tcwsd.org**

MINUTES OF REGULAR COMMISSION MEETING

January 28, 2020

1. The meeting was held at the District Building at 3:00 PM on January 28, 2020 present were: Commissioners Lynn Aibejeris, Gennie Malone, Willi Huxford, Diane Carlton, Steve Brown and Steve Spradley. TCW&SD STAFF present was Kristi Hathcock, Lynette Senter was absent. Chairman Aibejeris called the meeting to order at 3:00 p.m.
2. Commissioner Steve Brown led in prayer and the pledge of allegiance to the flag.
3. The guest present was Trevor Burch from Dewberry.
4. The floor was opened for non-agendaed items:

Commissioner Carlton spoke of two non-agendaed items that she wants put back on the agenda for future discussion:

- a. RV Properties - Commissioner Carlton would like the RV Issues and reduction of expenses to the District because of those RV units be discussed again and be added to the Agenda. She suggested that information be added to our billing system indicating what type of structure if any occupies each customer's lot. Commissioner Carlton also discussed the possibility of a letter being sent to all customers explaining that under the District's Rules and Regulations, water and sewer service will be provided to one RV unit per lot or parcel. The District could agree to follow Taylor County's guidelines of one extra RV unit during scallop season, but that the extra unit would have to be removed at the close of the season. If the extra RV unit is not removed, the District would disconnect water and sewer service to the property. Commissioner Carlton suggested that the Board review the existing Rules & Regulations and Ordinances and revise, add, correct and update our documents. Commissioner Spradley reminded the Board that this was put on hold last summer and was suggested that it be revisited after the first of the year. Commissioner Spradley recalled that there was discussion about giving the property owners 12 months to comply, but that due to the repair costs we are incurring we might want to move this time frame up. Commissioner Carlton suggested that the letter we send reminds the customer that we only service one residential unit per lot or parcel except during scallop season when one additional RV unit be added. Commissioner Huxford asked that when we notify the customers and remind them that they need to abide by the rules and regulations of the District. A copy of the rules and regulations may need to be provided to each customer. He suggested that we try and do it this year. Commissioner Carlton stated that Ron and David note how many campers occupy each lot and parcel. Commissioner Spradley reminded the Board that in addition to the RV's, there are non-conforming structures which are also using water and sewer services. He also stated that while it is not the District's responsibility to enforce the County's regulations, it would be to

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
Page 2 of 5

the District's advantage to put these properties on notice as well. Kristi brought up the idea that using photographic evidence would be helpful in the process. The Board decided that we could go ahead with the project and collect the photos as we go along.

- b. Developers – Commissioner Carlton brought up the subject of development with the District. **Due to the recent discovery that no hookups within the District that were not included in the original plan are available, development within the District is not possible at this time due to the restrictions of our funding agreements.** Requests for individual hookups will still be reviewed for compliance. Commissioner Spradley suggested that we review and update policies on a regular basis. Commissioner Carlton says we need some investigation about whether or not small sewer systems may be installed within the confines of the District and the District have to take over their operations. Commissioner Carlton would like copies of any documents pertaining to development within the District to be put into the Board Package to be reviewed, discussed, deleted or updated if necessary. A copy of the current Rules & Regulations will also be included to be reviewed and updated.

5. Trevor Burch began his report by commenting on the non-agendaed items discussion. Trevor suggested that we possibly have a feasibility study done by Florida Rural Water to see what impact a small development – 10 units or so would have on the District. It would include the capacity of the current plant and the effects on the District's operations. Taking over separate small plants could be detrimental to the finances of the District due to the increased cost of personnel, equipment, and operations without seeing much revenue return. Trevor suggested that we contact Florida Rural Water to ask for assistance or possibly contact an outside party to get this kind of study done. Having a study of this kind would enable the District to form a plan for future development. Commissioner Carlton explained to Trevor that USDA-RD has indicated to us that the current loan agreements will not allow us to add connections. Trevor stated that it might be possible to have the developer pay for all the infrastructure related to their development. He told the Board that it was good to be proactive on this and be ready for whatever the future might bring.

The Water Improvement Project has been updated as far as he can complete. Trevor has reached out to SRF, but has not been able to get in touch with them in the past several weeks. SRF had some comments that Trevor did not understand, and he feels they are missing the point of what we are trying to accomplish. He has narrowed down everything that Trevor needs from SRF and he will be trying to schedule a meeting with them to get this done and move with to the next step. Trevor will be setting up a meeting with Cheryl Minsky and an SRF engineer to finalize the report. He also explained that there was a miscalculation that showed an elevated tank was less expensive than a ground storage tank, so he has revised that portion of the report. We are ready to resubmit as soon as hears back from SRF. Trevor did reapply for the Springs grant with Suwannee River Water Management District and he is waiting to hear back from them in a few months. Our application is a long shot because we are not in the basin management area or a priority focus area. We do have springs, but they are not first water magnitude which is what Suwannee River Water Management District is looking for. SRWMD like our project but we don't necessarily fit the checkboxes for what the State is looking to accomplish. The River grant may be another possibility in the coming months. We still are looking at SRF monies which would require a match. SRF believed in our project and were willing to extend the financing after our project revisions.

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING

Page 3 of 5

6. Approval of minutes for the regular commission meeting on December 17, 2019. Chairman Aibejeris asked if everyone had reviewed the minutes and if there was a motion to approve. **Commissioner Malone made a motion to accept the minutes. Commissioner Huxford offered a second. Chairman Aibejeris asked for further discussion. There was none. By unanimous vote of the remaining Commissioners, the motion was approved.**
7. **Staff and Committee Reports**
 - a. **Director Report – Kristi Hathcock** - Kristi reported the Water and Sewer sales for the month of December were \$47,408.08, \$7,933.28 below the budgeted amount of \$55,341.34. There was one past-due customer. There was no turned off accounts. There were no changes in memberships. There were sixteen adjustments totaling (\$144.40). There was one misread meter adjustment totaling (\$55.53), two data input errors that were put into the wrong account which have been corrected and zeroed out, one other adjustment totaling (\$4.95), one late fee adjustment totaling (\$8.72), eight non-potable water/second meters totaling (\$286.40), two transfer fees totaling (\$200.00), and one reconnect fee for water and sewer totaling (\$300.00). Chairman Aibejeris called for a motion to accept the Director's Report as given. **Commissioner Carlton made a motion to accept the Director's Report for December 2019 as presented. Commissioner Brown offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**
 - b. **Other Billing Clerk Items – Kristi Hathcock**– I discussed to the board that I was working on Taylor Coastal Water and Sewer District's Facebook page getting it up to date with everything. I told the board that I would be putting important information on our Facebook page like Flushing's of our system and when Ron does chlorine.
 - c. **Financial Reports – Kristi Hathcock for Lynette Senter**– Kristi reported that the sales including new memberships for the month of December were \$4,659.36 for Credit Card Reconciliation Discrepancies, \$625.00 for Mowing and Tree removal at the boat ramp lift station, \$442.07 for RVS postcards, \$6,420.00 for new grinder pump purchases, and -\$3,322.56 for a refund of a duplicate charge for equipment. Total Net Income for December 2019 was - \$9,618.46. Chairman Aibejeris called for a motion to accept the Financial Reports as given. **Commissioner Huxford made a motion to accept the Financial Reports for December 2019 as presented. Commissioner Malone offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**
 - d. **Other Office Manager Items- Kristi Hathcock for Lynette Senter**
 - 1) The Office Manager's new computer is now up and running. I will begin work on Kristi's transfer after the February billings.
 - 2) **I have submitted the information to the USDA regarding the lots that were hooked up to the system.** We will wait to see how they reply.
 - 3) We have received no applications for the vacant commissioner position.
 - 4) There was no Water Audit for December. Because of the amount of water that went through our system during our water tank maintenance, it was impossible to account for any water loss. But we did replace a blow off valve at Ezell Beach that appears to have been leaking for

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
Page 4 of 5**

a while. A blow off valve was damaged by a vehicle that also hit a mailbox on Pelican Place and we have replaced that.

- 5) We are expecting our QuickBooks expert to begin work in February.
- 6) When Ron was doing water line blow offs at Dekle Beach and Jug Island, we stirred up a tremendous amount of rust. Dekle Beach has long run of 6" line and a small amount of usage on a monthly basis. The buildup in the lines is heavier than the other routes. Unfortunately, the Lilliot's at the corner of Dekle Beach Boulevard and Jug Island Road were doing laundry during that time and had a terrible time with rust stains on their white bedding. They called us immediately and we suggested everything we could – including Rust Out but they were unable to salvage some of their bedding. She has provided me with receipts for the items and I wanted to see what the Board would like to do about this situation. Commissioner Spradley began a motion for Lynette to continue to investigate for the dates on the receipts and for a written statement from Ron about what happened with the water line blow-off but after some discussion the Board asked that Lynette and Ron write up the incident and include receipts from the Lilliot's that included the dates and totals and bring the information back for our next meeting.

8. New Business

- a. We will have a visit in March from the Engineer who will spearhead our WWTP renewal. This renewal is being done through Florida Rural Water.

9. Old Business

- a. The close-out for Hurricane Hermine has been completed from our end and we are waiting on confirmation from Florida Public Assistance to make sure they have all of their information completed.
- b. Hurricane Michael - as of today, have not received any reply from the contractor working for Florida Public Assistance. I have called Florida Public Assistance directly and twice was referred to another contractor who had no idea what to do with my request. I finally called back Florida Public Assistance and told them I was not going to complete any other item they request until my questions are answered. I was told they were "looking into it".
- c. I looked at the map to review the request from Cindy Simpson regarding service to her ½ lot and the adjacent ½ lot at Keaton Beach. That lot did have a future connection box installed and was included in the original installation plan when it was one lot. The lot was split by the adjacent property owners and if put back together again, sewer would be available.
- d. I attended the Taylor County Board of County Commissioners meeting on December 6, 2020 because a Mr. Ray Curtis had added an agenda item to discuss the inability of our District to provide water and sewer service to JKSW. Commissioner Spradley was also in attendance.
- e. On February 3rd, George Glover from Florida Rural Water will begin work on our Asset Management Plan. He will be working with Ron, David and the office staff to gather all of the information he needs. We will have the ability to purchase a mapping service which will give the GPS coordinates of all of the Districts valves, blow offs and grinder pumps.

10. Closing Remarks Commissioners/Staff

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING**

Page 5 of 5

- a. The Commissioners expressed thanks to staff and other commissioners for doing a great job. There were no other comments.

11. Motion to Adjourn

Chairman Aibejeris requested a Motion to Adjourn. Commissioner Malone made a motion to adjourn the meeting. Commissioner Huxford offered a second. The meeting adjourned at 5:00P.M.

Board Actions:

- 1. Approval of the minutes of the December 17, 2019 regular Board Meeting
- 2. Approval of the December 17, 2019 Directors Report
- 3. Approval of the December 17, 2019 Financial Reports



**BY: Lynette Taylor Senter, Recording Secretary
Taylor Coastal Water and Sewer District**



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

2/25/2020 Workshop (Re TCWSD)

2 messages

Ray Curtis <ray@thecurtislawfirm.com>

Thu, Feb 20, 2020 at 2:46 PM

To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

Cc: "The Bishop Law Firm, P.A." <lawbishop@fairpoint.net>

Bcc: Stephanie Weldon <stephanie@keatonbeachvacationrentals.com>, "Taylor Brown (City Manager)" <tbrown@cityofperry.net>

Hey LaWanda,

I just spoke with Conrad about the draft County Code amendment that I have prepared regarding mandatory connections to TCWSD. He suggested that I ask to appear before the BOCC at its 2/25/2020 workshop to present the draft.

Would you mind adding me to that agenda?

I have City Council that night; it starts at 5:30pm. I will do my best to get to the BOCC prior to the end of the workshop. If I can't make it, then we can try for another date. But, in the event I can make it to the BOCC before its workshop wraps up, then at least I could be there to field any questions they might have about the draft ordinance.

Thank you!

Ray

--

Ray Curtis
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347
(850) 584-5299
(850) 290-7448 fax

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Draft Ordinance to Amend County Code.pdf
146K

LaWanda Pemberton <LPemberton@taylorcountygov.com>
To: Ray Curtis <ray@thecurtislawfirm.com>

Thu, Feb 20, 2020 at 3:10 PM

Of course, no problem.

7/13/2020

The Curtis Law Firm Mail - 2/25/2020 Workshop (Re TCWSD)

LaWanda

[Quoted text hidden]



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

FW: Workshop Agenda 2/25/20- Taylor Coastal Water and Sewer District

LaWanda Pemberton <LPemberton@taylorcountygov.com>
 To: "Ray Curtis (CLF)" <ray@thecurtislawfirm.com>

Tue, Jul 14, 2020 at 1:42 PM

Per records request, please see below.

From: mike Smith [mailto:mike@msmithpa.com]
Sent: Tuesday, February 25, 2020 9:37 AM
To: The Bishop Law Firm <lawbishop@fairpoint.net>; LaWanda Pemberton <LPemberton@taylorcountygov.com>; Marsha Durden <mdurden@taylorcountygov.com>; Sean Murphy <smurphy@taylorcountygov.com>; Jim Moody <jmoody@taylorcountygov.com>; Malcolm Page <mpage@taylorcountygov.com>; Pam Feagle <pfeagle@taylorcountygov.com>; Thomas Demps <tdemps@taylorcountygov.com>
Cc: Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>
Subject: Re: Workshop Agenda 2/25/20- Taylor Coastal Water and Sewer District

Dear Mr. Bishop,

Please accept the following as a correction and clarification of my prior email dated February 24th, 2020. The meeting referenced in the prior email regarding you and commissioner Feagle did not take place at a District meeting but at a County Commissioner meeting.

The Taylor County Board of County Commissioners have been added to this correspondence.

Thank you,

Michael S. Smith, Esq.

On Mon, Feb 24, 2020 at 11:30 AM mike Smith <mike@msmithpa.com> wrote:

Dear Mr. Bishop,

It has come to my attention that attorney Curtis has emailed the County Administrator to agenda an ordinance which he has prepared altering in some respect the Taylor County Water & Sewer District Authority (the District). It is also my understanding that these matters should be addressed at a workshop giving 7-10 days prior notice to the meeting which, in this case, has not been done. Attorney Curtis is attempting to provide assistance to one of his clients in

derogations of the duties and responsibilities of the district. it is also my understanding that you and Commissioner Feagle attended a District meeting for the sole purpose of assisting Attorney Curtis's client and if true, your actions would be a clear conflict of interest.

The District has its meeting at the same time as the workshop, so the District members would be unable to attend. The District is currently directing its efforts toward a water improvement project that has taken nearly three (3) years to get to the Engineering/Financing stage. The water infrastructure is over thirty (30) years old and in order to maintain water quality and potentially expand services to other property owners, the District considers its focus should be on complying with their duties and responsibilities. Attorney Curtis has been advised on numerous occasions that the District and its board would be in dereliction of their duties and in violation of their contractual obligations to pursue attorney Curtis personal agenda. An behalf of the District, I am requesting that the Board of County Commissioners not agenda Attorney Curtis matter as being untimely and inconsistent with the duties and responsibilities of the District and the best interest of the citizens of Taylor County.

The Taylor County Board of County Commissioners have been added to this correspondence.

Thank you,

Michael S. Smith, Esq.

--

Sue Ellen Weaver

Legal Assistant to Michael S. Smith, Esq.

Smith & Associates

Attorneys at Law, P.A.

411 North Washington Street

Perry, FL 32347

Ph: 850.584.3812

Fax: 850.584.7148

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--
Sue Ellen Weaver

Legal Assistant to Michael S. Smith, Esq.

Smith & Associates

Attorneys at Law, P.A.

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Perry, FL 32347

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Fax: 850.584.7148

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Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Workshop Tonight

Ray Curtis <ray@thecurtislawfirm.com>

Tue, Feb 25, 2020 at 9:58 AM

To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

Bcc: Stephanie Weldon <stephanie@keatonbeachvacationrentals.com>

Hey LaWanda,

Looks like my City Council meeting tonight is going to run long. As I had previously mentioned, I was going to try to make it over if my City meeting didn't run long. As such, would it be possible to push the discussion of the draft ordinance re TCWSD to a later workshop? If so, what would the date/time of that workshop be?

Thank you!

Ray

--

Ray Curtis
The Curtis Law Firm
A Professional Association
103 North Jefferson Street
Perry, FL 32347
(850) 584-5299
(850) 290-7448 fax

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Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Workshop Tonight

LaWanda Pemberton <LPemberton@taylorcountygov.com>
To: Ray Curtis <ray@thecurtislawfirm.com>

Tue, Feb 25, 2020 at 10:25 AM

Good morning,

The next workshop will be March 24, 2020 at 6:00 pm.

[Quoted text hidden]

TAYLOR COASTAL WATER & SEWER DISTRICT

18820 BEACH ROAD
PERRY, FLORIDA 32348
Phone/Fax: (850) 578-3043
www.tcwsd.org

MINUTES OF REGULAR COMMISSION MEETING

February 25, 2020

1. The meeting was held at the District Building at 3:00 PM on February 25, 2020 present were: Commissioners Lynn Aibejeris, Gennie Malone, Willi Huxford, Diane Carlton and Steve Spradley. Steve Brown was absent. TCW&SD STAFF present were Kristi Hathcock and, Lynette Senter. Chairman Aibejeris called the meeting to order at 3:00 p.m.
2. Commissioner Steve Spradley led in prayer and the pledge of allegiance to the flag.
3. The guest present was Trevor Burch from Dewberry.
4. The floor was opened for non-agendaed items – there were none.
5. Water Improvements Project – Trevor Burch – Trevor was originally working with Cheryl Minsky from SRF, but she did not actually provide most of the comments on the report. Bob at SRF was commenting on changes, but there were multiply delays getting together with the State. Trevor was finally able to get ahold of Bob and spoke with him regarding the changes. Trevor stated that we need to go ahead and hold a specific public meeting to go over the report in its entirety and explain the financial obligations the District may have going forward with the construction of the project. The Board discussed having a Special Meeting at the regular Board Meeting on March 24th. We will advertise this in the local newspaper, on the District's website and Facebook page, at Walter B's Store, and the Keaton Beach Corner Store. Proof of notice will be supplied to SRF by taking pictures of the postings and copying the ad.

After the Public Hearing, the next step will be the Environmental Assessment. The Lake City office of Dewberry will begin coming to meetings with Trevor to get familiar with us and the project and work on the Environmental Assessment. Once the Environmental Assessment is finished, the Design phase begins. SRF has indicated that these phases can overlap somewhat to provide continuity. We would then need to select an engineer for the Design phase.
6. Approval of minutes for the regular commission meeting on January 28, 2020. Chairman Aibejeris asked if everyone had reviewed the minutes and if there was a motion to approve. **Commissioner Huxford made a motion to accept the minutes with four corrections on Page three of the January 2020 minutes. Commissioner Spradley offered a second. Chairman Aibejeris asked for further discussion. There was none. By unanimous vote of the remaining Commissioners, the motion was approved.**
7. **Staff and Committee Reports**

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING

Page 2 of 6

- a. **Director Report – Kristi Hathcock** - Kristi reported the Water and Sewer sales for the month of January were \$46,563.96, \$8,777.37 below the budgeted amount of \$55,341.33. There were no past-due customers. There was no turned off accounts. There were no changes in memberships. There were sixteen adjustments totaling (\$437.27). There was one adjustment for a debit account for a returned check totaling (\$96.25), one returned check fee adjustment totaling (\$5.00), two data input errors adjustments totaling (\$174.32), two late fee adjustments totaling (\$20.16), seven non-potable water/second meters totaling (\$179.00), one transfer fee totaling (\$100.00), and two one-time adjustments totaling (\$265.04). Chairman Aibejeris called for a motion to accept the Director's Report as given. **Commissioner Malone made a motion to accept the Director's Report for January 2020 as presented. Commissioner Huxford offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**
- b. **Other Billing Clerk Items – Kristi Hathcock**– There are no other billing clerk items.
- c. **Financial Reports – Lynette Senter**– reported that the sales including new memberships for the month of January were \$46,563.96. Expenses for the month of January were \$49,470.68. Exception expenses included \$19,860 for the purchase of 12 grinder pumps. Total Net Income for February 2020 was -\$2,096.72. Chairman Aibejeris called for a motion to accept the Financial Reports as given. **Commissioner Spradley made a motion to accept the Financial Reports for January 2020 as presented. Commissioner Malone offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote the motion was approved.**
- d. **Other Office Manager Items- Lynette Senter**
 - 1) There is a workshop being held at 6:00 PM today by the County Commissioners which includes the ordinance Mr. Curtis wants changed. Commissioner Sean Murphy called me on Sunday and Ursula Miller called me early Monday morning to let us know that Mr. Curtis has placed this item on the agenda. I received a call from LaWanda at 11:00 AM on Monday notifying us that Mr. Ray Curtis has again brought up the revision of the County's ordinance to allow people to put in their own water and sewer if we cannot provide it. I explained to LaWanda that (1) we had our own meeting on Tuesday, (2) because we received no notification – we were not prepared to discuss anything with the County, and (3) we have just started reviewing this situation and until we can study the facts, hear back from our funding agency, study future needs, and many other things. I also explained that the only answer we can give is "we would love to provide service for everyone who requests it, but we are not going to violate our funding agreements." And repeat what USDA has said from the beginning - "the US government is not in the business of funding development". I also emailed Mike Smith and asked him to respond on behalf of the District. Later in the afternoon we received calls from Commissioner Moody and LaWanda Pemberton stating that Mr. Curtis has requested that the item be tabled because his city meeting will take too long for him to appear at county commission meeting.
 - 2) There were two leaks discovered last month. One was at our Blow Off valve at Sawgrass Bay and one was a leak near the meter at the WWTP. Both have been repaired.
 - 3) I have asked Marian Powell to let us know when the Audit will be presented, and to get scheduled with Courtney their Quick Books Expert

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
Page 3 of 6

- 4) Mike Smith has officially notified us that he will be retiring soon. I asked him for suggestions about possible Board Attorney's and he suggested that we advertise in the Tallahassee Democrat. I will investigate the costs of advertising outside the County.
- 5) We need to begin planning for expanding our employee base. A trainee for the WWTP work assisting in the field would be a great place to start. Any future employee for that position would need to commit to the training and education necessary. The aging of our employees is a concern and any future planning needs to take that into consideration. The Board asked that we start a search for the new hire as soon as possible at a possible rate of \$15.00 per hour plus \$300.00 each month for health insurance.
- 6) When installing new service to a customer along Beach Road near Dark Island, our crew had to cut through the walkway to access our lines. This was discussed before the walkway was ever constructed and DOT explained that the County would have to repair it. We cannot bore under the walkway because it would be too costly. I explained this to the County Manager when she called to tell me people were complaining on Face Book about the cut. I have discussed this with Ron and requested that he contact the County on any future repairs necessary.

8. **New Business**

- a. Request for possible future water service – Lynette spoke with Sandy Beach who enquired about property owned by her father, Travis Beach. Travis purchased water memberships for a parcel located on Jody Morgan Road near the end of our water service line. I spoke with Ron who indicated that water service could be provided. The Board discussed the fact that the property is in the Coastal High Hazard Area, Flood Zone AE which might preclude water being provided. The Board will look at the Rules & Regulations in the next few months and will decide if service can be provided. There was more discussion regarding additional property owners at Ezell Beach and Beach Road that may be requesting service from the District. The Board discussed the impossibility of providing service to properties outside of our normal service area at this time. Due to our restrictions in the size of our WWTP and the age of our Water Plant there was some discussion of reducing the size of our District by adjusting our boundaries to reflect the service area we are capable of providing. We will work with the County to see if they can provide a District Map using the legal description in the Ordinance that created us and work from there.
- b. RV properties census – An RV property census was completed by Ron and David while reading meters in February. **There were 11 at Dekle Beach, 50 at Keaton Beach, 69 at Cedar Island, 4 at Dark Island, 3 at Ezell Beach, 26 on the Truck Route for a total of 163 units.** This census did not include lots with hookups but no units. A review of our ordinance indicates that multiple hookups to a grinder pump were not addressed when the ordinances were written. **It states that one residential unit per grinder pump only.** The Board discussed sending a letter to all customers letting them know that while our Rules and Regulations regarding RV's and non-conforming properties were not the same as the County's, during Scallop Season, the District would follow the County's ordinance as to the number of RV's on each lot. However, at the end of the season, the District's normal Rules and Regulations would be enforced. The Board discussed various ways to implement these changes including not allowing more than one RV per lot at any time, not allowing RV's to hook up to the District's system at any time, charging each additional hookup after the original one the full \$87.16 each month, or implementing an additional Sewage Access Fee for each unit after the original hookup into the grinder pump unit each month. The Board discussed the various pros and cons of each suggestion and decided that an additional

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING

Page 4 of 6

Sewage Access Fee of \$45.00 per month per unit for each additional hookup after the original hookup into the grinder pump might be the best alternative. This would allow the District to recoup some of the expenses incurred by multiple RV's and non-conforming properties, while not having to "police" the properties according to the Scallop Season calendar. A count can be performed monthly by field staff and the fees added to the monthly bill. Commissioner Huxford discussed the possibility of only charging the fee during Scallop Season. Commissioner Malone pointed out that the units were rarely moved after the season and therefore we would not get the fees for year-round use. Commissioner Carlton stated that limiting it to Scallop Season would put the District into the position of policing the dates. Commissioner Huxford stated that he thought the Board should discuss this with the District's attorney before proceeding. Commissioner Carlton said that the Board had the power to change their rules and regulations and to charge a User Fee. As the District would be adding an additional fee, a Public Hearing would be required. After the Public Hearing, a letter will be sent to each customer explaining the new fee. **Commissioner Carlton made a motion to begin to charge a \$45.00 per unit**

Additional Sewage Access Fee after the one original hookup into a grinder pump and notify all customer's by letter. Commissioner Spradley offered a second. Chairman Aibejeris called for further discussion. Commissioner Huxford stated that he could not support an additional fee outside of the Scallop Season and that he wanted the County to enforce their rules already on the books. Commissioner Carlton stated that it would be ideal if the County would enforce their rules, but it appears that they have not been doing so. The RV problem is not ours to fix but it is the District's responsibility to make sure that we are collecting enough monies from the people who use our services that we can continue to service and replace grinder pumps in the future. Commissioner Spradley called for a vote. Commissioners Carlton, Malone and Spradley voted aye, Commissioner Huxford voted nay. **The motion was approved by majority.**

- c. District Policies partial review. The Commissioners have begun a review of the District's policies. **They agreed to abolish Policy 2005-01 Water Hook-Ups for Newly Developed Lots, and Policy 2006-03 – Future Phase I Sewer Hookups for Individuals and Small Developments.** The Board discussed the fact that the District does not provide service to new developments and therefore makes these two policies void. **Chairman Carlton asked that we go ahead and abolish Policy 2005-01 and Policy 2006-03 because we cannot offer these services to developers under the conditions of our Loans.** Chairman Huxford asked that the District postpone voting on these two policies until a full board was in attendance. **Commissioner Carlton made a motion to abolish Policy 2005-01 and Policy 2006-03.** Commissioner Malone offered a second. Chairman Aibejeris called for further discussion. Commissioners Carlton, Malone and Spradley voted aye, Commissioner Huxford voted nay. **The motion was approved by majority.**
- d. Rules and Regulations review. The Board was given a copy of the current Rules & Regulations and will begin reviewing these in the next few months.
- e. County Ordinances review. The Board was given copies of the County Ordinances for their information.
- f. District Ordinances review. The Board was given copies of the District Ordinances and will begin reviewing these in the next few months.
- g. **Developer policy review. This policy was abolished under Item 8c above.**
- h. WWTP repairs to spray field pump and generator fuel system. One of the pumps for the WWTP Spray Field's bearings went out and melted down. The pump was 14 years old. TAW examined

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
Page 5 of 6

the pump and we were given the option of repair costs of over \$5,000 or purchasing a new pump for \$8,995.00 installed. After discussion with Ron and David, it was determined that a new pump would be ordered. David will continue to manually operate the second pump until the replacement is received. The generator at the WWTP failed to start on its weekly test. David and Ron did some troubleshooting but were unable to determine why it was not starting. Cummins came and we found out that our large diesel tank was contaminated, and our fuel lines were fouled. Cummins has a new service called Fuel Polishing which will allow us to keep all the fuel in our tank and only pay to have it cleaned. The charge is \$1,802.35. We have made an appointment for this to be done.

9. Old Business

- a. The Florida Public Assistance contractor has notified us that they are forwarding our Hurricane Hermine project to the closing phase.
- b. Hurricane Michael – the seventh contracting firm has recently taken over the processing of Hurricane Michael. I have put in a request to Florida Public Assistance and the contractor to please locate our records from when we opened our claim. I was informed that they cannot find any record of our applying. I will keep following up with them.
- c. George Glover from Florida Rural Water has been coming to the District to work on our Asset Management Plan. He has made a couple of visits and he has several more planned over the next month.
- d. Mark Cadenhead will be coming to the District on March 16, 2020 to start the process of our WWTP certification renewal. We have supplied him with all the information he has requested from the office and will be assisting him with any other requests.
- e. We received one application for the vacant Commissioner position. Unfortunately, he resides outside the boundaries of the District. I will notify him by phone and thank him for his interest. We will advertise again in March for the vacancy.
- f. A package of information including pictures and receipts was furnished to the Board regarding the rust damage at the Lilliott's residence. Ron confirmed that the circumstances were unfortunate but unavoidable. The Board reviewed the information and agreed to reimburse Clara Lilliott \$257.96 for the damage caused by the line clearing.

10. Closing Remarks Commissioners/Staff

- a. The Commissioners expressed thanks to staff and other commissioners for doing a great job. There were no other comments.

11. Motion to Adjourn

Chairman Aibejeris requested a Motion to Adjourn. Commissioner Huxford made a motion to adjourn the meeting. Commissioner Spradley offered a second. The meeting adjourned at 5:37 P.M.


Board Actions:

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING**

Page 6 of 6

1. Approval of the minutes of the January 28, 2020 regular Board Meeting
2. Approval of the January 28, 2020 Directors Report
3. Approval of the January 28, 2020 Financial Reports.
4. Approval to begin charging a \$45.00 per unit additional Sewage Access Fee after appropriate public hearing is held.
5. Approval abolishing Policy 2005-01 and Policy 2006-03.



BY: Lynette Taylor Senter, Recording Secretary
Taylor Coastal Water and Sewer District

**POLICY
TAYLOR COASTAL WATER & SEWER DISTRICT**

Policy # 2005-01

Effective Date: August 17, 2005

**TITLE: WATER HOOK-UPS FOR
NEWLY DEVELOPED LOTS**

PURPOSE:

To provide sufficient quantity of quality water to new customers

SCOPE:

Individual home owners and small developments with newly subdivided lots

POLICY STATEMENT:

When a parcel of land is subdivided into two or more lots, the newly created lots will be assessed a \$2,000 service fee per equivalent residential connection (3,000 gallons water used) for water provision. This fee must be paid prior to plat approval or upon issuance of a letter of water availability or upon discretion of the Board and will be in addition to the \$1,000 connection fee which is due at the time the meter is installed. Condos will require one service fee per unit. TCW&SD will work jointly with the Taylor County Planning Department to collect these funds.

REQUIREMENTS:

When a parcel subdivides, the owner must pay \$2,000 for each newly created lot prior to receiving verification of water availability.

Recipient must pay a \$1,000 connection fee at the time water is required and a meter installed.

Easements for the installation and ingress to and egress from the installed unit(s) may be required.

Updated 04/2009

**THIS POLICY WAS ABOLISHED AT THE REGULAR
DISTRICT BOARD MEETING ON FEBRUARY 25, 2020.**

POLICY
TAYLOR COASTAL WATER & SEWER DISTRICT

Policy # 2006 - 03

Effective Date: November 27, 2006

**TITLE: FUTURE PHASE I SEWER HOOK-UPS
FOR INDIVIDUALS AND SMALL DEVELOPMENTS**

PURPOSE:

To protect public health and the environment from anticipated impacts of pollutants resulting from the installation of septic tanks and packaged sewer plants

SCOPE:

Individual home owners and small developments.

EXCEPTIONS:

USDA-RD's Letter of Conditions limits connections to referenced areas of the project location description to existing homes, businesses and developed sites, and the 181 platted single family housing lots as of July 1, 2003; therefore, large scale developments are prohibited.

POLICY STATEMENT:

If a new source of pollution is proposed in the District's Phase I service area and the property owner provides written documentation that a permit may be issued for a septic tank or a small, packaged sewer system, the District, at its discretion, may connect said source to our centralized Wastewater Collection System provided our reserve capacity is available.

REQUIREMENTS:

Recipient will be required to pay a service fee of \$10,000 per equivalent residential connection (4,000 gallons water used) for sewer service only which will include installation of a grinder pump station(s), complete with electrical, and connection to the collection system. This fee must be paid upon issuance of a letter of sewer availability or upon discretion of the Board.

Easements for the installation and ingress to and egress from the installed unit(s) will be required.

NOTE: Water availability requires payment of a service fee of \$2,000 per newly developed lot and a \$1,000 connection fee per lot when the meter is installed as addressed in our policy adopted August 17, 2005.

Updated 04/2009

**THIS POLICY WAS ABOLISHED AT THE REGULAR DISTRICT
BOARD MEETING ON FEBRUARY 25, 2020**

TAYLOR COASTAL WATER & SEWER DISTRICT

18820 BEACH ROAD
PERRY, FLORIDA 32348
Phone/Fax: (850) 578-3043
www.tcwsd.org

MINUTES OF REGULAR COMMISSION MEETING

May 26, 2020

1. The meeting was held at the District Building at 3:00 PM on May 26, 2020 present were: Commissioners Lynn Aibejeris, Gennie Malone, Willi Huxford, Diane Carlton, and Steve Brown. TCW&SD STAFF present were Kristi Hathcock and, Lynette Senter. Chairman Aibejeris called the meeting to order at 3:00 p.m.
2. Commissioner Steve Brown led in prayer and the pledge of allegiance to the flag.
3. There were no guests. The floor was opened for non-agendaed items – there were none.
4. Water Improvements Project – Trevor Burch – via email. The Board requested that Trevor give his report via email to reduce the number of people at the meeting. We have addressed the issues with the Engineering Report and resubmitted to USDA and SRF. We are waiting on any final comments. The Environmental Assessment report is underway and is expected to be completed in the following months. Upon approval of the Facilities Plan (aka PER, Engineering Report), Environmental Assessment, and Business Plan (the financial document you are working on), the SEARCH grant will be complete and the District will be eligible for their reimbursement. Cheryl Minsky (FDEP, SRF Manager) suggested that the District move forward with Design as soon as possible. This is required to be complete by December of 2021 and from my conversation with her is unlikely to be allowed to be extended further. It is our understanding that the CCNA guidelines are being updated in July and will allow us to provide the District with a task order for the design phase of the project under our continuing services agreement (will not require an RFQ). If it is the desire of the Board, we can bring a task order for design services to the July meeting. Otherwise, an RFQ needs to be prepared to procure engineering services for design. The Board discussed having the public meeting at our June board meeting, but the board decided that it should be postponed until perhaps the July meeting due to the uncertainties with COVID-19.
5. Approval of minutes for the regular commission meeting on February 28, 2020. Chairman Aibejeris asked if everyone had reviewed the minutes and if there was a motion to approve. **Commissioner Carlton made a motion to accept the minutes with one correction on page 4. Commissioner Huxford offered a second. Chairman Aibejeris asked for further discussion. There was none. By unanimous vote of the remaining Commissioners, the motion was approved.**
6. **Staff and Committee Reports**
 - a. **Director Report – Kristi Hathcock** - Kristi reported the Water and Sewer sales for the month of February 2020 were \$47,119.92, \$8,220.42 below the budgeted amount of \$55,340.34. There were no past-due customers. There was no turned off accounts. There were no changes in memberships. There were eleven adjustments totaling (\$164.92). There were two data input

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING

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Water and Sewer sales for the month of March 2020 were \$47,703.55, \$7,636.78 below the budgeted amount of \$55,340.33. There were 12 past-due customers. There was one at Dekle Beach, three at Keaton Beach, four at Cedar Island, two at Ezell Beach, and two on the Truck Route. There was one turned off accounts. There were no changes in memberships. There were nineteen adjustments totaling (\$1,145.78). There was two mis-read meter adjustments totaling (\$92.84), one data input error adjustment totaling (\$74.66), eight non-potable water/second meters totaling (\$136.04), five transfer fee adjustments totaling (\$500.00), one disconnect fee adjustment for water & sewer totaling (\$200.00), and two reconnect fee adjustments for water & sewer totaling (\$600.00).

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Chairman Aibejeris called for a motion to accept the Director's Report as given. **Commissioner Huxford made a motion to accept the Director's Report for February 2020, March 2020 and April 2020 as presented. Commissioner Brown offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote, the motion was approved.**

b. Other Billing Clerk Items – Kristi Hathcock– There were two other billing clerk items.

1. Ann Hodges #212 at 1466 Ezell Beach Road had a one-time adjustment made to her account 12-5-2016. On May 11th, 2020, she called us saying they found a broken pipe under her house caused by a tree root that grew into the pipe. Her usage for the month was 19,000 gallons of water. Ms. Hodges requested another adjustment to her bill. A 6-month average indicated that she uses approximately 4,000 gallons of water each month. The sewer usage cost for 19,000 gallons is \$158.32. After deducting her average usage, a \$164.68 credit could be applied. Mrs. Hodges has already paid her total bill of \$333.97 on 5/13/2020. Commissioner Carlton stated that in the past we have always charged them for the water and adjusted their sewer. Commissioner Carlton did not see a problem with adjusting the customers sewer and the rest of the board agreed with Commissioner Carlton
2. When we billed in March 2020, we had just finished installing the new billing card printer software on my computer. When Miss Lynette entered and printed the billings, she noticed that no late fees had been applied. Because, everyone was in middle of the COVID-19 shutdown, we were unable to reach RVS until the next week. They confirmed that during the transfer of the RVS software adding the new printer, the "switch on" for the late fees after the 21st of the Month had not been completed. They

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immediately updated our computer and made sure all settings were now transferred. The total late fees for March would have been approximately \$177.00. Mrs. Lynette explained that we could not go back and reapply the late fees without restarting the whole system and reprinting the entire billing cycle. The board members understood the problem.

- c. Financial Reports – Lynette Senter**– reported that the sales including new memberships for the month of February 2020 were \$47,119.92. Expenses for the month of February 2020 were \$24,070.50. Exception expenses included \$666.00 for the Diesel Tank Insurance, \$257.96 for the Lillioth reimbursement, and \$571.35 for new trailer tires and a new water truck tire. Total Net Income for February was \$23,049.42.

Sales that included new memberships for the month of March 2020 were \$47,703.55. Expenses for the month of March 2020 were \$44,168.03. Exception expenses included \$1,120.00 for renewal of the Public Officials Liability insurance, \$1,500.48 for payment of the second half of the Workers' Compensation policy, \$2,300.00 for Postage, \$1,232.61 for final payment on the new internet equipment, \$11,463.08 for new spray field pump and repairs to fuel system at WWTP, \$2,130.00 for a sludge haul, and \$1,845.14 for water tank maintenance. Total Net Income for March 2020 was \$3,535.52.

Sales including new memberships for the month of April 2020 were \$71,702.63. Expenses for the month of March 2020 were \$21,673.60. Exception expenses included \$460.00 for mowing, and \$1,360.00 for Replacement parts for Sewer. Total Net Income for April 2020 was \$50,025.64. Chairman Aibejeris called for a motion to accept the Financial Reports as given.

Commissioner Malone made a motion to accept the Financial Reports for February 2020, March 2020 and April 2020 as presented. Commissioner Carlton offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote, the motion was approved.

- d. Water Audits** – We continue to experience above average water losses and after discussing this with Ron, he is going to make a concerted effort to record all non-metered water use.

e. Other Office Manager Items- Lynette Senter

- 1) Lynette explained how well the staff handled everything during the shutdown. Bills were paid, customers were taken care of, field staff performed repairs when necessary but practiced social distancing when doing so. Our voice mail message and posting on the door and website gave everyone phone numbers to call Lynette or Ron and we were able to work with our customers to help them with questions, concerns and problems. We parked behind the office building while working inside which helped us to distance. Ron and David managed their plants on a rotating schedule. Ron trimmed the crepe myrtles and waterproofed the walkways and porch. The mowing of the spray field got a little behind because Florida Rural water asked that operators not spend any more time than necessary at WWTP.

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- 2) The Auditor will be here for the June meeting to present the Audit. Help with Quick Books will start as soon as she feels comfortable. We have already started working via email to get some things corrected.
- 3) Bruce Ratliff came to the office and requested an electronic copy of the maps we have for Phase I and Phase II. I copied them onto a stick and dropped them off at the Courthouse last week. **He said he was going to look at re-assessing the values for those properties which cannot get water or sewer services.**
- 4) We finished our annual Drinking Water report and will be sending it to the health department and printing a notice that is available online on the June billing cards.
- 5) We will be starting our Lead & Copper testing and reports in July.

7. **New Business**

- a. As of 11 A.M. today there are 5 cases of COVID 19 in zip code 32347 and 9 cases in zip code 32348. We have posted the door explaining that we are unable to speak with customers face to face and cannot notarize anything at this time. However, we have customers who cannot hear the speaker, or haven't brought a pen, or need to know the amount of their bill, or need to drop off a payment and are very unhappy that they cannot come into the office. We have dealt with them on a case by case basis but feel that it is not working well. We have decided to start parking behind the office again and changing the door poster saying that people must drop their payments in the drop box and if they have questions to press the buzzer. Anyone requiring more information or help must call 850-578-3043 for an appointment. If the cases continue to increase, we are going to close the office again and limit employee contact as we do not want to risk our employees, board members and the public.
- b. Request for possible future water service – Baker Jarvis, Sandy Beach, Benjye Tuten. Baker Jarvis has a property directly off Jody Morgan with water service running across the road. He is another property like the Travis Beach property that is now within the Coastal High Hazard area. Mr. Jarvis' water hookup will require that we bore under the road which will incur an additional cost. Both properties were discussed by the Board and it was agreed that when a septic tank permit is provided to the office, water service can be provided. **Sandy Beach inquired about lots at Ezell owned by George Collins and Johnny Price. Neither of these two lots were included on the Phase I plans and the board agreed that because neither property had a septic tank or past water service, they could not be provided service at this time.** Sandy Beach also inquired about a property at Ezell Beach owned by the Lynn's that is directly in front of Melvin Bowden's house and contains the road that leads to the point. That property was not platted separately at the time of the Phase I and has never had a septic tank or water service. **Again, the Board agreed that water and sewer service cannot be provided at this time. We were contacted again by Sandy Beach about the rest of the Lynn properties at Ezell Beach. I confirmed that none of the rest of the properties had water service and were not included on the Phase I map. The Board discussed the properties and agreed that no water or sewer service can be provided at this time.** Benjye Tuten came to the office asking about water and sewer service to his property at Cedar Island in the "circle". **We examined the maps and looked up the previous owner's files and I explained that the property never had water or sewer service and was not included for service in Phase I, but that I would discuss this with the Board. The Board examined this property as well and**

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TAYLOR COASTAL WATER & SEWER DISTRICT
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determined that no water and sewer service could be provided at this time.

- c. The Board discussed the current vacancies and discussed the costs of continuously advertising the open positions. After several ideas were put forward, the Board agreed to continue to advertise during June and July. If no suitable candidates were found, newspaper advertising would be discontinued, and local posters and the District's website would be utilized.

8. Old Business

- a. Update on Hurricane Hermine repairs expenses and Public Assistance from the Florida PA - We are at a standstill with closing Hurricane Hermine. The State is not processing any submittals from the contractors. We will continue to follow up.
- b. Update on Hurricane Michael damage/repairs - My last correspondence and phone conversation with Florida PA indicated that they have no record of us opening any case for Hurricane Michael. I explained that the contractor we were dealing with told us that because we were in the middle of Hurricane Hermine work, we needed to postpone applying for Hurricane Michael reimbursement. Dovinda from Florida PA told me that was incorrect information. I asked her what we needed to do, and she was going to "investigate". When I followed up last week, Dovinda is no longer working for Florida PA. Her replacement has not yet been hired as they are working reduced hours and days. I will continue to pursue this.
- c. Florida Rural Water Association – Asset Management Plan - Our Asset Management Plan is almost complete. We have had several visits from George Glover and have sent in the requested financial information. They may have it ready to present at our June meeting if we are able to have one.
- d. WWTP Certificate Renewal - The engineer, Mark Cadenhead has completed his site work and renewal paperwork. This is being submitted to DEP this week and the renewal payment as well as the second half of the payment to Florida Rural Water have been disbursed.
- e. Hiring WWTP trainee - Ron and Lynette prepared a job description and ad for the new hire. After review from the Board, it was decided to start advertising in June.
- f. Hiring new Board Attorney - We placed an ad in the Perry newspaper and received one response from an attorney in Naples. The Board felt that this attorney is too far away and attendance at every Board meeting is not necessary. The Board has decided to place a classified ad on the Florida Bar Association website for two weeks in June to see if any applications are received. Mike Smith helped with some of the extension paperwork for the SRF financing via email and stated he could handle minor items until we obtain the services of a new attorney. Mike also suggested that we advertise with the Florida Bar.
- g. District Policies partial review, Rules and Regulations review, County Ordinances review, District Ordinances review. Lynette suggested that we postpone these reviews, and possibly begin with the Rules and Regulations next month.

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- h. Public Hearing for Water Improvements Project – the Board decided that due to the uncertain nature of public meetings to postpone the public hearing until July if possible. This will be discussed at the June Board Meeting.
- i. Public Hearing for Additional Sewage Access Fee the Board decided that due to the uncertain nature of public meetings to postpone the public hearing until July if possible. This will be discussed at the June Board Meeting.

9. Closing Remarks Commissioners/Staff

- a. The Commissioners expressed thanks to staff and other commissioners for doing a great job. There were no other comments.

10. Motion to Adjourn

Chairman Aibejeris requested a Motion to Adjourn. Commissioner Carlton made a motion to adjourn the meeting. Commissioner Malone offered a second. The meeting adjourned at 5:07 P.M.

Board Actions:

- 1. Approval of the minutes of the February 28, 2020 regular Board Meeting
- 2. Approval of the February, March, and April 2020 Directors Reports
- 3. Approval of the February, March, and April 2020 Financial Reports

BY: Lynette Taylor Senter, Recording Secretary
Taylor Coastal Water and Sewer District

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Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Workshop Tonight

LaWanda Pemberton <LPemberton@taylorcountygov.com>
To: Ray Curtis <ray@thecurtislawfirm.com>

Wed, Mar 18, 2020 at 11:46 AM

The March workshop has been cancelled, FYI.

-----Original Message-----

From: Ray Curtis [mailto:ray@thecurtislawfirm.com]
Sent: Tuesday, February 25, 2020 10:25 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
[Quoted text hidden]



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Workshop Tonight

Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Wed, Apr 29, 2020 at 10:03 AM

To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

Hey LaWanda,

What are the chances of getting the TCWSD issue and draft ordinance amendment reset for workshop or board meeting in the near future?

Thank you!

Ray

[Quoted text hidden]



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Workshop Tonight

Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Mon, May 4, 2020 at 9:43 AM

To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

Bcc: Stephanie Weldon <stephanie@keatonbeachvacationrentals.com>

Sure...just let me know what date in May.

Thank you!

[Quoted text hidden]



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Workshop Tonight

LaWanda Pemberton <LPemberton@taylorcountygov.com>
To: "Ray Curtis (CLF)" <ray@thecurtislawfirm.com>
Fri, May 8, 2020 at 9:41 AM

I will be happy to ask.

Sent from my iPhone

On May 8, 2020, at 9:32 AM, Ray Curtis (CLF) <ray@thecurtislawfirm.com> wrote:

[Quoted text hidden]



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Workshop Tonight

LaWanda Pemberton <LPemberton@taylorcountygov.com>

Tue, May 19, 2020 at 8:06 PM

To: "Ray Curtis (CLF)" <ray@thecurtislawfirm.com>

Cc: Bishop Firm <lawbishop@fairpoint.net>

The first meeting in June should work. We will need the agenda request and materials the Wednesday prior to the meeting by 10:00 am.

Thank you,

LaWanda

Sent from my iPhone

On May 15, 2020, at 2:06 PM, Ray Curtis (CLF) <ray@thecurtislawfirm.com> wrote:

[Quoted text hidden]



Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Workshop Tonight

Ray Curtis (CLF) <ray@thecurtislawfirm.com>

Fri, May 15, 2020 at 2:06 PM

To: LaWanda Pemberton <LPemberton@taylorcountygov.com>

Bcc: Stephanie Weldon <stephanie@keatonbeachvacationrentals.com>

Hey LaWanda,

Any word on whether we can get the TCWSD issue on the agenda for a board meeting?

Thank you!

Ray

[Quoted text hidden]

TAYLOR COUNTY BOARD OF COMMISSIONERS**County Commission Agenda Item****SUBJECT/TITLE:****TAYLOR COASTAL WATER AND SEWER DISTRICT'S INABILITY TO SERVICE CERTAIN LANDOWNERS****Meeting Date:**June 1st, 2020 at 6:00 P.M.**Statement of Issue:**

Certain property owners within the Taylor Coastal Water and Sewer District ("TCWSD") are being denied connection for services due to conditions in a USDA construction loan that was obtained in order to construct the TCWSD water and sewer plant.

Recommendation: Amend Taylor County Code §66-150 to exempt property owners who are precluded from obtaining water and sewerage services from the TCWSD.

Fiscal Impact: \$ 0.00 **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Ray Curtis, Attorney for JKSW Investments, LLC

Contact: Ray Curtis
103 N. Jefferson Street
Perry, FL 32347
ray@thecurtislawfirm.com
850-584-5299

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**History, Facts & Issues:**

I represent George and Stephanie Weldon. They own JKSW Investments, LLC, which in turn owns 28 acres located at 18835 Beach Road, Perry, Florida 32348, Parcel ID number 06643-000.

They are interested in, assuming they can meet all other requirements under the law, creating a RV park at that location.

I started by speaking with the Taylor County Health Department. It advised that if TCWSD was unable to provide a hookup for the same, that JKSW should seek a "waiver" by TCWSD. Once JKSW obtained such a waiver, then JKSW could apply for sewerage and water through the governmental agencies that would otherwise be responsible for the same (i.e. Taylor County Health Department, Suwannee River Water Management District, and the Florida Department of Environmental Protection).

I appeared before the TCWSD Board on October 22nd, 2019 in order to determine if JKSW could connect such an RV park project to TCWSD, or in the alternative, if JKSW could obtain such a waiver.

At that meeting, I was advised that the TCWSD was unable to offer connectivity to such a project due in part to restrictions on their USDA loan that was utilized to construct the water and sewer treatment plant. However, I was also advised at that meeting that the TCWSD could not or would not issue a "waiver" as it had been termed by the Taylor County Health Department.

I submitted a public records request to the TCWSD and asked it to provide documents and maps that supported its assertion at the October 22nd, 2019 meeting.

TCWSD has advised that, due to restrictions on its USDA funding, it can "...only serve development that was in existence (including platted areas) at that time." *See October 30th, 2019 Email from Mary Gavin (of the Southeast Rural Community Assistance Project, Inc.) to the TCWSD Director, Lynn Senter, quoting USDA's Program Director.*

A map of the TCWSD's service area is attached hereto as "Exhibit A". Within that service area however, only a portion of the properties were on the list incorporated into the USDA loan, as those were the only ones developed and in need of services at that time.

However, since Taylor County Code §66-150 requires "...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter," certain people within the service area that can't connect to TCWSD also are prohibited from looking at options other than TCWSD.

According to TCWSD Director Lynn Senter's October 23rd, 2019 email to Mary Gavin, there are at least 20 more people, in addition to JKSW, with pending applications for water and sewer connections that have been denied for this same reason.

It would seem that if TCWSD cannot provide water and sewer services to a large portion of the property owners in their service area, then other methods of liquid waste disposal and potable water should be available to those property owners. Otherwise, the lack of the property owner to meaningfully utilize his/her/its property would likely constitute a government taking, not to mention it would cause uproar from a lot of property owners.

I reached out to the attorney (at the time – Mike Smith) for TCWSD to see if TCWSD would be willing to have a conference call or meeting with the USDA, TCWSD, and JKSW, to discuss the possibility of amending the USDA loan terms to address this dilemma.

Attorney Smith advised that he has advised TCWSD "not to become engaged with your client's endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties."

I then requested to appear before the Board of County Commissioners at its January 6th, 2020 meeting.

At that meeting, I gave a presentation, attached hereto as "Exhibit 1". At the conclusion of my presentation, there was brief discussion by the Board. The Board then directed me to meet with the County Attorney to attempt to draft an ordinance for the Board's consideration, that would amend §66-150.

On February 3rd, 2020, I met with the County Attorney at his office to review the issues and the suggestion of an ordinance amendment.

The County Attorney asked me to pull a copy of Ordinance 2005-3; then draft the body of the amendment ordinance based on 2005-3; then send to the County Attorney for review.

I obtained a copy of Ordinance 2005-3 and drafted the amending ordinance using 2005-3 as a template. Then, on February 17th, 2020, I presented a draft ordinance amendment to the County Attorney for his review, the same being attached hereto as "Exhibit 2".

On February 20th, 2020, I spoke with the County Attorney about the draft amendment ordinance. He suggested that I ask to appear before the Board at its February 25th, 2020 workshop to present the draft. Unfortunately, I was unable to appear at that workshop due to my obligations to the City of Perry as the City Attorney.

The next available workshop was scheduled for March 24th, 2020, at which I planned to present the draft ordinance amendment.

On March 18th, 2020, that workshop was cancelled due to COVID-19.

I have asked the County Administrator if it would be possible to put the matter on the Board's regular meeting agenda, since workshops are not being rescheduled at present due to the virus.

I believe the draft ordinance is ready for consideration, and would alleviate the issues faced by JKSW and similarly situated landowners in the beaches area.

Options: 1. Amend Taylor County Code §66-150.

2. Take no action.

Attachments: 1. January 6th, 2020 Presentation to the BOCC Packet

2. Draft Ordinance Amending 2005-3

TAYLOR COASTAL WATER & SEWER DISTRICT

18820 BEACH ROAD
PERRY, FLORIDA 32348
Phone/Fax: (850) 578-3043
www.tcwsd.org

MINUTES OF REGULAR COMMISSION MEETING

May 26, 2020

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2. Commissioner Steve Brown led in prayer and the pledge of allegiance to the flag.
3. There were no guests. The floor was opened for non-agendaed items – there were none.
4. Water Improvements Project – Trevor Burch – via email. The Board requested that Trevor give his report via email to reduce the number of people at the meeting. We have addressed the issues with the Engineering Report and resubmitted to USDA and SRF. We are waiting on any final comments. The Environmental Assessment report is underway and is expected to be completed in the following months. Upon approval of the Facilities Plan (aka PER, Engineering Report), Environmental Assessment, and Business Plan (the financial document you are working on), the SEARCH grant will be complete and the District will be eligible for their reimbursement. Cheryl Minsky (FDEP, SRF Manager) suggested that the District move forward with Design as soon as possible. This is required to be complete by December of 2021 and from my conversation with her is unlikely to be allowed to be extended further. It is our understanding that the CCNA guidelines are being updated in July and will allow us to provide the District with a task order for the design phase of the project under our continuing services agreement (will not require an RFQ). If it is the desire of the Board, we can bring a task order for design services to the July meeting. Otherwise, an RFQ needs to be prepared to procure engineering services for design. The Board discussed having the public meeting at our June board meeting, but the board decided that it should be postponed until perhaps the July meeting due to the uncertainties with COVID-19.
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MINUTES OF REGULAR COMMISSION MEETING
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immediately updated our computer and made sure all settings were now transferred. The total late fees for March would have been approximately \$177.00. Mrs. Lynette explained that we could not go back and reapply the late fees without restarting the whole system and reprinting the entire billing cycle. The board members understood the problem.

- c. Financial Reports – Lynette Senter**– reported that the sales including new memberships for the month of February 2020 were \$47,119.92. Expenses for the month of February 2020 were \$24,070.50. Exception expenses included \$666.00 for the Diesel Tank Insurance, \$257.96 for the Lilliot reimbursement, and \$571.35 for new trailer tires and a new water truck tire. Total Net Income for February was \$23,049.42.

Sales that included new memberships for the month of March 2020 were \$47,703.55. Expenses for the month of March 2020 were \$44,168.03. Exception expenses included \$1,120.00 for renewal of the Public Officials Liability insurance, \$1,500.48 for payment of the second half of the Workers' Compensation policy, \$2,300.00 for Postage, \$1,232.61 for final payment on the new internet equipment, \$11,463.08 for new spray field pump and repairs to fuel system at WWTP, \$2,130.00 for a sludge haul, and \$1,845.14 for water tank maintenance. Total Net Income for March 2020 was \$3,535.52.

Sales including new memberships for the month of April 2020 were \$71,702.63. Expenses for the month of March 2020 were \$21,673.60. Exception expenses included \$460.00 for mowing, and \$1,360.00 for Replacement parts for Sewer. Total Net Income for April 2020 was \$50,025.64. Chairman Aibejeris called for a motion to accept the Financial Reports as given.

Commissioner Malone made a motion to accept the Financial Reports for February 2020, March 2020 and April 2020 as presented. Commissioner Carlton offered a second. Chairman Aibejeris called for further discussion. There was none. By unanimous vote, the motion was approved.

- d. Water Audits** – We continue to experience above average water losses and after discussing this with Ron, he is going to make a concerted effort to record all non-metered water use.

e. Other Office Manager Items- Lynette Senter

- 1) Lynette explained how well the staff handled everything during the shutdown. Bills were paid, customers were taken care of, field staff performed repairs when necessary but practiced social distancing when doing so. Our voice mail message and posting on the door and website gave everyone phone numbers to call Lynette or Ron and we were able to work with our customers to help them with questions, concerns and problems. We parked behind the office building while working inside which helped us to distance. Ron and David managed their plants on a rotating schedule. Ron trimmed the crepe myrtles and waterproofed the walkways and porch. The mowing of the spray field got a little behind because Florida Rural water asked that operators not spend any more time than necessary at WWTP.

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING
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- 2) The Auditor will be here for the June meeting to present the Audit. Help with Quick Books will start as soon as she feels comfortable. We have already started working via email to get some things corrected.
- 3) Bruce Ratliff came to the office and requested an electronic copy of the maps we have for Phase I and Phase II. I copied them onto a stick and dropped them off at the Courthouse last week. **He said he was going to look at re-assessing the values for those properties which cannot get water or sewer services.**
- 4) We finished our annual Drinking Water report and will be sending it to the health department and printing a notice that is available online on the June billing cards.
- 5) We will be starting our Lead & Copper testing and reports in July.

7. **New Business**

- a. As of 11 A.M. today there are 5 cases of COVID 19 in zip code 32347 and 9 cases in zip code 32348. We have posted the door explaining that we are unable to speak with customers face to face and cannot notarize anything at this time. However, we have customers who cannot hear the speaker, or haven't brought a pen, or need to know the amount of their bill, or need to drop off a payment and are very unhappy that they cannot come into the office. We have dealt with them on a case by case basis but feel that it is not working well. We have decided to start parking behind the office again and changing the door poster saying that people must drop their payments in the drop box and if they have questions to press the buzzer. Anyone requiring more information or help must call 850-578-3043 for an appointment. If the cases continue to increase, we are going to close the office again and limit employee contact as we do not want to risk our employees, board members and the public.
- b. Request for possible future water service – Baker Jarvis, Sandy Beach, Benjye Tuten. Baker Jarvis has a property directly off Jody Morgan with water service running across the road. He is another property like the Travis Beach property that is now within the Coastal High Hazard area. Mr. Jarvis' water hookup will require that we bore under the road which will incur an additional cost. Both properties were discussed by the Board and it was agreed that when a septic tank permit is provided to the office, water service can be provided. **Sandy Beach inquired about lots at Ezell owned by George Collins and Johnny Price. Neither of these two lots were included on the Phase I plans and the board agreed that because neither property had a septic tank or past water service, they could not be provided service at this time.** Sandy Beach also inquired about a property at Ezell Beach owned by the Lynn's that is directly in front of Melvin Bowden's house and contains the road that leads to the point. That property was not platted separately at the time of the Phase I and has never had a septic tank or water service. **Again, the Board agreed that water and sewer service cannot be provided at this time. We were contacted again by Sandy Beach about the rest of the Lynn properties at Ezell Beach. I confirmed that none of the rest of the properties had water service and were not included on the Phase I map. The Board discussed the properties and agreed that no water or sewer service can be provided at this time.** Benjye Tuten came to the office asking about water and sewer service to his property at Cedar Island in the "circle". **We examined the maps and looked up the previous owner's files and I explained that the property never had water or sewer service and was not included for service in Phase I, but that I would discuss this with the Board. The Board examined this property as well and**

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING

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determined that no water and sewer service could be provided at this time.

- c. The Board discussed the current vacancies and discussed the costs of continuously advertising the open positions. After several ideas were put forward, the Board agreed to continue to advertise during June and July. If no suitable candidates were found, newspaper advertising would be discontinued, and local posters and the District's website would be utilized.

8. Old Business

- a. Update on Hurricane Hermine repairs expenses and Public Assistance from the Florida PA - We are at a standstill with closing Hurricane Hermine. The State is not processing any submittals from the contractors. We will continue to follow up.
- b. Update on Hurricane Michael damage/repairs - My last correspondence and phone conversation with Florida PA indicated that they have no record of us opening any case for Hurricane Michael. I explained that the contractor we were dealing with told us that because we were in the middle of Hurricane Hermine work, we needed to postpone applying for Hurricane Michael reimbursement. Dovinda from Florida PA told me that was incorrect information. I asked her what we needed to do, and she was going to "investigate". When I followed up last week, Dovinda is no longer working for Florida PA. Her replacement has not yet been hired as they are working reduced hours and days. I will continue to pursue this.
- c. Florida Rural Water Association – Asset Management Plan - Our Asset Management Plan is almost complete. We have had several visits from George Glover and have sent in the requested financial information. They may have it ready to present at our June meeting if we are able to have one.
- d. WWTP Certificate Renewal - The engineer, Mark Cadenhead has completed his site work and renewal paperwork. This is being submitted to DEP this week and the renewal payment as well as the second half of the payment to Florida Rural Water have been disbursed.
- e. Hiring WWTP trainee - Ron and Lynette prepared a job description and ad for the new hire. After review from the Board, it was decided to start advertising in June.
- f. Hiring new Board Attorney - We placed an ad in the Perry newspaper and received one response from an attorney in Naples. The Board felt that this attorney is too far away and attendance at every Board meeting is not necessary. The Board has decided to place a classified ad on the Florida Bar Association website for two weeks in June to see if any applications are received. Mike Smith helped with some of the extension paperwork for the SRF financing via email and stated he could handle minor items until we obtain the services of a new attorney. Mike also suggested that we advertise with the Florida Bar.
- g. District Policies partial review, Rules and Regulations review, County Ordinances review, District Ordinances review. Lynette suggested that we postpone these reviews, and possibly begin with the Rules and Regulations next month.

(Minutes are considered to be in draft form until approved by the District Board of Commissioners)

**TAYLOR COASTAL WATER & SEWER DISTRICT
MINUTES OF REGULAR COMMISSION MEETING**

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- h. Public Hearing for Water Improvements Project – the Board decided that due to the uncertain nature of public meetings to postpone the public hearing until July if possible. This will be discussed at the June Board Meeting.
- i. Public Hearing for Additional Sewage Access Fee the Board decided that due to the uncertain nature of public meetings to postpone the public hearing until July if possible. This will be discussed at the June Board Meeting.

9. **Closing Remarks Commissioners/Staff**

- a. The Commissioners expressed thanks to staff and other commissioners for doing a great job. There were no other comments.

10. **Motion to Adjourn**

Chairman Aibejeris requested a Motion to Adjourn. Commissioner Carlton made a motion to adjourn the meeting. Commissioner Malone offered a second. The meeting adjourned at 5:07 P.M.

Board Actions:

- 1. Approval of the minutes of the February 28, 2020 regular Board Meeting
- 2. Approval of the February, March, and April 2020 Directors Reports
- 3. Approval of the February, March, and April 2020 Financial Reports

BY: Lynette Taylor Senter, Recording Secretary
Taylor Coastal Water and Sewer District

Introduced: _____
Advertised: _____
First Reading: _____
Public Hearing: _____
Passage: _____
Effective Date: _____
Pages: Four (4)

ORDINANCE NO. 2020-_____

**AN ORDINANCE OF TAYLOR COUNTY,
FLORIDA; TO AMEND ORDINANCE 2005-3
(COUNTY CODE §66-150 AND §66-151),
CREATING AN EXCEPTION FROM
CONNECTING TO THE TAYLOR COASTAL
WATER AND SEWER DISTRICT; TO PROVIDE
FOR AN EFFECTIVE DATE; TO REPEAL ALL
ORDINANCES IN CONFLICT HEREWITH.**

WHEREAS, in accordance with Florida Statutes, Chapter 153.53, the Florida Legislature granted the Board of County Commissioners the power to establish water and sewer districts in unincorporated areas; and

WHEREAS, the County had previously established the same (known as the Taylor Coastal Water and Sewer District – hereinafter “TCWSD”) by passing Ordinance 2005-3 (later codified as Taylor County Code §66-150 and §66-151; and

WHEREAS, §66-150 requires “...the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter.”; and

WHEREAS, §66-151 requires “...the owner, tenant or occupant of each lot or parcel of land within the district which abuts upon a street or other public way containing a water line as a part of such water facility served or which may be served by such water facility and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such water facility, and shall cease to use any other water for

potable purposes and, further, prohibiting from allowing any of said water from a source other than the public water system from entering any potable water line or lines on said property or elsewhere.”; and

WHEREAS, The TCWSD has advised that, due to restrictions on its USDA funding, it can “...only serve development that was in existence (including platted areas) at that time.”; and

WHEREAS, that leaves certain property owner’s within the TCWSD service area that are within proximity of TCWSD infrastructure unable to connect to said TCWSD infrastructure, and thus be unable to obtain potable water or sewerage disposal; and

WHEREAS, the County wishes to amend its Code of Ordinances in order to permit such property owners a means with which to obtain potable water and sewerage disposal.

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

SECTION I. Article III, Division 2, Development Authority. – The foregoing recitals are true and correct and incorporated herein by reference.

SECTION II.

Chapter 66, Article IV, Section 66-150, shall be amended as follows (~~strikethroughs~~ represent deletions; underlines represent additions):

Section 66-150. – Connection with sewer system.

Upon the construction of sewerage facilities under the provisions of this article, so long as the district is otherwise able to provide sewerage disposal service, the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the board may fix and establish. If said owner, tenant, or occupant of each such lot or parcel of land within the district is not required by the district to connect with such sanitary sewer system, or if the district is unable to permit connection with such sanitary sewer system, then said owner, tenant, or occupant may employ such other privately maintained system as

otherwise permitted by law. This article being necessary for the welfare of the inhabitants of the district shall be liberally construed to effect the purpose thereof.

Section 66-150. – Connection with water system.

Upon the acquisition or construction of water facilities under the provisions of this act, so long as the district is otherwise able to provide potable water service, the owner, tenant or occupant of each lot or parcel of land within the district which abuts upon a street or other public way containing a water line as a part of such water facility served or which may be served by such water facility and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall, connect with such building such water facility, and shall cease to use any other water for potable purposes and, further, prohibiting from allowing any of said water from a source other than the public water system from entering any potable water line or lines on said property or elsewhere. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the board may fix and establish. If said owner, tenant, or occupant of each such lot or parcel of land within the district is not required by the district to connect with such potable water system, or if the district is unable to permit connection with such potable water system, then said owner, tenant, or occupant may employ such other privately maintained system as otherwise permitted by law. This act being necessary for the welfare of the inhabitants of the district shall be liberally construed to effect the purpose thereof.

SECTION III.

It is the intention of the Board of County Commissioners, that the provisions of this ordinance shall become and be made a party of the Taylor County Code; and that the section of this Ordinance may be renumbered or re-lettered and word “ordinance” may changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

SECTION IV.

The intent of the Board of County Commissioners is that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION V.

The Clerk shall file a certified copy of this Ordinance with the Department of State within 10 days of its adoption. This Ordinance shall take effect immediately upon its filing with the Department of State.

PASSED AND ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE, CHAIR

ATTEST: _____
ANNIE MAE MURPHY, Clerk

Steinhatchee man caught with meth, cannabis, prescription drugs:

Citizen tip leads to drug arrest

A citizen's report of a suspicious vehicle Tuesday led to the arrest of a Steinhatchee man after methamphetamine, cannabis and prescription drugs were found in the vehicle he was driving.

Justin J. McKinnon, 39, was booked at the Taylor County Jail on charges of drug possession and drug equipment possession. He posted a \$14,000 bond and



Justin J. McKinnon

was released Wednesday. Sheriff Wayne Padgett credited the arrest to local citizens alerting law enforcement to suspicious activity, and said he appreciates the continued public response to his "See Something, Say Something" initiative.

"When law enforcement partners with our citizens, we can make a difference in our county," Padgett said.

Taylor County Sheriff's Office (TCSO) Deputy Amanda Schram was dispatched to the area of 2nd Street in Steinhatchee Tuesday afternoon in reference to reports of a suspicious vehicle occupied by two white males possibly "scoping the area out."

While enroute, she observed a SUV matching the description of the vehicle leaving the area.

"By the time I caught up with the vehicle, it had turned onto 6th Avenue and stopped at a nearby residence. I exited my vehicle and approached to make contact with the two individuals."

"As I was speaking with the driver (later identified as McKinnon) and the passenger, I smelled an odor of burnt marijuana (which I have been exposed to during prior encounters as a law enforcement officer). I advised the two men of the odor and asked if they had any in the vehicle. The passenger handed McKinnon a rolled-up cigarette containing a green leafy substance which tested positive for marijuana with my department-issued reagent testing kit I asked

→ Please see page 3



Methamphetamine, prescription pills and cannabis, as well as assorted items of drug paraphernalia, were discovered during a search of a vehicle Tuesday. The driver was charged with multiple counts of possession and given a \$14,000 bond.

Schools re-open at full capacity in August

A local task force of school and community leaders will begin meeting next week to develop protocols that will allow

Taylor County schools to re-open in August.

On Thursday, Gov. Ron DeSantis unveiled a plan for a return to on-campus instruction in the upcoming

school year would be decided at the local level.

"This morning we put together a task force made up of school officials and

representatives of local groups that will work with our local health department to implement the recommendations

we have been given."

→ Please see page 12

COVID case spike tied to travel to Mexico

Taylor County's positive coronavirus (COVID-19) cases surpassed 50 cases at the Department of Health's (DOH) Thursday update and included an additional two hospitalizations.

At 51 positive cases and five total hospitalizations,

Taylor County's infection rate of those tested is 4.4%, and the hospitalization rate is 10%.

The most significant increase in positive cases was reflected in the Florida Department of Health's (DOH) Saturday,

June 6, update, with an unprecedented increase of 15 new cases in a single day.

"The weekend spike occurred in a situation of congregating living arrangements. Like a long-term care facility, we tend

to see rapid spread in these instances due to the inability to social distance," DOH-Taylor Public Information Officer Martine Young said.

While only one of the 51 confirmed coronavirus cases was not a Florida resident, nine of the recent

positive cases reported traveling to Mexico.

Taylor County confirmed its first and only Hispanic case on June 4. An additional 13 individuals that tested positive over the week identified as Hispanic.

"Current data does suggest a disproportionate burden of illness and death among racial and ethnic minority groups, however, infection rate data is still emerging," Young said.

→ Please see page 3

Coastal property owners caught in sewer Catch-22

A number of Taylor County coastal property owners are apparently caught in a real-life "Catch 22" which has resulted in them being

unable to secure sewer service for their properties.

The Taylor County Commission addressed the issue at its June 1 meeting at the request of local attorney

Ray Curtis, but ultimately voted to take no action.

Due to coronavirus (COVID-19) restrictions,

→ Please see page 2

'Adopt-a-Cop' launched



"I heard the voice of the Lord saying 'Whom shall I send, and who shall go for us?' And I said, 'Here I am, Lord. Send me.'"

—Isaiah 6:8

In response to widespread verbal and physical attacks on law enforcement in the wake of the officer-involved death of a Minneapolis, Minn., man, Taylor County residents are stepping up to show their support for local officers through an "Adopt

a Cop" campaign launched by Laurie Santerfer Rice of Perry.

The campaign was created in an effort to show support for local law enforcement agencies, including: police officers, sheriff's deputies, highway patrol troopers and corrections officers.

"I see so much hate about cops because of what a couple of bad ones did,"

→ Please see page 3

CANDIDATE COVERAGE

Dr. Danny Glover Jr.
for Superintendent of Schools

Glover seeks 2nd term

Incumbent Dr. Danny Glover Jr. has announced his candidacy for a second term as Taylor County's Superintendent of Schools.

A fourth-generation resident of Taylor County, Glover is a graduate of Taylor County High School, an active member of Cornerstone Community Church and the parent of three children who all attend

Taylor County schools.

"I wholeheartedly believe that the children of Taylor County are the key to ensuring our community achieves sustainability and progress. By ensuring that our children have educational opportunities that prepare them for college and careers, we are providing them with tools that will better their futures and the future of

Taylor County," Glover said.

"When I took office during my first term, my platform was to 'Elevate Taylor.' With this mantra, I wanted to make the Taylor County School District something the residents of our county could be proud of," he said.

"That is exactly what we have accomplished, with

→ Please see page 2

Perry News-Herald

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Weather

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88° 73° 70%	86° 70° 60%	88° 69° 50%

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All persons over 18 will be required to submit to a drug test and may be subject to a security background check. For more information you can contact Lashinda Pemberton, County Administrator at 850-838-3506 Ext. 4. Applications will be available at the Taylor County Administrative Complex located at 201 E. Green Street, Perry, Florida or on the County website at www.taylorcountygov.com.

Deadline to submit an application for consideration is July 10, 2020.

USDA loan agreement restricts new hook-ups

CATCH-22

Continued from page 1

Curtis spoke via conference call to the commissioners on behalf of his clients, who own JKSW Investments, LLC, which in turn owns 23 acres on Beach Road. They are seeking to develop into an RV park.

According to Curtis, the issue at hand arose due to two apparently conflicting rules — one caused by the county commission itself and the other from the U.S. Department of Agriculture (USDA).

First, county ordinances state that landowners whose property is within the boundaries of Taylor Coastal Water and Sewer District (TCWSD) and who receives water service from the district and has

a privately-maintained system to which abuts upon a street or other public way containing a sanitary sewer must connect to the TCWSD system and "shall cease any other method for disposal of sewage waste."

Second, due to agreements signed by TCWSD when it secured USDA loans to fund its sewer system more than a decade ago, the district can only serve "development that was in existence (including planned areas)" at the time the agreement was signed.

For a small number of properties — the exact number is unclear to both Curtis and TCWSD — the apparent conflict is due to the fact that while they are within TCWSD's borders and close enough to an existing sewer line to trigger

the county ordinance, they were not part of the service map included in the USDA agreement and therefore cannot receive sewer service from the district.

At the June 1 meeting, Curtis requested the commission consider amending its ordinance to allow property owners who fall into the middle of the conflicting mandates to seek alternative solutions for their sewage needs, including a private sewer system or a septic system.

Curtis first brought the issue to the commission's attention in January, noting that he had attended a TCWSD meeting in October in an effort to find a solution.

"It would seem that if TCWSD cannot provide water and sewer services to a large portion of the property owners in their service area, then other methods of liquid waste disposal should be available to those property owners," Curtis told the commission in a memorandum prior to the June 1 meeting.

Otherwise, the [landlord] of the property owner is essentially being forced to construct a septic system, which is not a desirable option for many property owners, not to mention it would cause a problem for a

lot of property owners."

"I reached out to the attorney for TCWSD (at that time, Mike Smith) to see if TCWSD would be willing to have a conference call or meeting with the USDA, TCWSD and JKSW to discuss the possibility of amending the USDA loan terms to address this dilemma," Curtis' memo continued. "Attorney Smith advised that he has advised TCWSD not to become engaged with your client's endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties."

At the Jan. 6 commission meeting, following a lengthy discussion between the board and Curtis, as well as representatives from TCWSD, the commission requested Curtis meet with County Attorney Conrad Hishop to consider possible solutions to the issue.

According to Curtis, he drafted the proposed amendment to the county ordinance in question and was prepared to discuss it with commissioners at a March 24 workshop. However, the workshop, and all subsequent workshops, were canceled due to the ongoing coronavirus outbreak.

After Curtis outlined his proposal to the commission at its June 1 meeting, the board opened the meeting to public comment (via conference call), but no one requested to speak.

"I think we need to give them a way to use their property," Commissioner Thomas Denny said.

Commissioner Sean Murphy questioned whether Curtis' clients were "putting the cart before the horse" by approaching the commission prior to seeking "permission" from the Savannah River Water Management District and other relevant agencies.

Curtis responded that they were approaching the commission first because even if his clients received the necessary permits, they could not implement any of these plans due to the restriction in the county ordinance limiting them to use TCWSD sewer services.

Commission Chair Pam Feagle said the county had received a letter from the TCWSD board, which she read aloud. In the letter, the board said they were "very concerned" about the proposed amendment to the county ordinance.

"The Taylor Coastal Water and Sewer District was created to eliminate

septic tanks from the Coastal High Hazard Area," the letter said. "By granting a request for optional sewage disposal methods, the Taylor County Board of County Commissioners are negating their original mandate."

As soon as Feagle finished reading the letter, Murphy made a motion to take no action on Curtis' proposal. Commissioner Malcolm Page seconded.

Commissioner Jim Moody stated he felt that if the commission approved the proposed amendment, it "would open a can of worms" and impact TCWSD's sewage capacity. "It's a no-brainer to me," he said of his opposition to the proposal. "I'd be a mess."


Curtis asked for a chance to respond, stating that if the board approved his suggested amendment, it would not affect the district's capacity because the affected property owners would be able to seek alternative sewer options.

Curtis was still speaking when Page called for a "motion," which requires an immediate vote on the motion on the floor.

Murphy's motion passed unanimously.

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Glover: 'I will continue to act with integrity and put the needs of every student above all else'

GLOVER
Continued from page 1

the help of the amazing staff we have working for the school district. We received the first-ever 'A' rating through the Florida School District Grading System.

The progress our schools were able to make were a direct reflection of the leadership of our site-based administrators, the rigor of instruction implemented by our teachers and the support of our non-instructional staff in the daily operations and instruction of our school sites, as well as the hard work of our students, parents and guardians," Glover said.

"I agree that improvement and progress can always be made within any organization. I firmly believe that change cannot be made overnight."

"However, over the last four years, the employees

of the Taylor County School District have worked diligently to make the district better, as evidenced by the overall district 'A' grade during the last school grading cycle.

"I would like to point out a few highlights we have been able to accomplish during my first term as your superintendent."

• "Over the last four years, not only have we made academic progress as a district, we have also implemented policy that has ensured financial stability for our district and promoted local preference for our community businesses."

• "Over the past four years, we have increased the Taylor County School District's fund balance from approximately three percent to above eight percent through the passing of the Taylor County Fund Balance Policy."

• "The district also implemented a Local Preference Policy, which gives preference to local businesses when bidding on school district contracts. It is important for us as a district to keep local tax dollars in Taylor County, by working with local businesses to provide goods and services to our school district. This is the way we can promote business and revenue in Taylor County."

"During my first term,

we also completed the construction of the newly-built Taylor County Primary School, which serves children from birth through second grade.

"Additionally, we extended the hours available to students ages birth to Pre-K in order to provide more opportunities for families, without increasing the cost of our Pre-K programs."

"Through much collaboration, we have also been able to bring programs such as agriculture and Future Farmers of America to the middle school and high school. As a former member of 4-H, I know the value of these programs and opportunities within our curriculum."

"We have also been able to implement behavior and remediation programs through the incorporation of the Taylor Accelerated School and the K-5 Children Achieving Many Positive Skills Program," he said.

"Together with local churches we were able to implement a faith-based mentoring program within our schools, which has given students opportunities to learn important life skills from active community members," Glover noted.

"I have had the opportunity to represent Taylor County at the state level as well. I spent many hours lobbying Florida

state legislators to add Steinhatchee Elementary School to the Isolated School Bill List, which provides additional funding to ensure rural community schools have the necessary resources and funding to contribute to operating cost, thus providing the district with a means for keeping Steinhatchee Elementary School fully operational."

"I have represented Taylor County at the state level and have been recognized by some of the top lobbyists in education for my commitment to Taylor County, while lobbying for equity in school grades for Big Bend Technical College and Taylor County High School," he said.

"Four years ago, when I was elected as the superintendent of Taylor County School District, I willingly accepted the responsibility of ensuring the physical, emotional and educational needs of Taylor County's students would be met."

"At the end of the day, my primary concern is focused on the sustainability of Taylor County and the wellbeing of Taylor County's students."

"Providing for our students' emotional and physical security, while ensuring we have qualified individuals with the ability to prepare them through a rigorous academic experience, which will prepare them to be successful in the 21st Century workforce is my number one focus as your superintendent."

"I will not protest to everyone that I have all the answers, or that I have made decisions that were pleasing to everyone. I will promise that when given the opportunity to serve again, I will continue to act with integrity, lead with compassion, continue to maintain an open door policy for all residents, and put the needs of every student above all else. I hope that the residents of Taylor County will allow me the opportunity to continue leading our school district in the right direction," Glover concluded.



ATTENTION

The Local Coordinating Board (LCB) for the Transportation Disadvantaged will hold their

Quarterly Meeting

Thursday, June 18, 2020
at 1:00 p.m.

In the Taylor County Board of Commissioners meeting room located at
201 E. Green Street, Perry, FL

IN AN EFFORT TO PROTECT THE PUBLIC AND THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, A CONFERENCE LINE HAS BEEN SET UP TO ACCOMMODATE COMMUNITY ACCESS TO THE MEETING.
CONFERENCE LINE: 1-877-300-1022
ACCESS CODE: 325478

All members of the public are invited to call in on the conference line.

For additional information please contact
Jami Evans at 850-838-3553

*One or more Taylor County Board of Commissioners may be present.

Give Sewer and Water to Everyone at Keaton Beach!!!

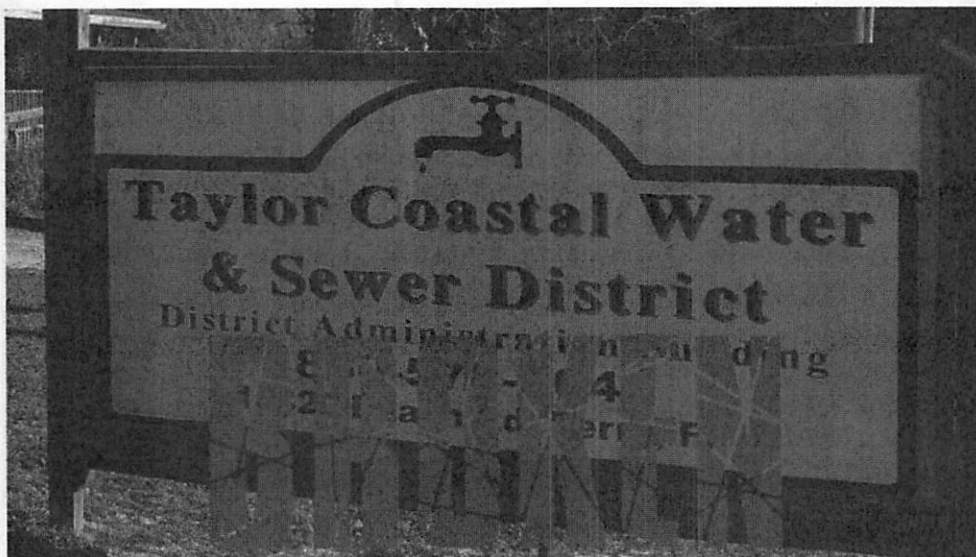
Share your petition
Successful petition starters share their petition about 12 times. Try to share on as many different platforms as you can, and be sure to ask others to sign and share your petition to build momentum!

<https://chng.it/dK0NcxpD> [Copy](#)

[Edit your link to make it easier to share](#)

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[WhatsApp](#)



Ray Curtis (CLF) started this petition to Taylor County Board of County Commissioners

The Taylor Coastal Water & Sewer District ("TCWSD") will not permit landowners to access water or sewer unless a landowner's property was included in the original loan documents used to borrow the money to build the water and sewer plant. For a large number of landowners in the Keaton Beach area, they are now finding out that the district will not allow them to connect. And, since the County Code requires a landowner to connect to the water and sewer district, landowners have no other legal way to get water or to dispose of sewer.

THAT'S RIGHT; PEOPLE LIKE YOU BOUGHT PROPERTY NEAR KEATON BEACH, HAVING NO IDEA THAT WHEN THEY FINALLY GOT THE MONEY TOGETHER TO BUILD, THEY WOULD BE FORCED TO BREAK THE LAW JUST TO SHOWER OR FLUSH A TOILET!!!

And don't be fooled. Rumor has it that the water and sewer district is near capacity. But, TCWSD'S own July 2018 capacity report to the Department of Environmental Protection states that "since February 2006, the maximum percent capacity... has not exceeded 50% for any given month", with 2017 showing 41% capacity. TCWSD has refused to cooperate in even attempting to have its loan modified so that the rest of Keaton Beach can be allowed to connect (12/18/19 email from the TCWSD attorney: "I have advised the district not to become engaged with your..." "...endeavor to seek an amendment to the District's contractual obligations to the USDA and other parties.") Is it a coincidence that if TCWSD reaches 50% capacity, they will have to submit monthly reports to the Department of Environmental Protection???

So why has this only now become an issue? You're right...TCWSD has issued connections in violation of the very same original loan documents for years. Why change now? In October of 2019, a landowner came to them wanting a connection for a small RV Park on the Beach Road, right across the street from TCWSD (like the one owned by the Chairperson of the TCWSD Board, except NOT on the Gulf). And just like that, TCWSD began enforcing the original loan documents. Now they have no choice but to enforce them with everyone.

The good news is that the Taylor County Board of County Commissioners, with one simple vote, can amend its code, allowing landowners to bypass TCWSD if they are turned down for a connection. But they need your support!

WE, THE VOTERS AND TAXPAYERS, DEMAND THE RIGHT TO ACCESS WATER AND SEWER!!! WE WANT TCWSD TO RENEGOTIATE THEIR LOAN; AND WE WANT TO BE ABLE TO BYPASS TCWSD UNTIL THEY DO!!! OR, WE WANT OUR PROPERTY TAXES CUT BY 90%. TCWSD HAS THE CAPACITY TO SERVE ALL OF KEATON BEACH, BUT REFUSES!!! UNACCEPTABLE!!! **PLEASE DO THE RIGHT THING AND VOTE TO AMEND THE COUNTY CODE.**

Petition Signers Heat Map



TAYLOR COASTAL WATER & SEWER DISTRICT
18820 BEACH ROAD
PERRY, FL 32348

Phone/Fax: (850) 578-3043

www.tcwsd.org

tcwsd@fairpoint.net

July 25, 2018

Via email at Katie.L.Ates@dep.state.fl.us and US Mail

Department of Environmental Protection Northwest District Office
Attn: Katie Ates, Wastewater Permitting
160 W. Government Street, Suite 308
Pensacola, Florida 32502

RE: Taylor Coastal Water and Sewer District WWTP
Permit No.: FLA325864-004

Dear Katie,

Per our permit requirement V.B.1., an updated capacity analysis report is due to the Department by December 11, 2018, unless the percent capacity of the WWTF does not exceed 50% for three consecutive months. Since February 2006, the maximum percent capacity (TMADF/Permitted Capacity x 100) has not exceeded 50% for any given month. Below is a summary of WWTP flows:

Year	Flow (MGD)			
	Annual Average	Max Month Average Day	Max 3-Month Average Day	Max % Capacity (TMADF/0.080 MGD)
2006*	0.017	0.029	0.023	29%
2007	0.016	0.027	0.024	30%
2008	0.017	0.032	0.025	31%
2009	0.017	0.030	0.022	28%
2010	0.018	0.031	0.026	33%
2011	0.023	0.040	0.033	41%
2012	0.025	0.040	0.033	41%
2013	0.026	0.050	0.037	46%
2014	0.026	0.030	0.030	38%
2015	0.023	0.040	0.033	41%
2016	0.025	0.040	0.037	46%
2017	0.024	0.040	0.033	41%
2018*	0.025	0.030	0.030	38%
MAX:	0.026	0.050	0.037	46%

*2006 represents data beginning in February

*2018 represents data through June

In accordance with the operating permit, the District would like to request that the Capacity Analysis Report requirement be waived on the basis of WWTP flows remaining below 50% capacity. If any further information is required to process this request, please let us know. We greatly appreciate your assistance.

Sincerely,

Lynette Taylor Senter, Board Secretary
Taylor Coastal Water and Sewer District

cc: Mr. Trevor Burch, P.E., Project Manager, Dewberry (via email at tburch@dewberry.com)


Sec. 66-150. - Connection with sewer system.

Upon the construction of sewerage facilities under the provisions of this article, the owner, tenant or occupant of each lot or parcel of land within the district which receives water service from the district and has a privately maintained system or which abuts upon a street or other public way containing a sanitary sewer as a part of such sewerage facility or a sanitary sewer served or which may be served by such sewerage commercial or industrial use, shall, connect with such building such sanitary sewer, and shall cease to use any other method for the disposal of sewage wastes or other polluting matter. All such connections shall be made in accordance with rules and regulations and may provide for a charge for making any such connection in such reasonable amount as the board may fix and establish. This article being necessary for the welfare of the inhabitants of the district shall be liberally construed to effect the purpose thereof.

(Ord. No. 2005-3, § 10, 4-19-2005)

Sec. 70-2. - Discretionary sales surtax.

- (a) The board of county commissioners levies, for a period not to exceed 30 years, beginning at midnight January 1, 2000, and subject to earlier termination in accordance with the terms of this section, a \$0.01 discretionary sales surtax as authorized by F.S. § 212.055(3).
- (b) The proceeds of the discretionary sales surtax shall be used solely for the purchase of land, equipment and construction of a hospital and services relating thereto, and for no other purpose whatsoever, but the surplus of the tax referenced in Ordinance No. 2000-4 shall be used for the building and construction of roads.
- (c) In accordance with the interlocal agreements executed on August 2, 1999, by and between the board of county commissioners and the City of Perry, 100 percent of the proceeds from the discretionary sales surtax shall be applied to the satisfaction of the debt obligations related to the hospital project.
- (d) This discretionary sales surtax shall apply to all purchases of tangible personal property up to and including \$5,000.00 of value for each item purchased.
- (e) At such time as all costs of the purchase of land, equipment and construction of a new hospital and services relating thereto are satisfied, the discretionary sales surtax shall be repealed effective the first day of the next succeeding month following the adoption by the board of county commissioners of its resolution acknowledging full payment for all costs of the purchase of land, equipment and construction of a new hospital and services relating thereto. The board of county commissioners shall adopt such a resolution at its next regular meeting following the full payment of all such costs. The repeal shall be effective December 31 following the board of county commissioners' adoption and notification to the department of revenue of its resolution in compliance with F.S. § 212.054(7).

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
	SUBJECT/TITLE: Budget Amendment for Sheriff's Office for Emergency Management Salaries – Reimbursed by the State Grants
MEETING DATE REQUESTED: August 3 rd , 2020	

Statement of Issue: Request that the SO be allowed to keep reimbursement amounts from 10/1-6/30/20 in the amount of \$150,324.48

EMPA & EMPG Grants for Emergency Management

Recommended Action:

Fiscal Impact:

Budgeted Expense:

Submitted By: Sheriff Wayne Padgett

Contact: Chief Deputy Marty Tompkins

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

NOTE: We have been funding the payroll to pay salaries for Emergency Management out of the SO operating budget through ADP payroll leasing. The amendment would be to reimburse the Sheriff's Office for their salaries.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Dual Tax Roll Certification



MEETING DATE REQUESTED: August 3, 2020

Statement of Issue: To approve a procedural action to allow the Taylor County Tax Collectors Office to acquire the tax roll before the VAB has its final meeting.

Recommended Action: To approve

Fiscal Impact: see attached

Budgeted Expense: N/A

Submitted By: Mark Wiggins, Taylor County Tax Collector

Contact: 850-838-3580

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: N/A

Options: N/A

Attachments: see attached

07/22/2020

To: The Taylor County Board of County Commissioners

RE: Resolution providing for extension of the 2020 tax roll pursuant to section 197.323

This office has discussed with the Property Appraiser's office the likelihood that, because of recent statutory changes, completion of the Value Adjustment Board (VAB) hearings for the 2020 tax year will delay the issuance of tax notices beyond November 1. The legislature has made significant changes to the VAB hearing process. Perhaps the most significant change has been to the notice of the VAB hearing that the clerk's office is required to provide petitioners. For many years, petitioners were entitled to receive notice at least 10 days prior to the scheduled hearing. That time period has been extended in five-day increments until now petitioners must receive notice of the hearing at least 25 days prior to the hearing date. See 194.032(2), Florida Statutes. The petitioners also are entitled to have their hearing date rescheduled. As a result, the VAB hearings are beginning later and taking longer to conclude.

There is a statutory process whereby the county commission can authorize the VAB and the property appraiser to make a first certification and extension of the 2020 tax rolls prior to completion of the VAB hearings so that tax notices can be timely issued by November 1. Section 197.323(1), Florida Statutes, provides that:

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

The Tax Collector hereby requests the Board of County Commissioners to authorize and direct the VAB and the Property Appraiser to certify and extend the 2020 tax rolls prior to completion of the VAB hearings pursuant to section 197.323. The final tax rolls will be recertified following the conclusion of the VAB hearings in accordance with section 193.122, Florida Statutes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Wiggins', with a stylized flourish at the end.

Mark Wiggins
Taylor County Tax Collector

RESOLUTION No. _____

**A RESOLUTION OF TAYLOR COUNTY, FLORIDA,
PROVIDING FOR THE EXTENSION OF THE 2020
ASSESSMENT ROLLS PURSUANT TO SECTIONS
197.323 AND 193.122, FLORIDA STATUTES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

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

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

WHEREAS, The completion of the Taylor County Value Adjustment Board hearings for the 2020 tax year will delay issuance of tax notices beyond November 1; and

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

NOW THEREFORE, BE IT RESOVED THAT pursuant to the provisions of section 197.323, Florida Statutes, and section 193.122, Florida Statutes, the Board of County Commissioners, by majority vote, orders the 2020 assessment rolls to be extended prior to the completion of the Value Adjustment Board hearings and again after conclusion of all hearings.

DULY PASSED AND ADOPTED by the Taylor County Board of County Commissioners this ____ day of _____, 2020.

ATTEST:

Taylor County BCC:

Annie Mae Murphy
Taylor County Clerk of Court

Pam Feagle
Chairman

DULY PASSED AND ADOPTED by the Taylor County Board of County Commissioners this ____ day of _____, 2020.

ATTEST:

Taylor County BCC:

Annie Mae Murphy
Taylor County Clerk of Court

Pam Feagle
Chairman

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF THE TAYLOR COUNTY FEMA NON-CONGREGATE SHELTERING REQUEST REASSESSMENT LETTER. THE CURRENT 30 DAY EXTENSION WILL EXPIRE AUGUST 9, 2020.

Meeting Date:

AUGUST 3, 2020

Statement of Issue:

THE BOARD TO CONSIDER APPROVAL OF THE FEMA NON-CONGREGATE SHELTERING REQUEST 30 DAY REASSESSMENT.

Recommendation: APPROVE

Fiscal Impact: \$ N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: KRISTY ANDERSON, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: IN ACCORDANCE WITH SECTION 502 OF THE ROBERT T. STAFFORD DISASTER AND RELIEF EMERGENCY ASSISTANCE ACT, ELIGIBLE EMERGENCY PROTECTIVE MEASURES TAKEN TO RESPOND TO THE COVID-19 EMERGENCY AT THE DIRECTION OF GUIDANCE OF STATE, LOCAL, TRIBAL, AND TERRITORIAL HEALTH OFFICIALS MAY BE REIMBURSED UNDER CATEGORY B OF FEMA'S PUBLIC ASSISTANCE PROGRAM.

Options: 1. APPROVE

2. NOT APPROVE

Attachments: 1. TAYLOR COUNTY NON-CONGREGATE SHELTERING REASSESSMENT REQUEST LETTER

MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

August 3, 2020

Ms. Gracia B. Szczech
Region IV Administrator
Federal Emergency Management Agency
3003 Chamblee-Tucker Road
Atlanta, Georgia 30341

RE: Reimbursement for Non-Congregate Sheltering
Disaster: DR-4486-FL, Florida Covid-19 Pandemic
Subrecipient: Taylor County
FIPS: 123-99123-00

Subsequent to President Trump's March 13, 2020, Nationwide Emergency Declaration for Coronavirus Disease 2019 (COVID-19)/President Trump's approval of Major Disaster DR-4486-FL and the recognition that the extension of non-congregate sheltering may be necessary to save lives and protect health and safety during this Public Health Emergency, Taylor County requests approval for reimbursement of costs associated with non-congregate sheltering for DR-4486-FL, Florida Covid-19 Pandemic.

Taylor County requests an extension of FEMA's approval letter of June 10, 2020 for non-congregate sheltering. Since FEMA's approval, we have housed zero of individuals in non-congregate sheltering at an estimate costs of \$0, and are seeking additional time for reimbursement under Public Assistance category B – Emergency Protective Measures to continue taking measures to protect public health and safety. This request is being made to ensure public health and safety for both the individuals who are in non-congregate sheltering and to stop the spread of COVID-19.

Background:

When we were first approved for non-congregate sheltering, we had 47 people infected with COVID-19 and 0 number of fatalities as a result. The need for individuals who were in need at that time was 0. As of July 27, 2020, we have 272 number of people infected with COVID-19 and 3 fatalities as a result.

As provided in our original request we explored options such as college dorms, rental properties and hotels and found that our most effective and cost-effective option was hotels. We have reassessed and continue to utilize the current plan in place but for additional time.

The State of Florida Executive Order Number 20-83 is still in place as of March 24, 2020. We continue to work with our local Health Official to provide non-congregate sheltering to the individuals approved as a life saving measure and to stop the spread of COVID-19. Attached are the pertinent letters and Executive Orders.

As approved in FEMA's approval of June 10, 2020, we request continued approval of the following individuals:

Healthcare workers, first responders, and local populations for isolation due to COVID-19 status. This includes non-hospital, admitted, suspected, or recovered COVID-19 patients. The County would also like to include the general population as part of the approved target population.

Cost Analysis:

Pursuant to the Public Assistance Program and Policy Guide (PAPPG), Chapter 2: VI.B.10.b *Sheltering*, Taylor County finds that non-congregate sheltering with hotels is the best available option for meeting the urgent public health needs of Covid-19 and to protect health and safety in the community.

Conclusion:

Taylor County actively chose non-congregate sheltering to address the immediate public health and safety needs of individuals that were in need of isolation. Taylor County conducted assessments to review best alternative possibilities. But due to lack of housing, hoteling for the affected population is ultimately the best way forward to preserve the health and safety of the community.

We confirm our review of the Regional Administrator's Memo re: Non-Congregate Sheltering Delegation of Authority and accept all criteria. Specifically, Taylor County confirms that funding to support non-congregate sheltering has not been received by any other federal agency. Taylor County will follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in contracts. All applicable Environmental and Historic Preservation laws, regulations, and executive orders apply and will be adhered to as a condition of assistance.

Thank you for your consideration of this request under Public Assistance Emergency Protective Measures.


If you have any questions, please contact Kristy Anderson at 850-838-3575 or Kristy.anderson@taylorsheriff.org.

Sincerely,

Pam Feagle
Chair
Taylor County Board of County Commissioners

Attachments:

1. State of Florida Office of the Governor Executive Order #20-83
2. State of Florida Department of Health Public Health Advisory
3. State of Florida Department of Health Declaration of Public Health Emergency

TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item	
SUBJECT/TITLE: 	THE BOARD TO CONSIDER EXECUTION OF LEASE AGREEMENT WITH FOUR RIVERS LAND AND TIMBER COMPANY LLC, FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR.
Meeting Date:	August 3, 2020

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT WITH FOUR RIVERS LAND AND TIMBER COMPANY LLC, FOR TEMPORARY DISPOSAL STAGING AND REDUCTION SITES.

Recommendation: APPROVE

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

Submitted By: KRISTY ANDERSON, EM DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Due to the potential of having large quantities of vegetative debris after a natural disaster, it is prudent for the county to have temporary disposal staging and reduction sites available throughout the county. As the largest private landowner Four Rivers Land and Timber Company has agreed to enter into a license agreement with the county for three sites for this use. The cost to lease these parcels is \$10 per acre per month for actual use. This is a potential reimbursable expense by FEMA.

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

- Attachments:**
- 1. LEASE AGREEMENT TO INCLUDE "EXHIBIT A" IDENTIFYING THREE SITES

**STORM AND EMERGENCY DEBRIS
MANAGEMENT FACILITY LICENSE AGREEMENT**

THIS STORM AND EMERGENCY DEBRIS MANAGEMENT FACILITY AGREEMENT ("Agreement") is made and entered into this ____ day of August, 2020 ("Effective Date"), by and between FOUR RIVERS LAND & TIMBER COMPANY LLC, a Delaware limited liability company, whose address is 1700 Foley Lane, Perry, Florida 32347 ("Four Rivers"), and TAYLOR COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 620, Perry, Florida 32347 ("County").

WITNESSETH:

WHEREAS, there is a possibility that the County may experience severe storms and the resulting damage and destruction brought about by such storms;

WHEREAS, the public health and safety of all citizens may be at risk without adequate debris removal services and storage management facilities;

WHEREAS, immediate recovery of the County is a major concern and a primary priority in the event of any storm or disaster and it is in the public interest to provide for expedient removal and storage of storm debris within the County's jurisdictional limits;

WHEREAS, the availability of real property locations to serve as storm debris facilities may be severely limited if the County awaits the occurrence of an actual emergency to retain the use of such property;

WHEREAS, Four Rivers is the fee simple owner of appropriate property locations in the Tennille, Beaches, and Econfina areas;

WHEREAS, the County desires and Four Rivers has agreed to provide the use of such properties in accordance with the terms and conditions as set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Four Rivers and the County hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and by reference are incorporated into this Agreement.

2. **License Areas**. The County shall have the right to use up to three (3) areas, each containing up to 50 acres, in accordance with the terms of this Agreement (collectively, the "License Areas"). The exact location of the License Areas shall be determined after a full scale activation of the County's Emergency Operations Center ("EOC"), and notification by the County to Four Rivers of the need for use of the License Areas; however, the License Areas shall be located within the real property more particularly described in **Exhibit "A"**, attached hereto (the

"Property"). The exact locations of the License Areas shall be determined by Four Rivers within one (1) week after receiving said notification from the County.

3. **Term; Restoration.** The term ("Term") of this Agreement will commence on the date hereof ("Commencement Date") and will expire on **March 31, 2023** ("Termination Date"). As to License Areas utilized by the County, unless directed otherwise by Four Rivers, in Four Rivers' sole discretion, the County agrees to remove all debris prior to the Termination Date (unless Four Rivers and the County mutually agree to an extension of the term of this Agreement as to a License Area utilized by the County), and restore the License Areas to a safe, clean and stable condition. The County agrees to peaceably surrender the License Areas to Four Rivers on or prior to the Termination Date (unless Four Rivers and the County mutually agree to an extension of the term of this Agreement as to a License Area utilized by the County). Prior to the Termination Date or earlier completion of use of a License Area, to ensure that all non-vegetative debris and as much vegetative debris as possible is removed from the License Area, the County shall, at a minimum, root rake and harrow the License Area.

4. **Payment.** The County shall pay to Four Rivers \$10.00 per acre per month for any actual use of the License Areas during the term of this Agreement. The County shall also reimburse Four Rivers for the value of all timber lost or destroyed as a result of the County's use of the License Areas.

5. **Grant.** Four Rivers hereby grants to the County an irrevocable license for ingress and egress of persons, motor vehicles and other mechanisms for transporting storm-generated vegetative debris ("Debris"), and to occupy and use the License Areas for storage and removal of Debris following severe weather events (the "Approved Use"). The County shall have an immediate right to use the License Areas for the Approved Use upon a full scale activation of the EOC, subject to Four Rivers determining the exact locations of the License Areas in accordance with Paragraph 2. The County shall immediately notify Four Rivers at the notice telephone and fax numbers provided below upon activation of the EOC.

6. **Use Restrictions.** The County shall use the License Areas only for the Approved Use. The County understands and agrees that the use of the License Areas is subordinate to Four Rivers' rights and interests in and to the License Areas and agrees to notify its employees, agents and contractors accordingly. The County shall use best efforts during its use of the License Areas to avoid interference with Four Rivers' use of the Property. The County shall not at any time allow the general public to enter upon all or any portion of the License Areas for any reason. Four Rivers agrees that the County shall be permitted to place upon the License Areas any improvements usually incidental to the use of the License Areas for the Approved Use, but no permanent buildings or other non-moveable improvements shall be made without Four Rivers' written consent. The County shall not use nor permit the use of dynamite or other explosives within the License Areas. The County may alter or permit the alteration of the existing grade of a License Area's terrain to render it suitable for Approved Uses. The County shall promptly provide Four Rivers with copies of any reports, surveys, analyses, or investigations prepared by or for the County in connection with the County's use of the License Areas. No invasive plant species shall be allowed to be brought on to any License Area, and if an invasive plant specie is discovered on a License Area the County shall immediately take action to eradicate the invasive plant specie.

The County's obligation to eradicate invasive plant species on the License Areas shall survive the Termination Date for a period of two (2) years.

7. **Compliance with Law.** In connection with its use of the License Areas, the County shall comply with all federal, state and local laws, ordinances, rules and regulations, including, without limitation, all environmental and land use laws, ordinances, rules and regulations. The County shall be responsible for obtaining and maintaining all required environmental permits, and City, County, State or Federal licenses and permits required for the Approved Use upon the License Areas. The County shall not make or suffer any unlawful, improper or offensive use of the License Areas or any use of occupancy thereof contrary to the laws of the State of Florida or to the ordinances of the County in which the License Areas are located. If Four Rivers notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately cease operations until such time as Four Rivers and the public authority having jurisdiction determines that the condition has been remedied.

8. **Environmental Remediation.** The County shall not use or cause any substances deemed to be hazardous or toxic pursuant to any federal, state or local law, ordinance or regulation regarding health, safety or the environment ("Hazardous Substances") to be brought on to the Property or the License Areas. If Four Rivers notifies the County that any activities conducted pursuant to this Agreement are in breach of this paragraph or would cause a hazardous or unsafe condition to persons or property, the County shall immediately remove the Hazardous Substance and the County shall immediately cease operations until such time as Four Rivers and the public authority having jurisdiction determines that the condition has been remedied. The County agrees that if it violates the terms of this paragraph, then upon notification by Four Rivers, the County shall, within seventy-two (72) hours, at its sole cost and expense, commence to correct such condition or situation; provided however that Four Rivers retains the right to enter upon the License Areas and correct any such condition or situation at any time and the County hereby agrees to indemnify and hold harmless Four Rivers from all loss, damage or injury resulting from Licensee's failure to comply with the provisions of this paragraph. Upon the termination of this Agreement, the County, at its expense, shall undertake such investigations, site monitoring, containment, cleanup, removal, restoration and other remedial work necessary or required under applicable laws to assure that the Property is not contaminated by the presence of any hazardous Substances requiring containment or remediation under applicable laws. The County shall have no obligation to remediate environmental conditions existing prior to the Commencement Date.

9. **Indemnification.** To the extent allowed under applicable laws, the County hereby agrees to indemnify, defend and hold harmless Four Rivers, from and against all loss and liability of every kind whatsoever, known or unknown, including, without limitation, attorneys' and legal assistants' fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding, arising during the term of this Agreement for any personal injury, loss of life or damage to the License Areas or any other real or personal property sustained in, on or about the License Areas by reason of, or as a result of (a) the conduct or management of the County's activities conducted pursuant to this Agreement, (b) any act, omission or negligence of the County or its employees, agents, contractors or invitees, (c) any accident, injury, or damage (unless caused solely by Four Rivers' negligence or willful misconduct) occurring in, at or upon the License Areas during the County's use, (d) the failure of the County or its employees, agents, contractors or

invitees to comply with legal requirements or insurance requirements, or (e) any other breach or default by the County under this Agreement, and also from and against any orders, judgments, or decrees which might be entered thereupon. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

10. **Condition of License Areas; Release.** The County acknowledges and agrees that the County is fully familiar with the Property, that the County will inspect the License Areas, and that Four Rivers has made no representation or warranty as to the suitability of the License Areas for the County's intended use. The County will accept the License Areas in their current condition "AS IS." The use of the License Areas by the County shall be at the sole risk and expense of the County, and Four Rivers is specifically relieved of any responsibility for damage or loss to the County, its employees, agents and contractors resulting from the County's use of the License Areas, unless such damage or loss results from Four Rivers' willful misconduct. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

11. **Reimbursement.** The County agrees to reimburse Four Rivers for all costs and expense for any damage to Four Rivers' property resulting from the County's use of the License Areas and agrees that if, in Four Rivers' opinion, it becomes necessary as a result of the County's use of the License Areas or ingress and egress across the Property to relocate or change any of its facilities, to promptly reimburse Four Rivers for all cost and expense involved with such relocation or change.

12. **Insurance.** Throughout the term of this Agreement, the County shall maintain or require its contractors working on the License Areas to maintain in force a policy of general public liability insurance by an insurance company qualified to do business in the State of Florida and reasonably satisfactory to Four Rivers, insuring Four Rivers against the claims of all persons for loss of life, bodily injuries or property damage, or both, arising out of or incident to the County's use or occupancy of the License Areas. Four Rivers shall be named as additional insured or named insured under said policy; and the County shall deliver a certificate(s) evidencing combined single limit coverage in an amount of not less than \$1,000,000.00 for bodily injury and property damage liability. Such certificate(s) shall provide that the coverage cannot be cancelled without at least ten (10) days' written notice to Four Rivers. Should the County fail to furnish evidence of such insurance as provided for in this Agreement, Four Rivers may obtain such insurance and premium on such insurance shall be deemed additional rental to be paid by the County to Four Rivers on demand. Four Rivers shall not be responsible for any loss or damage occurring to any property owned by the County and the County shall be responsible for maintaining any insurance coverage on the County's property which the County deems necessary.

13. **Rights Retained by Four Rivers.** Four Rivers, its contractors, and all officers, agents, servants, employees and workmen thereof, their vehicles, machinery, equipment, tools and accessories, shall at all times have absolute right of ingress and egress to and from, in and upon, the License Areas for the purpose of inspecting the License Areas and carrying on any duties, acts and operations necessary or desirable in connection with timber management, mosquito control, fire control, timber, pulpwood and naval stores operations, and any other duties, acts and operations necessary and desirable in the full and complete operations, control, and use of Four Rivers' properties.

14. **Assignment.** The County shall not have the right or the authority to assign all or any portion of this Agreement without the prior written consent of Four Rivers, which consent may be granted or withheld in Four Rivers' sole and absolute discretion. Any assignment made without Four Rivers' permission shall be null and void.

15. **Default.** Should the County allow any payment hereinabove specified to become delinquent, and remain delinquent for fifteen (15) days after the same shall become due, or should the County fail to keep and perform any of the terms, covenants, conditions, stipulations or agreements herein contained (collectively, "Acts of Default"), then and in any and all such events Four Rivers may, at Four Rivers' option, exercise all rights and remedies available to Four Rivers under Florida law, including, without limitation, the right to terminate this Agreement and re-enter the License Areas. In the event the County commits any Acts of Default, so that it shall become necessary for Four Rivers to employ an attorney to collect payments due or to enforce any term, covenant, condition, stipulation or agreement on the part of the County, then the County shall pay all costs of collection and expenses of recovery, including reasonable attorneys' and legal assistants' fees, and costs, incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding.

16. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other will be effective upon receipt or attempted delivery, in writing, by delivery prior to 5:00 p.m. on any business day, or mailed (by registered or certified United States Mail, postage prepaid, return receipt requested), or transmitted via telecopy of facsimile transmission prior to 5:00 p.m. on any business day, to the party entitled or required to receive same, as follows:

To The County:

Taylor County
201 East Green Street
Perry, Florida 32348
Attn: LaWanda Pemberton
Phone: 850 - 838 - 3500
Fax: 850 - 838 - 3501

To Four Rivers:

Four Rivers Land & Timber Company LLC
1700 Foley Lane
Perry, Florida 32347
Attention: Senior Vice-President/Woodlands Manager
Phone: 850-838-2200
Fax: 850- 838-2248

17. **Nature of Agreement.** This Agreement is a license and not a lease of real property. This Agreement shall convey no interest in the land to the County, but shall grant an irrevocable license to County to use the License Areas for the Term if this Agreement is not sooner terminated. Four Rivers shall in no event be construed to be a partner or joint venturer of the County or any permitted assignee of the County, and Four Rivers shall not be liable for any of the County's debts or liabilities, or the debts or liabilities of any permitted assignee.

18. **Four Rivers' Interest Not Subject to Liens.** The County shall not, under any circumstances, have the power to subject Four Rivers' interest in the License Areas or any other property of Four Rivers' to any mechanics, materialman's or construction liens, or liens of any kind. All persons who may hereafter during the continuance of this Agreement furnish work, labor, services or material upon the request or order of the County, or any person claiming under, by or through the County, must look wholly to the County and not to Four Rivers for payment for work done or materials provided. The County shall not permit or suffer to be filed or claimed against the License Areas or other property of Four Rivers during the continuance of this Agreement any lien or liens of any kind arising out of action by the County.

19. **Nonwaiver.** Four Rivers' failure in any one or more instances to insist upon strict performance of any one or more of the covenants herein contained on the part of the County shall not operate or be construed as a relinquishment or waiver for future breaches and of the right to enforce such covenant upon subsequent default.

20. **Interpretation.** When the context hereof shall so require, singular shall include plural and masculine shall include feminine or neuter and this agreement shall be binding upon the parties hereto, their successors, personal representatives, heirs, and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Time is of the essence of each and every covenant and agreement herein contained. The paragraph headings used herein are for indexing purposes only and shall not be used in interpreting or construing the terms of this Agreement. If any term, covenant, agreement or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, agreement or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each and every term, covenant, agreement, and condition of this Agreement shall be valid and enforced to the most extent permitted by law.

21. **Counterparts.** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

22. **Applicable Law.** This Agreement has been entered into and shall be performed and construed in accordance with the laws of the State of Florida. The parties hereto agree that venue for any action arising out of or connected with this Agreement shall be in Taylor County, Florida.

IN WITNESS WHEREOF, Four Rivers and the County have caused this license agreement to be executed and delivered as of the day and year first above written.

Witnesses:

FOUR RIVERS LAND & TIMBER
COMPANY LLC, a Delaware Limited
Liability Company

Print Name

By: _____
Name: _____
Title: _____

Print Name:

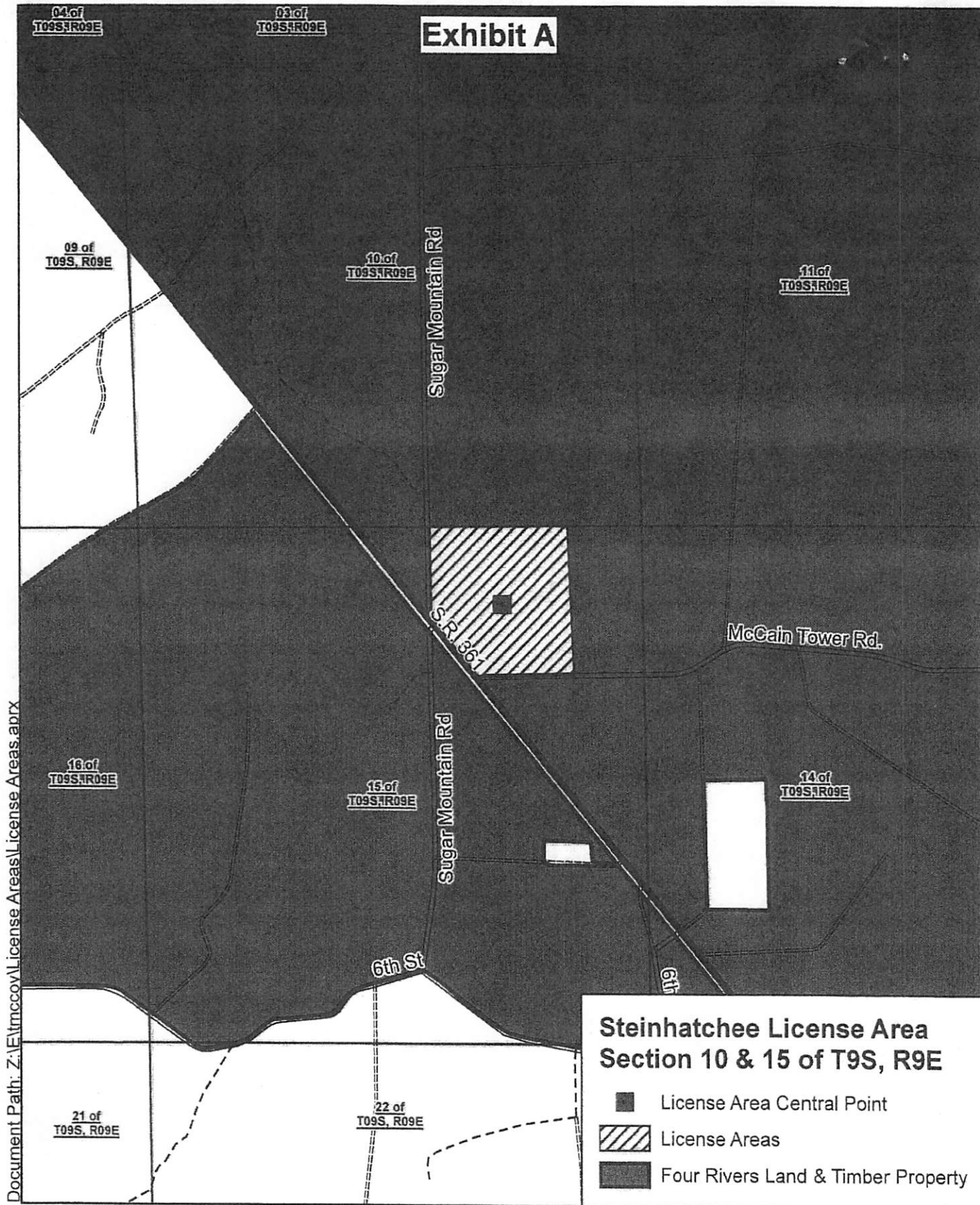
Witnesses:

TAYLOR COUNTY,
a political subdivision of the
State of Florida

Print Name

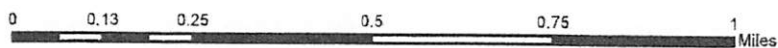
By: _____
Name: _____
Title: _____

Print Name:



83° 24' 26.382", 29° 42' 11.579"

4 Inches = 1 Mile JGL 7/23/2020



Property of Four Rivers Land & Timber Company LLC. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Four Rivers Land & Timber Company LLC. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed.

Exhibit A

Floating
Bridge Rd

31 of
T07S1R08E

32 of
T07S1R08E

33 of
T07S1R08E

06 of
T08S1R08E

05 of
T08S1R08E

04 of
T08S1R08E

Fish Creek Gld

07 of
T08S1R08E

08 of
T08S1R08E

Beaches License Area Section 4 & 5 of T8S, R8E

- License Area Central Point
- ▨ License Areas
- Four Rivers Land & Timber Property

83° 32' 38.372", 29° 48' 47.493"

4 Inches = 1 Mile JGL 7/23/2020



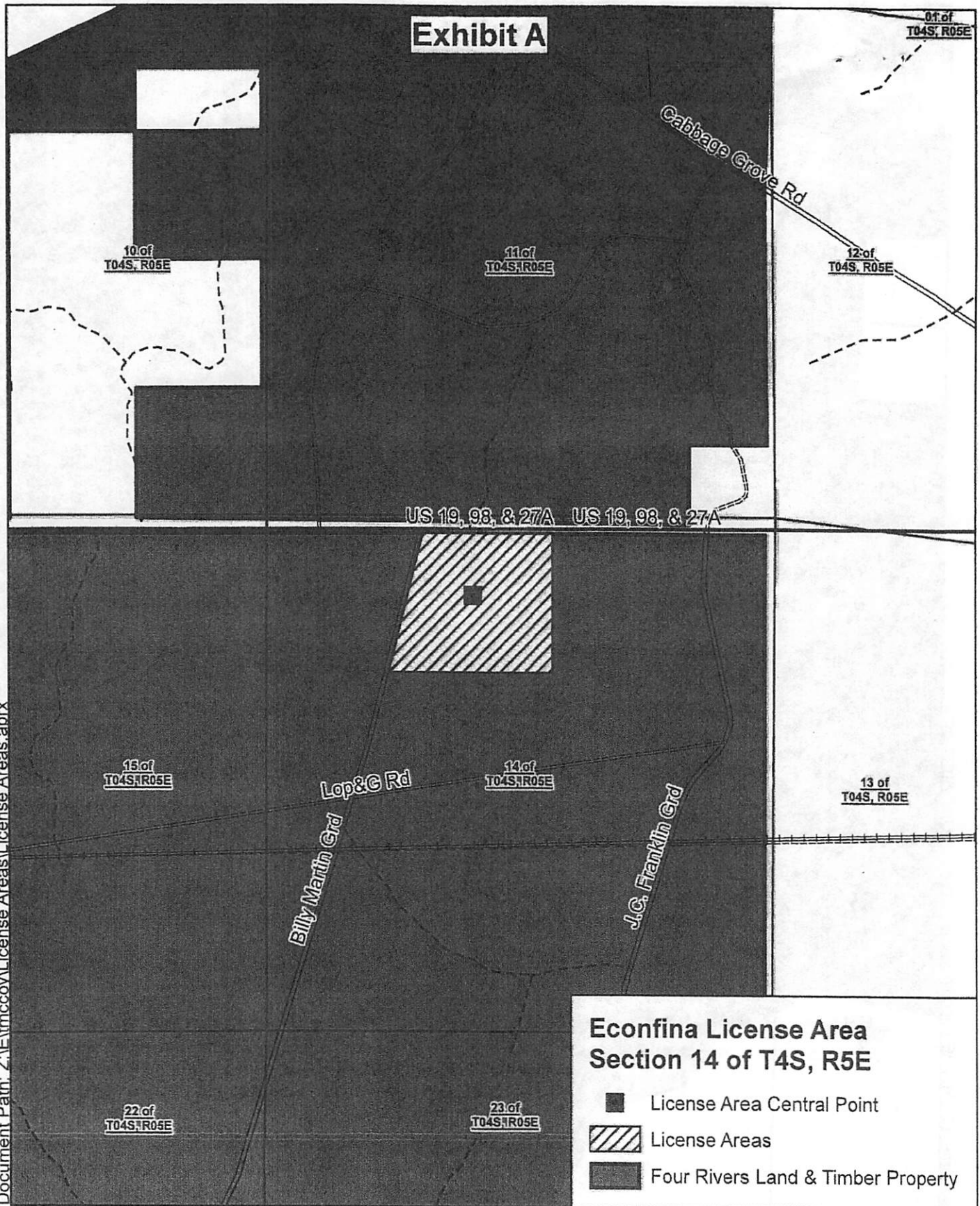
0 0.13 0.25 0.5 0.75 1 Miles

Property of Four Rivers Land & Timber Company LLC. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Four Rivers Land & Timber Company LLC. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed.

Document Path: Z:\E\lmccoy\License Areas\License Areas.aprx

Exhibit A

Document Path: Z:\E\mccov\License Areas\License Areas.aprx



83° 47' 59.258", 30° 8' 27.042"

4 Inches = 1 Mile JGL 7/23/2020



0 0.13 0.25 0.5 0.75 1 Miles

Property of Four Rivers Land & Timber Company LLC. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Four Rivers Land & Timber Company LLC. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed.

(26)

**INTERLOCAL AGREEMENT
FOR
EMERGENCY SHELTERS
IN TAYLOR COUNTY**

THIS AGREEMENT made this 23rd day of August, 2019, by and between the Taylor County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Taylor County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board", and the Taylor County Sheriff's Office.

WHEREAS, the County, School Board, and the Taylor County Sheriff's Office/EM recognize their mutual obligations and responsibility for the sheltering of the citizens of Taylor County during a state of declared local emergency, and

WHEREAS, it is mutually beneficial for the County, School Board, and the Taylor County Sheriff's Office/EM to support efforts that facilitate communications and coordination; and

WHEREAS, the County, School Board, and the Taylor County Sheriff's Office/EM recognize the mutual benefits which will arise from the School Board providing facilities and staff to assist the County during a state of declared local emergency; and

WHEREAS, Section 252.38 (d), Florida Statutes, provides for the use of School Board facilities and necessary personnel to staff such facilities during declared emergencies; and

WHEREAS, Section 1013.372, Florida Statutes, requires the incorporation of Enhanced Public Shelter Design Criteria in new educational facilities to serve as public shelters for emergency management purposes; and

WHEREAS, Section 1013.372, Florida Statutes, provides exemption criteria from using the Enhanced Shelter Design Criteria; and

WHEREAS, Section 252.385, Florida Statutes, defines the State's intent to not have a deficit of safe public shelter space in any region of the State; and

WHEREAS, through this agreement the County, School Board, and the Taylor County Sheriff's Office/EM wish to maintain and enhance their cooperative and productive relationship to serve the citizens of Taylor County; and

NOW, THEREFORE, by it mutually agreed between the County, School Board, and the Taylor County Sheriff's Office/EM that the following requirements, criteria, standards and procedures shall be utilized in the preparing and coordinating the sheltering needs of the citizens of Taylor County during a state of declared local emergency:

1. This Interlocal Agreement is entered into pursuant to the provisions of Sections 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:
 - (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensations and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement;
 - (b) This Interlocal Agreement does not and shall not be deemed to relieve any other parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to the Interlocal Agreement, in which case performance provided hereunder may be offered in satisfactions of the obligation or responsibility;
2. If any provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
3. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
4. No waiver by either party of any term or condition of the Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different sections, subsection, paragraph, subparagraph, clause, phrase, or other provision of the Agreement.
5. Throughout the year the School Board shall work cooperatively with the County and the Taylor County Sheriff's Office/EM to enhance the sheltering operations.

- a. The School Board will provide the building, core shelter staff that will include administration, custodial, and food service personnel. In addition, district support teams from Information Services, Transportation, Equipment, Materials, Facilities, Maintenance and Custodial may be required.
6. In the event a state of local emergency is declared by the County:
 - a. The Taylor County Director of Emergency Management or designee shall notify the School Board Superintendent of the declaration of a state of local emergency.
 - b. The School Board shall, in a manner consistent with the County's Emergency Plan, render assistance to the County.
 - c. The Taylor County Director of Emergency Management or designee shall coordinate the activities and services included in the Emergency Plan, pursuant to Section 252.38, Florida Statutes.
 - d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter and during operation of the shelter.
 - e. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.
7. For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.
8. The County shall reimburse the School Board for actual costs to the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS – 214 form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources.
9. The County shall reimburse the School Board for actual costs to the School Board for all eligible supplies and eligible materials utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5),

Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 60 days, or as soon as possible.

10. This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, Florida Statutes, and to the plans of the Federal Government and the State of Florida acting through the State Division of Emergency Management.
11. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.
12. The term of this Interlocal Agreement shall be for a period of six months. After six months both parties will make a unified decision to make any agreed upon changes. If no changes then the term may be extended for an additional 1 year upon mutual agreement by the Board of County Commissioner and Taylor County School Board. The agreement will automatically renew each year unless either party makes known needed changes.
13. The Taylor County School Board shall allow a portion of the shelter be identified as a "Pet Friendly" shelter. Taylor County Animal Control will staff this shelter and clean upon exit. The Taylor County School Board will provide the building, a facility supervisor, custodian, and one kitchen worker to assist with shelter needs at the school.
14. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Taylor County.
15. The Taylor County Sheriff's Office/EM Department shall provide annual training for all shelter workers involved with shelter operations. The Taylor County Sheriff's Office/EM Department will provide CERT volunteers to "man" the shelter along with Red Cross volunteers.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

ATTEST:

By: Shane Dodemied
APPROVED

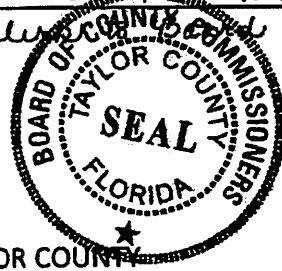
AUG 20 2019

By Taylor County
School Board

TAYLOR COUNTY SCHOOL BOARD

ATTEST:

By: Annika Murphy
CLERK



TAYLOR COUNTY

By: Danny Glover
Danny Glover, Superintendent
School District of Taylor County

By: Pam Feagle
Pam Feagle, Chairman
Taylor County School Board

TAYLOR COUNTY SHERIFF'S OFFICE

By: Wayne Padgett
Wayne Padgett
Sheriff Taylor County

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

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

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

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

July 29, 2019

VIA E-MAIL AND REGULAR MAIL

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

Re: Emergency Shelter Interlocal Agreement

Dear Lawanda:

Pursuant to your e-mail of 7/22/19, I have reviewed the Agreement and it looks okay to me.

I will say that the Statewide Agreement Form C (Contact Information for Authorized Representatives) needs to be updated to replace Mr. Lakey with you.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

March 4, 2020

Dear Public Assistance Applicants,

Since my appointment, I have received numerous correspondence from local officials requesting a reconsideration of the decision regarding public school board shelter reimbursements. I have subsequently met with local and State officials and have gained a full understanding of the implications that the current policy imposed, as well as the implications that reversing this policy may pose.

Historically, via the previous longstanding policy, many county school boards submitted reimbursement requests directly to the Federal Emergency Management Agency (FEMA) from the Public Assistance (PA) Program to support sheltering operations during federally declared disasters. However, questions remained on whom was legally responsible for seeking reimbursement for sheltering costs.

Following landfall of Hurricane Irma, every county in the State received a federal major disaster declaration. In certain jurisdictions, both the county and the school board refused to seek federal reimbursement for sheltering costs. As a result, the Division enforced a policy outlining applicable Federal and State law and focusing on whether the county or the county school board had the legal responsibility to seek reimbursement. Ultimately, it was concluded that the county, not the school board, is responsible for evacuating and sheltering citizens during an emergency or disaster. Therefore, the county must seek reimbursement from FEMA for sheltering costs. Since the issuance of that policy, counties bear the associated costs for sheltering operations during Hurricanes Irma, Michael, and Dorian.

Even though this bright line rule encourages consistency amongst applicants and alleviates an administrative burden on both FEMA and FDEM, I also acknowledge that this is a decision that should be made at the local level.


On the premise that disasters are executed at the local level, I am changing the current policy and each jurisdiction may decide whether it is the county or the county public school system that is the entity responsible for seeking reimbursement from FEMA for sheltering costs. If the county nor the county school board does not want to seek reimbursement directly from FEMA for sheltering costs, the Division will decide who will be responsible.

The county will need to execute an agreement (type of agreement determined by local legal counsel i.e. ILA, MOA, MOU, etc.) between the county and the county school board memorializing this relationship and must provide the Division a copy of the agreement. If the county is seeking reimbursement for sheltering costs, the agreement should include invoicing and documentation requirements that the county will need to seek reimbursement from the school board. If the county public school system is seeking reimbursement, the agreement should include the delegation of the legal responsibility to shelter citizens during a disaster or emergency to the county school board.

All agreements memorializing the relationship for reimbursement should be sent to the Mutual Aid Coordinator (mutualaid@em.mvflorida.com), by no later than June 30, 2020.

Respectfully,

Jared E. Moskowitz, Esq.
Director and State Coordinating Officer
Florida Division of Emergency Management

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Taylor County Development Authority Audit and Release of Funds
	
MEETING DATE REQUESTED:	08/03/2020

Statement of Issue: 2019/2020 FY
The Board to consider approval of Taylor County Development Authority FY18/19 audit and approval of release of FY19/20 funds of \$100,000

Recommended Action: Approval of Audit and Release of Funds

Fiscal Impact: \$100,000

Budgeted Expense: Yes

Submitted By: Dannielle Welch, County Finance Director

Contact: 838-3506, ext. 122
dwelch@taylorclerk.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: n/a

Options: Approve Audit and Release Funds

Attachments: Taylor County Development Authority FY18/19 Audit

LOCAL GOVERNMENTAL ENTITY AUDIT REPORT SUBMITTAL CHECKLIST

Entity Name: Taylor County Developement Authority

Contact Person Name and Title: TISHA PENNY

Contact Person Mailing Address: 103 E. Ellis St. Perry, FL 32347

Contact Person Phone Number: 850-584-5627

Contact Person E-mail Address: TCDAPERRY@GMAIL.COM

Fiscal Year Audited: SEPTEMBER 30, 2019

Date the auditor delivered the audit report to the entity: 6-29-2020

Does the audit report include the following items required by Section 10.557(3), Rules of the Auditor General:

Required for municipalities, special districts, the county as a whole, and county agencies **

- | | |
|------------|---|
| <u>X</u> | The financial statements described in Sections 10.556(3) and (4), Rules of the Auditor General, as applicable, together with related notes to financial statements? |
| <u>X</u> | Required supplementary information (RSI) such as the management's discussion and analysis (not required for county agencies), or the budgetary comparison schedule (required as RSI if not presented as part of the financial statements)? |
| <u>X</u> | The auditor's report on the financial statements? |
| <u>X</u> | The auditor's report on compliance and internal control? |
| <u>X</u> | The management letter defined in Section 10.554(1)(i), Rules of the Auditor General? |
| <u>X</u> | The written statement of explanation or rebuttal, including corrective action to be taken, required by Section 10.558(1), Rules of the Auditor General? |
| <u>X</u> | The auditor's report based on an examination conducted in accordance with <i>AICPA Professional Standards</i> , prepared in accordance with AT Sections 601.55 and 601.56, promulgated by the American Institute of Certified Public Accountants, regarding the compliance requirements referenced in Section 10.556(10), Rules of the Auditor General? |
| <u>N/A</u> | For entities that had an impact fee adopted by ordinance on their behalf, an affidavit signed and sworn to by the Chief Financial Officer before an officer authorized to administer oaths (e.g., notary public) stating that the ordinance complied with the restrictions of Section 163.31801, Florida Statutes. |

** Pursuant to Section 218.39(2), Florida Statutes, an audit of the board of county commissioners is not required. However, if the county report includes an audit of the board of county commissioners, it should include the items required by Section 10.557(3), Rules of the Auditor General.

Required for municipalities, special districts, and the county as a whole

<u>N/A</u>	If applicable, the auditor's reports and related financial information required pursuant to the Federal <i>Single Audit Act Amendments of 1996</i> , Title 2 U.S. Code of Federal Regulations Part 200, <i>Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards</i> (Uniform Guidance); or other applicable Federal law?
<u>X</u>	Any auditor's reports and related financial information required pursuant to the <i>Florida Single Audit Act</i> (see Section 10.557(3)(e), Rules of the Auditor General)?
<u>N/A</u>	For any fiscal year in which funds related to the Deepwater Horizon oil spill are received or expended, a schedule of receipts and expenditures of such funds required by Section 10.557(3)(n), Rules of the Auditor General?
<u>N/A</u>	For any fiscal year in which funds related to the Deepwater Horizon oil spill are received or expended, a report that includes an opinion (or disclaimer of opinion) as to whether the schedule of receipts and expenditures of such funds required by Section 10.557(3)(n), Rules of the Auditor General, is presented fairly in all material respects in relation to the financial statements taken as a whole. The report shall be prepared in accordance with AICPA Professional Standards, AU-C Section 725, promulgated by the American Institute of Certified Public Accountants. (see Section 10.557(3)(f)), Rules of the Auditor General?

In addition to the above, have the following requirements been complied with:

<u>X</u>	Are all of the above elements of the audit report included in a single document as required by Section 10.557(3), Rules of the Auditor General?
<u>X</u>	Are one paper copy and one electronic copy of the audit report being submitted as required by Section 10.558(3), Rules of the Auditor General?
<u>X</u>	Is the electronic copy named using all lower case letters as follows: [fiscal year] [name of entity].pdf? Counties should include the word "county" in the entity name; however, it is not necessary for municipalities to include "city of," "town of," etc. in the entity name. For example, the converted document for the 2015-16 fiscal year for Alachua County should be named 2016 alachua county.pdf while the converted document for the 2015-16 fiscal year for the City of Alachua should be named 2016 alachua.pdf.
<u>X</u>	Was the audit report being submitted within 45 days after receipt of the audit report from the auditor, but no later than 9 months after the end of the fiscal year? NOTE: There is no provision in law authorizing an extension for filing the audit report.
<u>N/A</u>	If the audit report is for a county or municipality, and a dependent special district was audited as part of the county or municipality audit, did the notes to financial statements clearly indicate that the special district had been included as part of the county's or municipality's reporting entity? NOTE: Pursuant to Section 218.39(3), Florida Statutes, an independent special district may not be audited as part of a county or municipality audit. When a dependent special district is audited as part of the county or municipality audit, the county or municipality notes to financial statements should clearly disclose that the special district is a component unit included within the county's or municipality's reporting entity.

This checklist should accompany the audit report. It is suggested that you retain a copy of the checklist for your files. Do not hesitate to contact us if assistance or clarification is needed regarding reporting requirements. Our contact information is as follows:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Telephone: (850) 412-2881
Fax: (850) 488-6975

E-mail Address: flaudgen_localgovt@aud.state.fl.us
Web site Address: www.myflorida.com/audgen

TAYLOR COUNTY DEVELOPMENT AUTHORITY
FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2019

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
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SEPTEMBER 30, 2019**

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Powell & Jones
Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Taylor County Development Authority;
Perry, Florida

We have audited the accompanying basic financial statements of the governmental activities of the Taylor County Development Authority (the "Authority") as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities of the Taylor County Development Authority, as of September 30, 2019, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplemental Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, and budgetary comparison, and schedules of proportionate share of net pension liability and contribution information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 17, 2020 on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.



POWELL & JONES
Certified Public Accountants
June 17, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

The discussion and analysis of the financial performance of Taylor County Development Authority (the Authority) provides an overall review of the Authority's financial activities for the fiscal year ended September 30, 2019. The intent of this discussion and analysis is to look at the Authority's financial performance as a whole. Readers should also review the basic financial statements and the notes to the basic financial statements to enhance their understanding of the Authority's financial performance.

Report Layout

The Authority has implemented Governmental Accounting Standards Authority (GASB) Statement 34, Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments. This statement requires governmental entities to report finances in accordance with specific guidelines. Among those guidelines are the components of this section dealing with management's discussion and analysis. Besides this Management's Discussion and Analysis (MD&A), the report consists of government-wide statements, fund financial statements, and the notes to the financial statements. The first two statements are condensed and present a government-wide view of the Authority's finances. Within this view, all Authority operations are categorized as applicable, and reported as either governmental or business-type activities. Governmental activities include basic planning related services and general administration. The Authority had no business-type activities in this fiscal year. These government-wide statements are designed to be more corporate-like in that all activities are consolidated into a total for the Authority.

Basic Financial Statements

- The Statement of Net Position focuses on resources available for future operations. In simple terms, this statement presents a snap-shot view of the assets the Authority, the liabilities it owes and the net difference. The net difference is further separated into amounts restricted for specific purposes and unrestricted amounts. Governmental activities are reported on the accrual basis of accounting.
- The Statement of Activities focuses on gross and net costs of the Authority's programs and the extent to which such programs rely upon general revenues. This statement summarizes and simplifies the user's analysis to determine the extent to which programs are self-supporting and/or subsidized by general revenues.
- Fund financial statements focus separately on governmental and proprietary funds, as applicable. Governmental fund statements follow the more traditional presentation of financial statements. As stated above, the Authority has no proprietary funds and business-type activities.
- The notes to the financial statements provide additional disclosures required by governmental accounting standards and provide information to assist the reader in understanding the Authority's financial condition.
- The MD&A is intended to serve as an introduction to the Authority's basic financial statements and to explain the significant changes in financial position and differences in operations between the current and prior years.

Required Supplementary Information

- The Authority adopts an annual appropriated budget for its general fund and other governmental funds. A budget to actual comparison statement has been provided for the general fund and for the other governmental funds to demonstrate compliance with this budget. In addition, the Authority presents schedules of proportionate share of net pension liability and contribution information

FINANCIAL HIGHLIGHTS AND ANALYSIS

Government-wide Financial Statements

The assets of the Authority exceeded its liabilities at the close of the fiscal year ended September 30, 2019 by \$196,861, a net decrease of \$126,367 in net position from the prior year. The prior period down-ward adjustment of \$120,480 netted for the overall decrease in net position.

A condensed version of the Statement of Net Position at September 30, 2019 follows:

	Statements of Net Position	
	September 30, 2019	September 30, 2018
Assets		
Current and other assets	\$ 166,342	\$ 168,538
Capital assets, net	73,887	73,887
Restricted cash	-	120,480
Total assets	240,229	362,905
Deferred outflows	10,164	14,660
Liabilities		
Current liabilities	8,731	9,182
Long-term liabilities	37,385	36,866
Total Liabilities	46,116	46,048
Deferred inflows	7,416	8,289
Net Position		
Net investment in capital assets	73,887	73,887
Unrestricted, as restated	122,974	128,861
Restricted, as restated	-	120,480
Total net position, as restated	\$ 196,861	\$ 323,228

Analysis of Change in Net Position

The Authority's net position overall decreased by \$126,367 during the current fiscal year. This increase is explained in the government activities discussion below.

	September 30, 2019	September 30, 2018
Revenues:		
General revenues:		
Intergovernmental	\$ 100,000	\$ 145,631
Interest and other revenues	1,200	1,900
Total revenues	<u>101,200</u>	<u>147,531</u>
Expenses:		
Economic development	<u>107,087</u>	<u>125,632</u>
Total expenses	<u>107,087</u>	<u>125,632</u>
Change in net position	(5,887)	21,899
Net position, beginning	323,228	128,162
Prior period adjustment	(120,480)	173,167
Net position, ending	<u>\$ 196,861</u>	<u>\$ 323,228</u>

FINANCIAL ANALYSIS OF THE AUTHORITY'S FUNDS

As noted earlier, the Authority uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Authority's governmental funds is to provide information on near-term inflows, outflows, and balances of resources that are available for spending. Such information is useful in assessing the Authority's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. Types of governmental funds reported by the Authority include the General Fund.

As of the end of the current fiscal year, the Authority's governmental funds reported unrestricted ending fund balances of \$160,101. Revenues for governmental functions overall totaled \$101,200 for the current fiscal year. Expenditures totaled \$106,575, which means that expenses exceeded revenues by \$5,375. The general fund is the chief operating fund of the Authority. At the close of the current fiscal year, the unassigned fund balance of the general fund was \$160,101.

CAPITAL ASSET AND DEBT ADMINISTRATION

The Authority's capital assets for its governmental activities as of September 30, 2019, amount to \$73,887 (net of accumulated depreciation).

	Governmental Activities
Land	\$ 73,887
Equipment	41,173
Less: depreciation	(41,173)
Total	<u>\$ 73,887</u>

GENERAL FUND BUDGETARY HIGHLIGHTS

During 2019, the Authority did not amend its General fund Budget. The final expenses were higher than the budgeted expenses by \$151. Actual revenues were higher than the final budgeted amounts by \$1,200.

ECONOMIC OUTLOOK TAYLOR COUNTY, FLORIDA

2019 saw unprecedented growth in prospect and national site consultant visits in Taylor County this resulted in a dramatic shift in decreased expenses in order facilitate these visits. It is the TCDA mission and essential to generate these visits and it is the cornerstone of a growing economic development organization. The community-wide visioning process, Vision 2060, was completed and accepted in 2009. The visioning results have been incorporated into the county's comprehensive plan including a new economic element predicated on the new strategic economic development plan. The Vision 2060 plan has become Taylor County's planning tool, approved by the Florida Department of Community Affairs, in September, 2010. At the same time, DCA approved the County's Evaluation and Appraisal Report changes, resulting in over 13,000 acres of land use designated as regional employment centers, allowing industrial uses. The community has a better understanding of the need to fund economic development at a higher level, although lack of infrastructure will continue to be a major obstacle to economic growth for the next decade.

A ribbon cutting was held at the new tech facility located at the Regional Employment center north - AMTEC Less-Lethal Systems, Inc. (ALS) is a division of a Fortune 200 company. AMTEC Less-Lethal Systems, Inc., manufactures and distributes less-lethal products and services to domestic and international customers, as well as being a leading supplier of tactical and operational equipment.

The facility features state of the art manufacturing operations, warehouse and distribution capabilities with close proximity to major transportation hubs, as well as a stand-alone training facility. The training center will focus on providing less-lethal and tactical training and will include live-fire ranges, force-on-force training, a hostage rescue building, a corrections pod, a breaching facade, and full classroom facilities.

According to ALS President Rick Gardner, "This new facility will solidify our position as a leader in supplying quality less-lethal products, as well as premier training and services to the many men and women who support our communities in the law enforcement, corrections and military markets."

The Reserve at Sweetwater Estuary, a planned coastal resort community, if permitted, could be a catalyst-site project and would have a significant positive economic impact upon Taylor County when completed. The project would consist of 624 residential units, a 400 room conference hotel, 150,000 square feet of commercial space, civic and public uses, roads, pedestrian biking/cart trails, passive recreation boardwalks, kayak launching facility and supporting infrastructure. Also planned is an 18-hole golf course, an approximately 11,000 to 12,000 square foot clubhouse, a 5,500 to 6,500 square foot maintenance facility, and supporting infrastructure. Multiple high level meetings were conducted with project representatives, with the goal of establishing strategies to advance the project. Currently, TCDA is seeking solutions in order to facilitate ongoing talks with the Army Corps of Engineers.

Taylor County's Enterprise Zone was successfully expanded to incorporate the three regional employment centers also known as "Mega Sites", this will enable TCDA to successfully launch global outreach marketing initiatives. Work to establish contact bases with international consulate generals' offices is in process with intended goals of heightening awareness of Taylor County internationally. TCDA continues establish an FTZ (Foreign Trade Zone) to enhance recruitment of both international and domestic companies. In order to facilitate launching a global outreach targeted marketing campaign TCDA contracted with 310 Marketing, a nationally known economic development firm specializing in prospect lead generation. 310 made nearly 4,000 calls to targeted companies involved in advance engineering. The leads that were generated from this initiative were entered into the organization's CRM program Salesforce. During this outreach targeted marketing process new relationships were developed with the German State of Saxony, as well as a premier Canadian site consultant firm headquartered in Montreal.

In order to heighten awareness of the organization to State, National, and international economic development organizations, TCDA developed a new logo, a new brand, and a new website, while continuing to increase website content illustrating the many advantages of locating in Taylor County.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Taylor County Development Authority's finances for all those with an interest in the government's finances. If you have questions about this report or need additional information, contact:

Taylor County Development Authority
103 East Ellis St.
Perry, Florida 32347
850-584-5627

Basic Financial Statements

TAYLOR COUTNY DEVELOPMENT AUTHORITY
STATEMENT OF NET POSTION
SEPTEMBER 30, 2019

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 166,342
Capital assets, net	73,887
Total assets	<u>240,229</u>
 Deferred Outflows	
Pension obligations	<u>10,164</u>
 Liabilities	
Current liabilities	
Accounts payable	4,838
Accrued expenses	1,403
Net pension liability	2,490
Total current liabilities	<u>8,731</u>
 Long-term liabilities	
Net pension liability	<u>37,385</u>
Total liabilities	<u>46,116</u>
 Deferred Inflows	
Pension obligations	<u>7,416</u>
 Net Position	
Invested in capital assets	73,887
Unrestricted	122,974
Total net position	<u><u>\$ 196,861</u></u>

See notes to financial statements.

TAYLOR COUTNY DEVELOPMENT AUTHORITY
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2019

		Net (Expense) Revenue and Changes in Net Position
Governmental Activities	Expenses	Governmental Activities Total
Economic development	\$ 107,087	\$ 107,087
Total governmental activities	<u>\$ 107,087</u>	<u>107,087</u>

General revenues:

Intergovernmental	100,000
Miscellaneous income	<u>1,200</u>
Total general revenues	<u>101,200</u>

Change in net position	(5,887)
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Net position, beginning of year	323,228
Prior period adjustment	<u>(120,480)</u>

Net position, end of year	<u>\$ 196,861</u>
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See notes to financial statements.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
BALANCE SHEET
GOVERNMENTAL FUND
September 30, 2019**

	<u>General Fund</u>
Assets	
Cash and cash equivalents	\$ 166,342
Total assets	<u><u>\$ 166,342</u></u>
 Liabilities and Fund Balances	
Liabilities	
Accounts payable	\$ 4,838
Accrued liabilities	1,403
Total liabilities	<u>6,241</u>
 Fund balance	
Unassigned	<u>160,101</u>
Total fund balances	<u>160,101</u>
Total liabilities and fund balance	<u><u>\$ 166,342</u></u>
 Reconciliation to Statement of Net Position	
Governmental Fund balance	\$ 160,101
 Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	73,887
Deferred outflows of resources represent a consumption of fund equity that will be reported as an outflow of resources in a future period and, therefore, are not reported in the governmental funds.	10,164
Deferred inflows of resources represent an acquisition of fund equity that will be recognized as an inflow of resources in a future period and, therefore, are not reported in the governmental funds.	(7,416)
Long-term liabilities are not due in the current period and, therefore, are not reported in governmental funds.	(39,875)
Net position	<u><u>\$ 196,861</u></u>

See notes to financial statements.

TAYLOR COUNTY DEVELOPMENT AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2019

	<u>General Fund</u>
Revenues	
Intergovernmental	\$ 100,000
Miscellaneous	1,200
Total revenues	<u>101,200</u>
Expenditures	
Economic development	
Personnel services	52,323
Operating expenses	54,252
Total expenditures	<u>106,575</u>
Change in fund balance	(5,375)
Fund balance, beginning of year	285,956
Prior period adjustment	<u>(120,480)</u>
Fund balance, end of year	<u><u>\$ 160,101</u></u>

See notes to financial statements.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2019**

Net change in fund balance - total governmental funds	\$ (5,375)
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**Amounts reported for governmental activities in the Statement
of Activities are different because:**

Some expenses related to other assets reported in the statement of activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds. Also, recognition of certain obligations related to prior and subsequent periods are recognized in the statement of activities.

Net pension liability	3,111
Change in deferred inflows/outflows	<u>(3,623)</u>

Change in net position of governmental activities	<u>\$ (5,887)</u>
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See notes to financial statements.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019**

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of Significant Accounting Policies is presented to assist the reader in interpreting the financial statements and other data in this report. These policies are considered essential and should be read in conjunction with the accompanying financial statements.

The financial statements of the Authority have been prepared in accordance with generally accepted accounting principles as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards, which along with the subsequent GASB pronouncements (Statements and Interpretations) constitutes GAAP for governmental units. The most significant of these accounting policies are described below.

Effective October 1, 2003, the Authority adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34, Basic Financial Statements - and Management's Discussion and Analysis- for State and Local Governments, GASB Statement No. 37, Basic Financial Statements- and Management's Discussion and Analysis - for State and Local Governments; Omnibus, GASB Statement No. 38, Certain Financial Statement Note Disclosures, and Interpretation No. 6, Recognition and Measurement of Certain Liabilities and Expenditures in Governmental Fund Financial Statements. Effective October 1, 2011, the Authority adopted the provisions of GASB Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions.

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*, effective for periods beginning after June 15, 2014, replaces the requirements of GASB Statements Nos. 27 and 50 as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements that meet certain criteria. The standard requires government employers to recognize as a liability, for the first time, their long-term obligation for pension benefits. The employer liability is to be measured as the difference between the present value of projected benefit payments to be provided through the pension plan for past periods of service less the amount of the pension plan's fiduciary net position. Obligations for employers with cost sharing plans will be based on their proportionate share of contributions to the pension plan. The standard also requires more immediate recognition of annual service cost, interest and changes in benefits for pension expense; specifies requirements for discount rates, attribution methods; and changes disclosure requirements.

The Authority's financial statements have been prepared in accordance with the presentation requirements of these statements and interpretation.

Reporting Entity

The Taylor County Development Authority was authorized under Chapter 59-1936, 59-1922 and 59-1927 House Bill No. 1013 (May 14, 1959) Laws of Florida, as amended by Chapter 67-2133 and 86-382, Laws of Florida for the purpose of "performing such acts as shall be necessary for the sound planning for and the development of Taylor County Florida". It is governed by a board of directors.

As required by GAAP, the accompanying financial statements present the Authority as the primary government.

The Authority did not participate in any joint ventures during fiscal year 2018-2019.

Basis of Presentation Government-wide and Fund Financial Statements

Governmental-wide Financial Statements

The *government-wide financial statements* include the statement of net position and the statement of activities. These statements report financial information for the Authority as a whole. Government-wide financial statements are prepared using the economic resources measurement focus. The *statement of activities* reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity.

Program revenues may include: (1) charges for services which report fees, fines and forfeitures, and other charges to users of the Authority's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets. These revenues are subject to externally imposed restrictions to these program uses. Other revenue sources not properly included with program revenues are reported as general revenues.

Fund Financial Statements

Fund financial statements are provided for governmental, proprietary and fiduciary funds. The Authority reports the following major governmental fund:

General Fund- The *General Fund* is the general operating fund of the Authority. It is used to account for all financial resources, which are not properly accounted for in another fund. Activities related to the promotion of economic development flow through the *General Fund*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resource measurement focus and the accrual basis of accounting. Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and recorded in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Government fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, expenditures related to compensated absences and claims and judgments and principal and interest on long term debt, are recorded only when payment is due.

Interest revenue and charges for services, if any, associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The Authority reports the Government Fund. The measurement focus of the Government Funds (in the Fund Financial Statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The Government Fund accounts for the Authority's primary services - economic development and is the primary operating unit of the Authority.

Assets, Liabilities, and Net Position or Equity

Cash and Cash Equivalents:

The Authority has defined Cash and Cash Equivalents to include cash on hand, demand deposits, and cash with fiscal agent.

Capital Assets:

Capital assets, which include land, buildings, equipment, improvements other than buildings, intangibles are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets, other than infrastructure, are defined as assets with a cost of \$500 or more and an estimated useful life greater than one year. Infrastructure assets are long-lived capital assets that normally are stationary in nature and can be preserved for a significantly greater number of years than most general capital assets. Examples of such assets are buildings, roads, bridges, sidewalks, paved paths, utility systems, storm water drainage systems, traffic control and lighting systems. There are no infrastructure assets reported in the financial statements.

Capital assets are recorded at historical cost when purchased or constructed. Donated capital assets are recorded at the estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets used in governmental activities are not financial resources, and therefore, are not reported in the fund's financial statements. These general capital assets are included in the governmental activities column of the government-wide financial statements. Depreciation on all exhaustible capital assets used in the General Funds is charged as an expense against their operations. Accumulated depreciation is reported on the respective fund's Statement of Net Assets.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	20 - 30
Improvements other than buildings	15 - 50
Equipment and machinery	2 - 20
Vehicles	3 - 10
Infrastructure	10 - 40

Compensated Absences:

Full-time, permanent employees are granted vacation benefits in varying amounts to specified maximums depending on tenure with the Authority. Sick leave accrues to full-time, permanent employees to specified maximums. Generally, after one year of service, employees are entitled to a percentage of their sick leave balance and all accrued vacation leave upon termination. The estimated liabilities include required salary-related payments. Compensated absences are not reported as accrued in the government-wide statements because they are not considered material.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The Authority only has one item that qualifies for reporting in this category. This is the deferred charge on pensions in the government-wide statement of net position. Deferred outflows on pensions are recorded when actual earnings on pension plan investments exceed projected earnings and are amortized to pension expense using a systematic and rational method over a closed five-year period. Deferred outflows on pensions also include the difference between expected and actual experience with regard to economic or demographic factors; changes of assumptions about future economic, demographic, or other input factors; or changes in the Authority's proportionate share of net pension liability. These are amortized over the average expected remaining service lives of all employees that are provided with pensions through each pension plan. Contributions to pension plans made subsequent to the measurement date are also deferred and reduce net pension liability in the subsequent year.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The Authority has only one type of item, which is related to pensions. Deferred inflows on pension plan investments exceed actual earnings and are amortized to pension expense using a systematic and rational method over a closed five-year period. Deferred inflows on pensions also include the difference between expected and actual experience with regard to economic or demographic factors; changes of assumptions about future economic, demographic, or other input factors; or changes in the Authority's proportionate share of net pension liability. These are amortized over the average expected remaining service lives of all employees that are provided with pensions through each pension plan.

Fund Balances – Governmental Funds

As of September 30, 2019, fund balances of the governmental funds are classified as follows:

Non-spendable – amounts that cannot be spent either because they are in non-spendable form or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constitutional provisions, charter requirements or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed – amounts that can be used only for specific purposes determined by a formal action of the Governing Board. The Board is the highest level of decision making for the Board. Commitments may be established, modified, or rescinded only through resolutions approved by the Board of Trustees.

Assigned – amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the Board's general procedure, only the Board of Trustees may assign amounts for specific purposes.

Unassigned – all other spendable amounts.

As of September 30, 2019, fund balances are composed of the following:

	<u>General Fund</u>
Unassigned	<u>160,101</u>
	<u>\$ 160,101</u>

As applicable year to year, when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the Board of Trustees considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the Board considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Board of Trustees has provided otherwise in its commitment or assignment actions.

Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures; accordingly, actual results could differ from these estimates.

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of Differences Between the Governmental Funds Balance Sheet and the Government-wide Statement of Net Position.

“Total fund balances” of the Board’s governmental funds \$160,101 differs from “net position” of governmental activities \$196,861 reported in the statement of net position. This difference results from the long-term economic focus of the statement of net position versus the current financial resources focus of the governmental funds balance sheet.

Long-term debt transactions

Long-term liabilities to the Board's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the statement of net position. Balances at September 30, 2019 were:

Net pension liability	<u>\$ (39,875)</u>
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Deferred outflows/inflows of resources

Deferred outflows of resources represent a consumption of net position in a future period while deferred inflows of resources represent an acquisition of net position in a future period and accordingly, are not reported in the governmental fund statements. However, the statement of net position included those deferred outflows/inflows of resources.

Deferred outflows	\$ 10,164
Deferred inflows	<u>(7,416)</u>
	<u>\$ 2,748</u>

Capital assets

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

<u>\$ 73,887</u>

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of Differences Between Government Fund Operating Statements and the Statement of Net Position

	General Fund	Capital Related Items	Deferred Outflows / Inflows	Long-Term Debt	Statement of Net Position
Assets					
Cash and cash equivalents	\$ 166,342	\$ -	\$ -	\$ -	\$ 166,342
Prepaid expenses	-	-	-	-	-
Capital assets, net	-	73,887	-	-	73,887
Total assets	<u>\$ 166,342</u>	<u>73,887</u>	<u>-</u>	<u>-</u>	<u>240,229</u>
Deferred Outflows					
Pension obligations	-	-	10,164	-	10,164
Liabilities					
Liabilities					
Accounts payable	\$ 4,838	-	-	-	4,838
Accrued liabilities	1,403	-	-	-	1,403
Net pension liability	-	-	-	39,875	39,875
Total liabilities	<u>6,241</u>	<u>-</u>	<u>-</u>	<u>39,875</u>	<u>46,116</u>
Deferred Inflows					
Pension obligations	-	-	7,416	-	7,416
Fund Balance/Net Position					
Fund balance	160,101	73,887	2,748	(39,875)	196,861
Prior year adjustment	(120,480)	-	-	-	(120,480)
Total fund balance/Net position	<u>\$ 39,621</u>	<u>\$ 73,887</u>	<u>\$ 2,748</u>	<u>\$ (39,875)</u>	<u>\$ 76,381</u>

B. Explanation of Differences Between Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for governmental funds \$14,867 differs from the “change in net position” for governmental activities \$21,899 reported in the statement of activities. The differences arise primarily from the long-term economic focus of the statement of activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Long-term Debt Related Items

Some expenses reported in the statement of activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Net decrease in net pension liability	\$ 3,111
Net increase in deferred inflows of resources	(3,623)
	<u>\$ (512)</u>

NOTE 2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

B. Explanation of Differences Between Government Fund Operating Statements and the Statement of Activities

	General Fund	Capital Related Items	Deferred Outflows / Inflows	Long Term Debt	Statement of Activities
Revenues					
Intergovernmental	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
Miscellaneous income	1,200	-	-	-	1,200
Total revenues	<u>101,200</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>101,200</u>
Expenditures					
Economic development					
Personnel services	52,323	-	3,623	(3,111)	52,835
Operating expenses	54,252	-	-	-	54,252
Total expenditures	<u>106,575</u>	<u>-</u>	<u>3,623</u>	<u>(3,111)</u>	<u>107,087</u>
Change in fund balance	(5,375)	-	(3,623)	3,111	(5,887)
Fund balance, beginning of year	285,956	73,887	6,371	(42,986)	323,228
Prior period adjustment	(120,480)	-	-	-	(120,480)
Fund balance, end of year	<u>\$ 160,101</u>	<u>\$ 73,887</u>	<u>\$ 2,748</u>	<u>\$ (39,875)</u>	<u>\$ 196,861</u>

NOTE 3. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

The Authority follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Prior to September 1, the Authority Director submits to Taylor County and the Authority Board a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public meetings and workshops are conducted to obtain comments.
3. Prior to October 1, the budget is legally enacted through passage of a resolution.
4. The Board adopts the budget resolution for the governmental funds. Annual budgets are adopted on a basis consistent with GAAP. The appropriated budget is prepared by fund, function and department. The Authority Director may make transfers of appropriations within a department. Expenditures may not legally exceed appropriations for each individual department.
5. All budget amounts presented in the accompanying financial statements may be adjusted for revisions of the annual budgets during the year. The effect of these revisions would be to reallocate funds within the budget, which did not cause an overall increase in the total budget. Appropriations, except open project appropriations, lapse at the end of the fiscal year. The Authority does not use the encumbrance method.

Compliance with Finance-Related Legal and Contractual Provisions

The Authority has no finance-related legal and contractual provisions.

NOTE 4. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of restricted and unrestricted cash and investments with maturities, when purchased, of ninety days or less.

Deposits and Investments

Deposits - At year end, the book balance of the Authority's deposits was \$166,342, consisting of \$166,342 maintained in two checking accounts.

The Florida Security for Public Deposits Act; Chapter 280 of the *Florida Statutes*, provides that qualified public depositories must maintain eligible collateral having a market value equal to fifty percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held by the depository during the twelve months immediately preceding the date of any computation of the balance. As such, the depository is not required to hold collateral in the Authority's name nor specify which collateral is held for the Authority's benefit. The Public Deposit Security Trust Fund, as created under the laws of the State of Florida, would be required to pay the Authority for any deposits not covered by depository insurance or collateral pledged by the depository as previously described.

Except for the pension trust funds, the Authority's investment activity for the year consisted solely of certificates of deposit with various short-term maturities, i.e., for periods of less than three months. All such investments are recorded at cost which approximates market value and would be classified in category (1) reflected above.

NOTE 5. PREPAID EXPENSES

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Prepaid items recorded in governmental funds do not reflect current appropriable resources and, thus, are reported as part of non-spendable fund balance. Prepaid expenses in the amount of \$0 were recorded at the fiscal year end.

NOTE 6. CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2019 was as follows:

	Primary Government			
	Beginning			Ending
	Balance	Additions	Reductions	Balance
Governmental activities:				
Land	\$ 73,887	\$ -	\$ -	\$ 73,887
Depreciable assets:				
Equipment	41,173	-	-	41,173
Less: Accumulated depreciation	(41,173)	-	-	(41,173)
Total depreciable assets, net	-	-	-	-
Capital assets, net	<u>\$ 73,887</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 73,887</u>

NOTE 7. OTHER INFORMATION

Risk Management

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Authority carries commercial insurance. Through the Florida League of Cities, insurance against losses are provided for the following types of risk:

- Workers' Compensation and Employer's Liability
- General and Automobile Liability
- Real and Personal Property Damage
- Public Officials Liability
- Accidental Death and Dismemberment

The Authority's coverage for Workers' Compensation is under a retrospectively rated policy. Premiums are accrued based on the ultimate cost to date of the Authority's experience for this type of risk.

NOTE 8. SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Litigation

During the ordinary course of its operation, the Authority may be a party to various claims, legal actions and complaints. These matters are covered by the Authority's Risk Management Program.

In the opinion of the Authority's management and legal counsel, there are no matters that are anticipated to have a material financial impact on the Authority.

NOTE 9. DEFINED BENEFIT/DEFINED CONTRIBUTION PENSION PLANS AND COST SHARING MULTIPLE EMPLOYER DEFINED BENEFIT PENSION PLANS – FLORIDA RETIREMENT SYSTEM PENSION PLAN AND THE RETIREMENT HEALTH INSURANCE SUBSIDY PROGRAM

Florida Retirement System

General Information - All full-time employees of the Authority hired prior to January 1, 1996, participate in the Florida Retirement System (FRS). As provided by Chapters 121 and 112, *Florida Statutes*, the FRS provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy ("HIS Plan"). Under Section 121.4501, *Florida Statutes*, the FRS also provides a defined contribution plan ("Investment Plan") alternative to the FRS Pension Plan, which is administered by the State Board of Administration ("SBA"). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, Authority school board, state university, community college, or a participating Authority or special Authority within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, *Florida Statutes*, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the Web site: www.dms.myflorida.com/workforce_operations/retirement/publications.

A. Pension Plan

Plan Description – The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program ("DROP") for eligible employees.

Benefits Provided - Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Special Risk Administrative Support class members who retire at or after age 55 with at least six years of credited service or 25 years of service

regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service. Special Risk class members (sworn law enforcement officers, firefighters, and correctional officers) who retire at or after age 55 with at least six years of credited service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% of their final average compensation based on the five highest years of salary for each year of credited service. Senior Management Service class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% of their final average compensation based on the five highest years of salary for each year of credited service. Elected Officers' class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% (3.33% for judges and justices) of their final average compensation based on the five highest years of salary for each year of credited service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular, Senior Management Service, and Elected Officers' class members, and to age 60 or 30 years of service regardless of age for Special Risk and Special Risk Administrative Support class members. Also, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Section 121.101, *Florida Statutes*, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants

Contributions – Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from October 1, 2018 through June 30, 2019 and from July 1, 2019 through September 30, 2019, respectively, were as follows: Regular— 8.26% and 8.47%; Special Risk Administrative Support— 34.98% and 38.59%; Special Risk— 24.50% and 25.48%; Senior Management Service— 24.06% and 25.41%; Elected Officers'— 48.70% and 48.82%; and DROP participants— 14.03% and 14.60%. These employer contribution rates include 1.66% and 1.66% HIS Plan subsidy for the periods October 1, 2018 through June 30, 2019 and from July 1, 2019 through September 30, 2019, respectively.

The Authority's contributions, including employee contributions, to the Pension Plan totaled \$2,875 for the fiscal year ended September 30, 2019.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At September 30, 2019, the Authority reported a liability of \$20,814 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2018. The Authority's proportionate share of the net pension liability was based on the Authority's 2018-19 fiscal year contributions relative to the 2017-18 fiscal year contributions of all participating members. At June 30, 2019, the Authority's proportionate share was 0.0000604375 percent, which was an increase (decrease) of (0.0000089391) percent from its proportionate share measured as of June 30, 2018.

For the fiscal year ended September 30, 2019, the Authority recognized pension expense of \$720. In addition the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,235	\$ 13
Changes in assumptions	5,346	-
Net difference between projected and actual earnings on Pension Plan investments	-	1,152
Changes in proportion and differences between City Pension Plan contributions and proportionate share of contributions	746	4,670
Authority Pension Plan contributions subsequent to the measurement date	310	-
Total	<u>\$ 7,637</u>	<u>\$ 5,835</u>

The deferred outflows of resources related to the Pension Plan, totaling \$310 resulting from Authority contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30	Amount
2020	\$ 541
2021	163
2022	394
2023	298
2024	77
Thereafter	19
	<u>\$ 1,492</u>

Actuarial Assumptions – The total pension liability in the July 1, 2018 actuarial valuation was determined using the following actuarial assumption, applied to all period included in the measurement:

Inflation	2.60 %
Salary increases	3.25%, average, including inflation
Investment rate of return	6.90%, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the July 1, 2019 valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation*	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.2%
Fixed income	18.0%	4.1%	4.1%	3.5%
Global equity	54.0%	8.0%	6.8%	16.5%
Real estate	10.0%	6.7%	6.1%	11.7%
Private equity	11.0%	11.2%	8.4%	25.8%
Strategic investments	6.0%	5.9%	5.7%	6.7%
Assumed Inflation - Mean			2.6%	1.7%

* As outlined in the Pension Plan's investment policy

Discount Rate - The discount rate used to measure the total pension liability was 6.90%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the Authority's proportionate share of the net pension liability calculated using the discount rate of 6.90%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.90%) or one percentage point higher (7.90%) than the current rate:

	1% Decrease 5.9%	Current Discount Rate 6.9%	1% Increase 7.9%
Authority's proportionate share of the net pension liability	\$ 35,980	\$ 20,814	\$ 8,147

Pension Plan Fiduciary Net Position - Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2019, the Authority had \$89 payable for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2019.

B. HIS Plan

Plan Description - The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, *Florida Statutes*, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided - For the fiscal year ended September 30, 2019, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions - The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2019, the HIS contribution for the period October 1, 2018 through June 30, 2019 and from July 1, 2019 through September 30, 2019 was 1.66% and 1.66%, respectively. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contribution are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Authority's contributions to the HIS Plan totaled \$2,632 for the fiscal year ended September 30, 2019.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2019, the Authority reported a liability of \$19,061 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2018. The Authority's proportionate share of the net pension liability was based on the Authority's 2018-19 fiscal year contributions relative to the 2017-18 fiscal year contributions of all participating members. At June 30, 2019, the Authority's proportionate share was 0.0001703571 percent, which was an increase (decrease) of (0.0000383395) percent from its proportionate share measured as of June 30, 2018.

For the fiscal year ended September 30, 2019, the Authority recognized pension expense of \$659. In addition the Authority reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 232	\$ 23
Changes in assumptions	2,207	1,558
Net difference between projected and actual earnings on HIS Plan investments	12	-
Changes in proportion and differences between Authority HIS Plan contributions and proportionate share of contributions	-	-
Authority HIS Plan contributions subsequent to the measurement date	76	-
Total	<u>\$ 2,527</u>	<u>\$ 1,581</u>

The deferred outflows of resources related to the HIS Plan, totaling \$76 resulting from Authority contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

<u>Fiscal Year Ending September 30</u>	
2020	\$ 371
2021	297
2022	162
2023	(118)
2024	21
Thereafter	137
	<u>\$ 870</u>

Actuarial Assumptions – The total pension liability in the July 1, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Municipal bond rate	3.50%

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the July 1, 2019, valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

Discount Rate - The discount rate used to measure the total pension liability was 3.50%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected

depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate - The following represents the Authority's proportionate share of the net pension liability calculated using the discount rate of 3.50%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.50%) or one percentage point higher (4.50%) than the current rate:

	1% Decrease 2.50%	Current Discount Rate 3.50%	1% Increase 4.50%
Authority proportionate share of the net pension liability	<u>\$ 21,759</u>	<u>\$ 19,061</u>	<u>\$ 16,814</u>

Fiduciary Net Position - Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan - At September 30, 2019, the Authority had \$82 payable for outstanding contributions to the HIS Plan required for the fiscal year ended September 30, 2019.

B. Investment Plan

The SBA administers the defined contribution plan officially titled the FRS Investment Plan. The investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, *Florida Statutes*, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Authority employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Authority Officers, etc.), as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.04 percent of payroll and by forfeited benefits of plan members. Allocations to the investment member's accounts during the 2018-19 fiscal year, as established by Section 121.72, *Florida Statutes*, are based on a percentage of gross compensation, by class, as follows: Regular class 6.30%, Special Risk Administrative Support class 7.95%, Special Risk class 14.00%, Senior Management Service class 7.67% and Authority Elected Officers class 11.34%.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an

accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2018, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Authority.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Authority did not have any participants in the Investment Plan for the fiscal year ended September 30, 2019.

NOTE 10. PRIOR YEAR ADJUSTMENTS

The prior year fund balance of the general fund was over adjusted to reflect for the sale of property and restricted cash received in the 2016 fiscal year. The following is a schedule of the changes to the fund balance and restricted cash:

	<u>Decrease</u>
Restricted cash	<u>\$ 120,480</u>
Fund balance	<u><u>\$ 120,480</u></u>

NOTE 11. SUBSEQUENT EVENTS

In March 2020, the World Health Organization made the assessment that the outbreak of a novel coronavirus (COVID-19) was characterized as a pandemic. As a result, uncertainties have arisen that may have a significant negative impact on the operating activities and results of the Country. The occurrence and extent of such an impact will depend on future developments, including (i) the duration and spread of the virus, (ii) government quarantine measures, (iii) voluntary and precautionary restrictions on travel or meetings, (iv) the effects on the financial markets, and (v) the effects on the economy overall, all of which are uncertain.

REQUIRED SUPPLEMENTARY INFORMATION

TAYLOR COUNTY DEVELOPMENT AUTHORITY
BUDGET TO ACUTAL COMPARISON STATEMENT- GENERAL FUND
For The Year End September 30, 2019

	Original and Final Budgeted Amounts	Actual Amounts	Variance Under / (Over) Final Budget
Revenues			
Intergovernmental	100,000	100,000	-
Miscellaneous income	-	1,200	1,200
Total revenues	100,000	101,200	1,200
Expenditures			
Economic development:			
Personnel costs	75,000	52,323	22,677
Legal and consulting services	4,500	16,297	(11,797)
Accounting services	11,300	7,800	3,500
Contractual services	1,200	12,115	(10,915)
Travel and meetings	4,000	9,600	(5,600)
Communications	4,800	2,912	1,888
Utility services	1,824	1,326	498
Repairs and maintenance	1,000	450	550
Promotional activities	1,000	2,206	(1,206)
Office supplies	1,500	1,245	255
Memberships and dues	300	225	75
Total economic development expenditures	106,424	106,575	(151)
Excess (deficit) of revenues over expendiutres	(6,424)	(5,375)	1,049
Fund balance, beginning of year	20,260	285,956	265,696
Prior period adjustment	-	(120,480)	-
Fund balance, end of year	\$ 13,836	\$ 160,101	\$ 266,745

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF TAYLOR COUNTY DEVELOPMENT AUTHORITY
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PROGRAM
LAST 10 FISCAL YEARS*

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required FRS contribution	\$ 2,155	\$ 2,681	\$ 5,234	\$ 5,234	\$ 4,840	\$ 3,953
Contractually required HIS contribution	1,973	2,833	2,944	2,944	2,723	2,224
Total Contractually Required Contributions	4,128	5,514	8,178	8,178	7,563	6,177
Contributions in relation to the contractually required contribution	(4,128)	(5,514)	(8,178)	(8,178)	(7,563)	(6,177)
Contribution deficiency (excess)	-	-	-	-	-	-
Administration's covered-employee payroll	44,909	80,694	95,101	95,101	102,462	103,278
Contributions as a percentage of covered-employee payroll	9.19%	6.83%	8.60%	8.60%	7.38%	5.98%

*GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, only those years for which information is available is presented.

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF TAYLOR COUNTY DEVELOPMENT AUTHORITY PROPORTIONATE SHARE OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PROGRAM
LAST 10 FISCAL YEARS*

	2019	2018	2017	2016	2015	2014
City's proportion of the FRS net pension liability (asset)	0.000060438%	0.000069377%	0.000085469%	0.000085469%	0.001163510%	0.000106705%
City's proportionate share of the FRS net pension liability (asset)	\$ 20,814	\$ 20,897	\$ 21,581	\$ 21,581	\$ 15,028	\$ 6,511
City's proportion of the HIS net pension liability (asset)	0.000170357%	0.000208697%	0.000298696%	0.000298696%	0.000337548%	0.000336435%
City's proportionate share of the HIS net pension liability (asset)	19,061	22,089	34,812	34,812	34,425	31,457
City's proportionate share of the total net pension liability (asset)	\$ 39,875	\$ 42,986	\$ 56,393	\$ 56,393	\$ 49,453	\$ 37,968
City's covered-employee payroll	\$ 44,909	\$ 80,694	\$ 95,101	\$ 95,101	\$ 102,462	\$ 103,278
City's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	88.79%	53.27%	59.30%	59.30%	48.26%	36.76%
Plan fiduciary net position as a percentage of the total pension liability	78.22%	79.86%	90.67%	92.00%	96.09%	

Note 1) The amounts presented for each year were determined as of the June 30 year end of the Florida Retirement System

*GASB 68 requires information for 10 years. However, until a full 10-year trend is compiled, only those years for which information is available is presented.

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
TAYLOR COUNTY DEVELOPMENT AUTHORITY'S PROPORTIONATE SHARE OF THE NET PENSION
LIABILITY AND REQUIRED CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PROGRAM
For the Fiscal Year End September 30, 2018

Net Pension Liability

The components of the collective net pension liability of the participating employers for each defined benefit plan for the measurement date of September 30, 2019, are shown below (in thousands):

	FRS	HIS
Total pension liability	\$ 198,012,334	\$ 11,491,044
Plan fiduciary net position	(163,573,726)	(302,045)
	<u>\$ 34,438,608</u>	<u>\$ 11,188,999</u>

Plan fiduciary net position as a percentage
of the total pension liability

The total pension liability for each plan was determined by the plans' actuary and reported in the plans' valuations dated July 1, 2019. The fiduciary net position used by the actuary to determine the net pension liability (as shown above) was determined on the same basis used by the plan. The fiduciary net position is reported in the financial statements and the net pension liability is disclosed in the notes to the financial statements. Update procedures were not used.

The HIS actuarial valuation was prepared as of July 1, 2019, and update procedures were used to determine liabilities as of July 1, 2018. The fiduciary net position used by the actuary to determine the net pension liability (as shown above) was determined on the same basis used by the Plan. The fiduciary net position is reported in the financial statements and the net pension liability is disclosed in the notes to the financial statements.

Basis for Allocation

The employer's proportionate share reported in the pension allocation schedules was calculated using accrued retirement contributions related to the reporting periods included in the System's fiscal years ending June 30, 2017, 2018 and 2019, respectively, for employers that were members of the FRS and HIS during those fiscal years. For fiscal year 2019, in addition to contributions from employers the required accrued contributions for the Division (paid on behalf of the Division's employees who administer the Plans) were allocated to each employer on a proportionate basis. The Division administers the Plans, and therefore, cannot allocate a portion of the liability to itself. Although GASB 68 encourages the use of the employers' projected long-term contribution effort to the retirement plan, allocating on the basis of historical employer contributions is acceptable. The aggregate employer contribution amounts for each fiscal year agree to the employer contribution amounts reported in the system's CAFR for that fiscal year.

The proportion calculated based on contributions for each of the fiscal years presented in the pension allocation schedules was applied to the net pension liability and other pension amounts applicable for that fiscal year to determine each employer's proportionate share of the liability, deferred outflows of resources, deferred inflow of resources and associated pension expense.

For the purposes of the pension allocation schedules, pension amounts are allocated to reporting employers. The pension amounts of participating employers whose payrolls are reported and contributions are remitted by another entity are included in the reporting employer's amounts and will be allocated to the participating employer by the reporting employer.

Actuarial Methods and Assumptions

Actuarial assumptions for both cost-sharing defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS Pension Plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Pension Plan was completed in 2014 for the period July 1, 2008 through June 30, 2013. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

The total pension liability for each cost-sharing defined benefit plan was determined using the individual entry age actuarial cost method. Inflation increases for both Plans is assumed at 2.60%. Payroll growth, including inflation, for both Plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS Pension Plan investments is 7.60%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

Because the HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 2.85% was used to determine the total pension liability for the program (Bond Buyer General Obligation 20-Bond Municipal Bond Index). Mortality assumptions for both Plans were based on the Generational RP-2000 with Projection Scale BB tables (refer to the valuation reports for more information – See Additional Financial and Actuarial Information).

The following changes in actuarial assumptions occurred in 2019:

- FRS: The long-term expected rate of return was decreased from 7.00% to 6.90%, and the active mortality assumption was updated.
- HIS: The municipal rate used to determine total pension liability was decreased from 3.87% to 3.50%.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Taylor County Development Authority
Perry, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Taylor County Development Authority, as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise Taylor County Development Authority's basic financial statements, and have issued our report thereon dated June 17, 2020

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Taylor County Development Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Taylor County Development Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of Taylor County Development Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, we identified the following deficiency in internal control over financial reporting that we consider to be a significant deficiency in internal control over financial reporting.

**Finding 2019-1
Financial Statement Preparation**

A system of internal control over financial reporting includes controls over financial statement preparation, including footnote disclosures. While your auditor can assist with the preparation of your financial statements and related footnotes, the financial statements are the responsibility of

management. A deficiency in internal control exists when the government does not have the expertise necessary to prevent, detect, and correct misstatements. A deficiency in internal control exists in instances where Taylor County Development Authority is not capable of drafting the financial statements and all required footnote disclosures in accordance with generally accepted accounting principles. Possessing suitable skill, knowledge, or experience to oversee services an auditor provides in assisting with financial statement presentation requires a lower level of technical knowledge than the competence required to prepare the financial statements and disclosures.

MANAGEMENT'S RESPONSE

We agree with this finding. We are a very small government. We currently utilize the services of our Treasurer, who maintains excellent accounting records and provides accurate monthly financial reports prepared generally on the cash basis. We likewise have confidence in our audit firm to utilize these records and prepare annual financial statements in the required formats and with all associated note disclosures. The Board of Directors reviews the annual financial reports and have the opportunity to ask the auditor any questions regarding the report prior to its formal presentation. The report is formally presented by the auditor at a scheduled meeting of the Board of Directors.

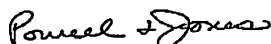
At this time, we do not believe it would be a justifiable expense to employ another accountant on either a part-time or full-time basis to prepare the annual financial statements. We thus accept this required disclosure finding and will continue to monitor this situation in the future.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Taylor County Development Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



POWELL & JONES

Certified Public Accountants

June 17, 2020

MANAGEMENT LETTER

To the Board of Directors
Taylor County Development Authority
Perry, Florida

We have audited the financial statements of the Taylor County Development Authority (the Authority) as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated June 17, 2020.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. We have issued our report on internal control over financial reporting and compliance and other matters dated June 17, 2020. Disclosures in the report, if any, should be considered in conjunction with this management letter.

However, during our audit we became aware of matters that are opportunities for strengthening internal controls and operating efficiencies. In addition to furnishing information required by Chapter 10.550, *Rules of the Auditor General*, and other compliance matters, the remaining sections of this report discuss these findings.

PRIOR YEAR FINDINGS

There were no reportable findings in the prior year.

CURRENT YEAR FINDINGS

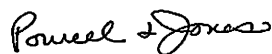
There are no reportable findings in the current year.

AUDITOR GENERAL AND OTHER COMPLIANCE MATTERS

- The *Rules of the Auditor General* [Section 10.554(1)(i)1.] requires that we determine whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report. There were no such items disclosed in the preceding audit report.
- The *Rules of the Auditor General* [Section 10.544.(1)(i)3.] requires that we address in the management letter any findings and recommendations to improve the Taylor County Development Authority financial management, accounting procedures, and internal controls. In connection with our audit we did not have any such findings or recommendations.
- The *Rules of the Auditor General* [Section 10.544(1)(i)4.] requires that we address violations of laws, regulations, contracts and grant agreements or abuse that have occurred, or are likely to have occurred, that have an effect on the determination of financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.

- The *Rules of the Auditor General* [Section 10.544(1)(i)5.] provides that the auditor may, based on professional judgment, report the following matters that are inconsequential to the determination of financial statement amounts, considering both qualitative and quantitative factors: (1) violations of laws, rules, regulations, and contract provisions or abuse that have occurred or are likely to have occurred, and (2) control deficiencies that are not significant deficiencies. In connection with our audit, we did not have any such finding.
- The *Rules of the Auditor General* [Section 10.554(1)(i)6.] requires that the name or official title and legal authority for the government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements (see Note 1 to the financial statements). There were no component units to the Taylor County Development Authority.
- The *Rules of the Auditor General* [Section 10.554(1)(i)5.(a)] requires a statement to be included as to whether or not the local government entity has met one or more of the conditions described in Section 218.503(1), *Florida Statutes*, and identification of the specific condition(s) met. In connection with our audit, we determined that the Taylor County Development Authority did not meet any of the conditions described in Section 218.503(1), *Florida Statutes* that might result in a financial emergency.
- The *Rules of the Auditor General* [Section 10.554(1)(i)7.(b)] requires that we determine whether the annual financial report for the Taylor County Development Authority for the fiscal year ended September 30, 2019 filed with the Department of Financial Services pursuant to Section 218.32(1)(a), *Florida Statutes*, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2019. In connection with our audit, we determined that these reports were in agreement.
- The *Rules of the Auditor General* [Section 10.554(1)(i)5.(a) and 10.556(7.)] require that we apply financial assessment procedures. In connection with our audit, we applied financial condition assessment procedures. It is management's responsibility to monitor the entity's financial condition, and our financial assessment was based in part on representations made by management and the review of the financial information provided by same.

Pursuant to Chapter 119, *Florida Statutes*, this management letter is a public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Taylor County Development Authority, management and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.



POWELL & JONES
 Certified Public Accountants
 June 17, 2020

INDEPENDENT ACCOUNTANT'S REPORT

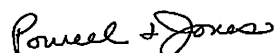
To the Board of Directors
Taylor County Development Authority
Perry, Florida

We have examined the Taylor County Development Authority's compliance with Section 218.415, *Florida Statutes*, regarding the investment of public funds during the year ended September 30, 2019. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of the Authority and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.



POWELL & JONES
Certified Public Accountants
June 17, 2020

Communication with Those Charged with Governance

To the Board of Directors
Taylor County Development Authority
Perry, Florida

We have audited the financial statements of Taylor County Development Authority for the year ended September 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Taylor County Development Authority are described Note 1 to the financial statements. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There are no sensitive estimates affecting Taylor County Development Authority financial statements.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There are no sensitive disclosures affecting the financial statements.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no such misstatements identified during our audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 17, 2020.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the governmental unit’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

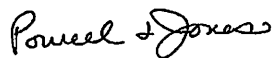
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Information in Documents Containing Audited Financial Statements

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Taylor County Development Authority and management of Taylor County Development Authority, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



POWELL & JONES
Certified Public Accountants
June 17, 2020

The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.

	Option 1		Option 2		Option 3	
	NEW		NEW		NEW	
Plan Name	BWO6-M (UHC INS 2020) Rx Plan: 570		CBT9 (UHC INS 2020-Primary Adv) Rx Plan: 570		BWQ8-M (UHC INS 2020-Traditional) Rx Plan: 570	
Product	Choice+ Legacy Insurance *		Choice+ Legacy Insurance *		Choice+ Legacy Insurance *	
Option	AQPn-M		Option 2		Option 3	
Plan Offering	Single Option		Single Option		Single Option	
Multiple Option with:	N/A		N/A		N/A	
HRA or HSA	No		No		No	
Benefits*	Network Single/Family		Network Single/Family		Network Single/Family	
Office Copay (PCP/SPC)	PCP \$20, SPC \$35		PCP 0%, SPC \$75		PCP \$20, SPC \$35	
Hospital Copays	OP D&C, IP D&C		OP D&C, IP D&C		OP D&C, IP D&C	
UC/ER/Major Diag Copay	UC \$75, ER D&C, MD \$150		UC \$75, ER 250 POD, MD D&C		UC \$75, ER D&C, MD \$150	
Other	N/A		N/A		N/A	
Deductible	\$500/\$1,000 (Emb)		500/1,000 (Emb)		1,000/2,000 (Emb)	
Coinsurance	80%		80%		80%	
Out-of-Pocket	\$4,000/\$8,000		6,000/12,000		\$4,000/\$8,000	
Pharmacy	UHC \$10/35/70 2.5 MO (Adv PDL)		UHC \$10/35/70 2.5 MO (Adv PDL)		UHC \$10/35/70 2.5 MO (Adv PDL)	
	Out of Network Single/Family		Out of Network Single/Family		Out of Network Single/Family	
Deductible	\$2,000/\$4,000 (Emb)		2,000/4,000 (Emb)		\$2,000/\$4,000 (Emb)	
Coinsurance	50%		50%		50%	
Out of Pocket	\$16,000/\$32,000		12,000/24,000		\$16,000/\$32,000	
Enrollment						
Employee	122		122		122	
Employee + Spouse	27		27		27	
Employee + Child(ren)	20		20		20	
Employee + Family	32		32		32	
Total	201		201		201	
	Rates (Billed)		Rates (Billed)		Rates (Billed)	
Rates	Current	Proposed	Current	Proposed	Current	Proposed
Employee	\$778.37	\$778.36		\$698.63		\$738.77
Employee + Spouse	\$1,907.01	\$1,906.99		\$1,711.65		\$1,809.99
Employee + Child(ren)	\$1,447.77	\$1,447.75		\$1,299.45		\$1,374.11
Employee + Family	\$2,342.91	\$2,342.88		\$2,102.89		\$2,223.71
Monthly Cost	\$250,379	\$250,376		\$224,729		\$237,641
Annual Cost	\$3,004,547	\$3,004,510		\$2,696,747		\$2,851,687
Change from Current	0.0%		-10.2%		-5.1%	

Products assumed for uBundle are Dental.

*High level benefit summary. Please see your plan summary for more detailed benefit description.

POD = Benefit paid as follows: Per Occurrence Deductible, then plan deductible and coinsurance.

LTD # = the number of services covered at that copay, after the limit plan deductible and coinsurance will apply, note PCP and SPC may be combined (see benefit summary)

Day x# = the max number of days the copay will apply

For markets moving to service fees, current rates (for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.

Recommended

	Humana		UnitedHealthcare Insurance Company Primary Plan			MetLife			Cigna			Ameritas		
	Current		Incentive PPO			Dental Option 1			Total Cigna DPPO (DPPO Advantage & DPPO)			Fusion Proposal		
	In Network	Out of Network	In Network	Out of Network		In Network	Out of Network		Cigna DPPO Advantage In	Cigna DPPO In Network	Out of Network	In Network	Out of Network	
Preventive/Diagnostic Services			100%			100%	80%					100%	80%	
Periodic Oral Evaluation	100%	80%	100%	80%		100%	80%		100%	80%	80%	100%	80%	
Radiographs	100%	80%	100%	80%		100%	80%		100%	80%	80%	100%	80%	
Dental Prophylaxis (Cleaning)	100%	80%	100%	80%		100%	80%		100%	80%	80%	100%	80%	
Fluoride Treatment	100%	80%	100%	80%		100%	80%		100%	80%	80%	100%	80%	
Sealants	100%	80%	100%	80%		100%	80%		100%	80%	80%	100%	80%	
Space Maintainers	100%	80%	100%	80%		100%	80%		100%	80%	80%	100%	80%	
Basic Services	80%	50%	80%			80%	50%					80%	50%	
Restorations (Amalgams or Composite)*	80%	50%	80%	50%		80%	50%		80%	50%	50%	80%	50%	
Simple Extractions	80%	50%	80%	50%		80%	50%		80%	50%	50%	80%	50%	
Oral Surgery (incl. surgical extractions)	80%	50%	80%	50%		80%	50%		80%	50%	50%	80%	50%	
Major Services	50%	50%	50%			50%	50%					50%	50%	
Periodontic/Endodontics	50%	50%	50%	50%		50%	50%		50%	50%	50%	50%	50%	
Inlays/Onlays/Crowns	50%	50%	50%	50%		50%	50%		50%	50%	50%	50%	50%	
Dentures and Removable Prosthetics	50%	50%	50%	50%		50%	50%		50%	50%	50%	50%	50%	
Fixed Partial Dentures (Bridges)	50%	50%	50%	50%		50%	50%		50%	50%	50%	50%	50%	
Implants	50%	50%	50%	50%		50%	50%		50%	50%	50%	50%	50%	
Orthodontic Services														
Orthodontia	50%	50%	50%	50%		50%	50%		50%	50%	50%	50%	50%	
Orthodontia Eligibility	Adult/Child		Adult/Child			Adult/Child	Adult/Child		Child up to age 19			Adult/Child	Adult/Child	
Deductible/Annual Max														
Calendar Year Individual Deductible/Family	\$50/\$150	\$50/\$150	\$50/\$150	\$50/\$150		\$50/\$150	\$50/\$150		\$50/\$150			\$50/\$150	\$50/\$150	
Deductible applies to Diagnostic/Preventive	No	No	No	No		No	No		No			No	No	
Calendar Year Annual Max	\$1500 (30% coinsurance after max is met - excludes orthodontia)		\$1,500	\$1,500		\$1,500	\$1,500		\$1,500			\$1,500	\$1,500	
Lifetime Ortho Max	\$1,500	\$1,500	\$1,500	\$1,500		\$1,500	\$1,500		\$1,500			\$1,500	\$1,500	
Rates														
Employee	76	\$27.42	76	\$25.61	-6.60%	76	\$26.23	-4.34%	76	\$26.73	-2.52%	76	\$31.74	15.75%
Employee + Spouse	17	\$54.85	17	\$51.23	-6.60%	17	\$52.47	-4.34%	17	\$53.47	-2.52%	17	\$64.56	17.70%
Employee + Child(ren)	6	\$79.92	6	\$74.64	-6.61%	6	\$76.45	-4.34%	6	\$77.90	-2.53%	6	\$78.53	-1.74%
Employee + Family	22	\$110.11	22	\$102.84	-6.60%	22	\$105.33	-4.34%	22	\$107.33	-2.52%	22	\$111.36	1.14%
Total	121		121			121			121			121		
Monthly Premium	\$5,918.31		\$5,527.59		-6.60%	\$5,661.43		-4.34%	\$5,769.13		-2.52%	\$6,430.86		8.66%
Annual Premium	\$71,019.72		\$66,331.08	(\$4,688.64)	-6.60%	\$67,937.16	(\$3,082.56)	-4.34%	\$69,229.56	(\$1,790.16)	-2.52%	\$77,170.32	\$6,150.60	8.66%
Incentives/Discounts/ Addition Programs Included			Eligible for uBundle: See Below for Savings Includes SmileDirectClub						Oral Health Integration Program Healthy Rewards Discount Card			Dental Rewards (Annual Maximum Carryover) Lasik Advantage Hearing Care Eye Care (\$100 Maximum)		

	Humana		UnitedHealthcare Insurance Company Primary Plan	Metlife	Cigna	Ameritas
	Current		Incentive PPO	Dental Option 1	Total Cigna DPPO (DPPO Advantage & DPPO)	Fusion Proposal
Participation Requirements			Minimum of 8 EEs	65% and at least 10 covered lives		50%
Dependent Children Coverage			To Age 30	To Age 30	To Age 26	
Rate Guarantee			12 Months		12 Months	12 Months
Waiting Period	12 Month - Orthodontic (Late Entrant: 12 months on Basic, Major & Orthodontia)		12 Month - Orthodontic New Enrollees Only	Benefits payable immediately from the start date of individual's benefits	Late Entrant Limit: 50% on Major & Orthodontia (if applicable) and 12 month on Implants	12 Month - Orthodontic New Enrollees Only
OON Reimbursement	UCR 90th Percentile		UCR 90th Percentile	UCR 90th Percentile	UCR 90th Percentile	UCR 90th Percentile
Provider In-Network: Yes or No						
Dr. Joseph Fuller		No	No	Yes	Yes	Yes
Morgan Dentistry		Yes	Yes	No	Yes	Yes
Taylor Dental		Yes	Yes	Yes	No	Yes
Madison Dental	Dr. Clint Rogers	No	Yes	Yes	Yes	Yes
Shaw Dental in Madison	Dr. Roderick Shaw	No	Yes	Yes	Yes	Yes
Precision Dentistry of Live Oak	Dr. Lindsay Kulczynski	Yes	Yes	Yes	Yes	Yes
Dr. Herbert Mantooth in Live Oak		Yes	Yes	Yes	Yes	Yes
Suwannee Valley Dental	Dr. Constantinos Soldatos	Yes	Yes	Yes	Yes	Yes
Notes:	Fluoride Treatment	through age 14	Age 16 and under	Under age 15	Under age 19	16 and under
	Sealants	through age 14	Age 16 and under	Under age 15	Up to age 14	16 and under
	Space Maintainers	through age 14	Age 16 and under	Under age 15	Under age 19	Not Stated

First Year	
UHC uBundle 2% Savings	
UHC Monthly Medical Premiums	\$246,704.98
UHC Annual Medical Premiums	\$2,960,459.76
2% uBundle Annual Savings*	\$59,209.20
Subsequent Year(s)	
UHC uBundle 1% Savings when medical and dental renew	
UHC Monthly Medical Premiums	\$246,704.98
UHC Annual Medical Premiums	\$2,960,459.76
1% uBundle Annual Savings*	\$29,604.60
*Savings based on current Medical Premiums	



Powell & Jones
Certified Public Accountants

Richard C. Powell, Jr., CPA
Marian Jones Powell, CPA

1359 S.W. Main Blvd.
Lake City, Florida 32025
386 / 755-4200

Fax: 386 / 719-5504
admin@powellandjonescpa.com

July 23, 2020

Honorable Annie Mae Murphy
Clerk of Courts
P.O. Box 620
Perry, Florida 32348

Dear Ms. Murphy:

As provided in our contract with the County, I am submitting our proposal to extend our audit services contract with the County for an additional three years. Our proposed audit fee for the County will increase approximately 2.5% per year over the next three years. This is in spite of both inflation and growth in the County's financial operations.

Our fee proposal is as follows:

	Fiscal Year Ended		
	9/30/2020	9/30/2021	9/30/2022
Total fee	\$ 50,225	\$ 51,500	\$ 52,750

These fees will include auditing all grants received by the County, including the recent funding with the CARES Act. These fees continue to represent a good value to the County in that they are approximately one third less than the average audit fees paid by Baker, Dixie, Gilchrist, Levy and Wakulla Counties, which are comparable in size to Taylor County.

All other provisions of the contract will remain the same, including the County's option to cancel the contract at the end of any year if not satisfied.

We appreciate the opportunity to be of continued service to the County. If you have any questions, please let us know. If you agree with the terms of this contract extension, please advise and we will forward a contract extension.

Very truly yours,

POWELL & JONES, CPAs

Cindy Mock

From: Dannielle Welch <dwelch@taylorclerk.com>
Sent: Wednesday, July 29, 2020 8:02 AM
To: Cindy Mock/Clerk
Subject: FW: Audit Extension Proposal
Attachments: SKM_658e20072011500.pdf

Cindy:

Please give to Annie Mae --- Richard emailed this to me --- they are requesting another 3 year agreement.

Thanks!
Dannielle

From: richard@powellandjonescpa.com [mailto:richard@powellandjonescpa.com]
Sent: Thursday, July 23, 2020 1:09 PM
To: Dannielle Welch <dwelch@taylorclerk.com>
Subject: Audit Extension Proposal

Dannielle,
Please forward/give this to Annie Mae whenever it is convenient.
Thank you,
Richard

----- Original Message -----

Subject: [FWD: Message from KM_658e]
From: "elaine@powellandjonescpa.com" <elaine@powellandjonescpa.com>
Date: 7/23/20 12:53 pm
To: "richard@powellandjonescpa.com" <richard@powellandjonescpa.com>

Elaine Hundley
1359 S.W. Main Blvd.
Lake City, Florida 32025
(386) 755-4200, ext. 10
(386) 719-5504

POWELL & JONES, CPAs

This message may contain confidential and/or proprietary information, and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

----- Original Message -----

Subject: Message from KM_658e
From: elaine@powellandjonescpa.com
Date: Mon, July 20, 2020 12:50 pm
To: elaine@powellandjonescpa.com

05-13-20 (Updated from last memo dated 12-16-19 and original memo dated 01-23-19)

To: Mrs. Annie Mae Murphy, Clerk of Court

From: Clyde Hendry, County Probation Auditor

Recommended changes to current contract with East Coast Court Services, LLC:

On page 2, item O: change time frame for reporting new law violations to the Court in a VOP from within one (1) day of the probationer's arrest to within five (5) days. It is often difficult to obtain necessary information to comply with a one (1) day requirement, especially for an arrest that occurs in another county or state. Five (5) business days should be reasonable and attainable, and would not include weekends and holidays when the probation office would be closed.

On page 3, item P: requires East Coast to maintain a list of acceptable service providers for probation related services. Recommended change: Determine who is responsible for approving the various service providers, the Judge or East Coast, and require each provider to submit certification to that individual or agency to verify their qualifications as a non-profit organization. Provide the Clerk and the Board of County Commissioners with a copy of this list once approved, and any updates that may follow during the contract period.

Require East Coast to conduct a 30 day pre-termination review to determine if any conditions of the Order of Probation have not been fulfilled, and submit violation reports accordingly within that time frame. Many cases that have been reviewed showed that certificates of completion for treatment programs, DUI courses, stoplifting.com courses, CSW, etc., are not being completed until the very end of probation, some even up to the last day. Also, monetary obligations are supposed to be paid in full within 30 days of termination. In many cases, payment of monies due to the Clerk are not being rec'd until weeks and months after a case terminates. A copy of the pre-termination review form should be provided to the Clerk to either certify that all conditions of probation have been satisfied, or those conditions that have not been satisfied would be identified in a VOP. It is recommended that East Coast collaborate with the Clerk to develop a format for this form that is agreeable to both parties.

Along with any request for early termination of probation, require East Coast to provide verification to the Court that all monies due to the Clerk have been paid in full and rec'd. by the Clerk. There have been a few cases in which early termination was granted that still owed monies to the Clerk, some of which have never been paid.

If a case is allowed to terminate without all monies due to the Clerk and/or victim being paid in full, and a VOP was not properly filed with the Clerk by East Coast, then East Coast becomes responsible for any monies due to the Clerk and/or victim. In a few cases reviewed, an unsigned Affidavit for Violation of Probation was found in the East Coast file with a notation that it went to the Judge on a particular date, but a VOP was never filed with the Clerk. There needs to be a system of follow up by East Coast to verify that VOP's are being signed by the Judge and filed with the Clerk. Otherwise, the probation terminates and no one has any further jurisdiction in the case.

Page 2, recommended changes to East Coast contract:

On page 2, item E, #4, If a case is ordered to perform CSW hours, these hours should be performed at a non-profit type agency (can include churches), in a manner that will benefit the citizens of the community. East Coast will provide a list of approved sites where CSW hours can be performed locally to the Clerk of Court and the Board of County Commissioners. This list can be updated periodically as needed. For any hours that may be performed in another county, East Coast should apply the same criteria as designated for hours performed locally. Proof of completion of CSW hours should be filed with the Clerk prior to the termination date of supervision.

If East Coast receives a payment from a probationer by the last day of a month, that payment, or any portion thereof due to the Clerk, would be included in the payment from East Coast to the Clerk by the 10th day of the following month.

If a probationer has concurrent sentences in other cases, East Coast will only collect one \$40.00 monthly supervision fee from that probationer during the time that individual is on probation.

Upon termination of a case, East Coast will submit their file to the Clerk. The Clerk will have the option to maintain these files separately or merge them with the Clerk's file.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Resolution between the Board and Escambia County Housing Finance Authority to continue to be a participating county in the their housing authority which provides mortgage loans to first-time homebuyers.

MEETING DATE REQUESTED:

August 3, 2020

Statement of Issue: Board to approve Resolution to continue to participate in the Escambia County Housing Finance Authority Program.

Recommended Action: Board to approve Resolution

Fiscal Impact: Not applicable

Budgeted Expense: Y/N N/A

Submitted By: Melody Cox , Grants Writer

Contact: Randy Wilkerson with Escambia Housing Finance Authority 850-982-7608

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has participated in the Authority since 2012. This program has no impact on the County's SHIP or CDBG housing rehabilitation programs and there is no cost to the County to participate. In addition to the agenda materials, Mr. Wilkerson will be participating in the meeting remotely and will be available to answer any questions the Board or citizens may have.

Attachments: Resolution and information on the Authority.

7

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, GRANTING CONTINUING "AREA OF OPERATION" AUTHORITY TO THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY TO OPERATE ITS TBA PROGRAM, SINGLE FAMILY BOND AND MORTGAGE CREDIT CERTIFICATE PROGRAMS WITHIN TAYLOR COUNTY, FLORIDA; PROVIDING A TERM; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part IV of Chapter 159, Florida Statutes (the "*Act*"), authorizes the creation of housing finance authorities within the State of Florida (the "*State*") for the purpose of issuing revenue bonds to assist in relieving the shortage of housing available at prices or rentals which many persons and families can afford; and

WHEREAS, the Escambia County Housing Finance Authority (the "*Escambia Authority*") and the Taylor County Board of County Commissioners (the "*Taylor Board*") have cooperated for many years to operate programs to address such housing shortage in Escambia County, Florida, and Taylor County, Florida, as well as certain other counties that may also participate in such programs (collectively, the "*Participating Counties*"); and

WHEREAS, the Escambia Authority has heretofore approved a Single Family Mortgage Loan Program (the "*TBA Program*") pursuant to which Mortgage Loans are originated pursuant to a Program Invitation and Parameters dated as of July 1, 2012, as amended and supplemented, and a Master Mortgage Origination Agreement dated as July 1, 2012 as amended and supplemented, and in order to enhance the efficiency of the TBA Program, the Escambia Authority authorized the interim purchase by the Escambia Authority (directly by the Escambia Authority or pursuant to a warehousing arrangement) Mortgage-Backed Securities backed by Mortgage Loans originated under the TBA Program, and further authorized the subsequent sale thereof by the Escambia Authority into the TBA market, and, following the issuance of a series of Bonds, the purchase by the trustee under the trust indenture securing such series of Bonds of any then available Mortgage-Backed Securities; and

WHEREAS, the Escambia Authority has from time to time issued certain Single-Family Mortgage Revenue Bonds (Multi-County Program), in multiple series to fund single family mortgage loans to first-time homebuyers (collectively, the "*Mortgage Loan Bond Program*"); and

WHEREAS, pursuant to the authority of Section 159.603, Florida Statutes and in order to increase operational efficiencies, provide for a wider allocation of fixed expenses, and gain economies of scale in order to decrease the cost of borrowing, the Escambia Authority has from time to time been granted area of operation authority pursuant to official action of the governing

bodies of the Participating Counties to extend the Mortgage Loan Bond Program and/or the TBA Program to fund mortgages for the purchase of homes located within such Participating Counties, and

WHEREAS, the Escambia Authority has operated the TBA Program and/or the Mortgage Loan Bond Program within many of the Participating Counties since 2012 and has agreed to offer the TBA Program and/or the Mortgage Loan Bond Program within Taylor County; and

WHEREAS, Mortgage Credit Certificates (“MCC”) are authorized by Congress pursuant to Section 25 of the Internal Revenue Code of 1986, which authorizes housing finance authorities to issue MCC as an alternative to issuing single family revenue bonds; and

WHEREAS, the MCC is a nonrefundable federal income tax credit which acts to reduce an eligible borrower’s federal income taxes, effectively creating additional income for the borrower to use in making mortgage payments; and

WHEREAS, the Escambia Authority from time to time may offer to homebuyers in the Participating Counties the benefits of a MCC Program in connection with the Escambia Authority’s operation of the TBA Program within Escambia County and the Participating Counties; and

WHEREAS, the Taylor Board desires to secure the benefits of the Mortgage Loan Bond Program, the TBA Program and/or the MCC program to benefit the citizens and residents of Taylor County,

NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA:

Section 1. Operation of the TBA Program. Pursuant to the authority of Sections 163.01, 159.608 and 125.01, Florida Statutes, the Escambia Authority is hereby granted non-exclusive “area of operation” authority to operate the TBA Program within Taylor County for the benefit of the citizens and residents of Taylor County. The Escambia Authority shall have full authority and responsibility to carry out the TBA Program in accordance with the parameters established by the Escambia Authority and the provisions of applicable law.

Section 2. Operation of the Mortgage Loan Bond Program. Pursuant to the authority of Sections 159.608 and 125.01, Florida Statutes, the Escambia Authority is hereby granted non-exclusive “area of operation” authority to operate the Mortgage Loan Bond Program within Taylor County for the benefit of the citizens and residents of Taylor County. The Escambia Authority shall have full authority and responsibility to carry out the Mortgage Loan Bond Program in accordance with the parameters established by the Escambia Authority and the provisions of applicable law.

Section 3. MCC Program. Pursuant to the authority of Sections 163.01, 159.608 and 125.01, Florida Statutes, the Escambia Authority is hereby granted non-exclusive "area of operation" authority to operate its MCC Program within Taylor County for the benefit of the citizens and residents of Taylor County. The Escambia Authority shall have full authority and responsibility to carry out the MCC Program in accordance with the parameters established by the Escambia Authority and the provisions of applicable law.

Section 3. Term. The "area of operation" authority hereby granted to the Escambia Authority shall continue until such time as it may be terminated by Resolution of the Taylor Board upon not less than ten (10) days written notice to the Escambia Authority.

Section 4. Repealing Clause. All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption this ____ day of _____, 2020.

{SIGNATURE PAGE FOLLOWS}

DULY ADOPTED by the Board of County Commissioners, this ____ day of _____, 2020.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

(SEAL)

By: _____
Pam Feagle, Chair
Board of County Commissioners

ATTEST:
CLERK OF COURT
TAYLOR COUNTY, FLORIDA

By: _____
County Clerk

APPROVED AS TO FORM:
TAYLOR COUNTY ATTORNEY'S OFFICE

By: _____
County Attorney

RECOMMENDATION

That the Board of County Commissioners (i) adopt a Resolution, in substantially the form attached, granting area of operation authority to the Escambia County Housing Finance Authority for purpose of operating the Authority's Single-Family Mortgage Loan Programs within Taylor County, Florida; and (ii) authorize the Chairman to execute the Resolution.

BACKGROUND

Taylor County has actively partnered with the Escambia County Housing Finance Authority (the "Authority") to utilize the Authority's multifamily bonds for purpose of improving the rental housing stock within the County for the benefit of the very low, low and moderate income residents of such rental housing facilities. Most recently, the Board approved the issuance of multifamily bonds for the acquisition and substantial rehabilitation of Perrytown Apartments located in Taylor County. Building upon this partnership, the Authority now wishes to extend its Single-Family Mortgage Loan Program (the "Mortgage Loan Program") for the benefit of the residents of Taylor County.

The Authority presently offers its Mortgage Loan Program in twenty participating counties across Florida. The Authority's Mortgage Loan Program is designed to provide desirable interest rates, together with down payment assistance, to enable income-qualified first-time homebuyers to purchase affordable homes.

The Authority continually monitors financing alternatives for delivery of its Mortgage Loan Program. These financing alternatives include, from time to time, the issuance of single-family mortgage revenue bonds, operation on a "to-be-announced" or "TBA" basis, and/or the issuance of mortgage credit certificates. These financing mechanisms are selectively utilized to finance the Authority's Mortgage Loan Program over time based on the option that is most effective in keeping mortgage rates as low as possible. Adoption of the Resolution by the Taylor County Board, as recommended, allows the Authority to offer the Mortgage Loan Program through either the TBA markets or the bond markets, as appropriate, and the option to offer an MCC Program.

The Authority's Mortgage Loan Program is provided by the Authority at no cost to Taylor County. In the event the Authority decides to issue mortgage revenue bonds in connection with the Mortgage Loan Program, such bonds do not obligate any participating county in any way, and it is not necessary to hold a Tax Equity and Fiscal Responsibility Act ("TEFRA") hearing in each participating county. Additionally, issuance of any bonds by the Authority will not require any private activity bond allocation from Taylor County.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO CONSIDER APPROVAL OF THE FDOT DESIGN PORTION OF A LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH RD (CR 361) FROM PERRY TO STEINHATCHEE

MEETING DATE REQUESTED:

August 3, 2020

Statement of Issue: The Beach Road (CR 361) from Steinhatchee to its intersection with US HWY 19/98 at the north end has experienced several traffic related incidents. The proposed project is an effort to address those safety concerns.

Recommended Action: The Board should approve the Local Agency Program Agreement for the design phase of the Beach Road Safety Improvement Project.

Fiscal Impact: FISCAL YR 2019/20 - FDOT EXPENSE: \$2,982.00

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners received a request from FDOT on July 21, 2020 regarding a proposed Local Agency Program (LAP) project for the design phase of a project to implement various safety measures along Beach Road (CR 361) to address historical traffic incidents. The attached agreement obligates Taylor County to manage the to be selected FDOT design consultant, develop a bid package and ultimately select the construction contractor at a later date. Funding for this and subsequent portions of the project will be provided by FDOT in the form of federal funding.

On March 1, 2019 and in coordination with Element Engineering, Staff submitted an application under the Highway Safety Improvement Program to address issues contributing to various crashes along the Beach Road roadway. These crashes ranged in severity and cause from vehicle/property damage up to and including fatalities. The typical corrective measure will entail upgrading signage and pavement markings along with other additional measures that will include guardrail upgrades.

Staff recommends that the Commission approve the proposed Design Phase Safety Improvement Project LAP Agreement and further approve adopting a Resolution authorizing the Commission Chair to execute the agreement on behalf of the Commission.

Options:

- 1) Accept and approve the Local Agency Program Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Agreement and state reasons for such denial.

Attachments:

Authorizing Signature Resolution

Local Agency Program Agreement – Design Phase

Project Location(s) Map

RESOLUTION NO. _____

***Design Phase - Beach Road Safety Improvement LAP Project
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 a Local Agency Program Agreement to address safety improvements along the Beach Road roadway from Steinhatchee, FL to its intersection with US HWY 19/98 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 the Local Agency Program Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Design Phase of the Beach Rd Safety Improvement Local Agency Program Agreement.

PASSED in regular session this ____ day of _____, 2020.

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

BY: _____

PAM FEAGLE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROGRAM MANAGEMENT
OGC/OOC- 09/19
Page 1 of 15

FPN: 445563-1-38-02	FPN: _____	FPN: _____
Federal No (FAIN): D220 055 B	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: ACLD	Fund: _____	Fund: _____
Org Code: 55023010248	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: 780000	FLAIR Obj: _____	FLAIR Obj: _____

County No:38 Contract No: _____

Recipient Vendor No: F596000879041 Recipient DUNS No: 065887796

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Taylor County ("Recipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the project management of the design phase of improvements of the signage and pavement markings on CR361(Beach Road) from SR51(1st Ave South) to US98, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 2,982.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,982.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

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It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017,

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Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

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- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air

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Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

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- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signal systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

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- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

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

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

RECIPIENT Taylor County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Greg Evans
Title: District 2 Secretary

Legal Review:

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445563-1-38-02

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Taylor County

(the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 16.849 miles on 38514000 from 0.270 to 17.119 & 18.312 miles on 38590000 from 0.000 to 18.312.

PROJECT DESCRIPTION: Design of safety improvements on CR361(Beach Road) from SR51(1st Ave South) to US98

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by - N/A.
- b) Design to be completed by - 12/31/2022.
- c) Right-of-Way requirements identified and provided to the Department by - 4/30/2022.
- d) Right-of-Way to be certified by - 6/30/2022.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Taylor County will provide project management of a consultant contract for design services that has been procured by the Department.

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Taylor County 201 East Green Street Perry, FL 32347-2737	FINANCIAL PROJECT NUMBER: 445563-1-38-02
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: 2021 (ACLD)	\$ 2,982.00	\$ _____	\$ _____	\$ 2,982.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 2,982.00	\$ 0.00	\$ 0.00	\$ 2,982.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 2,982.00	\$ 0.00	\$ 0.00	\$ 2,982.00

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.

Cassandra Lamey
District Grant Manager Name

Signature _____ Date _____

Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT “D”

RECIPIENT RESOLUTION

The Recipient’s Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT “E”

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$2,982.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>

EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

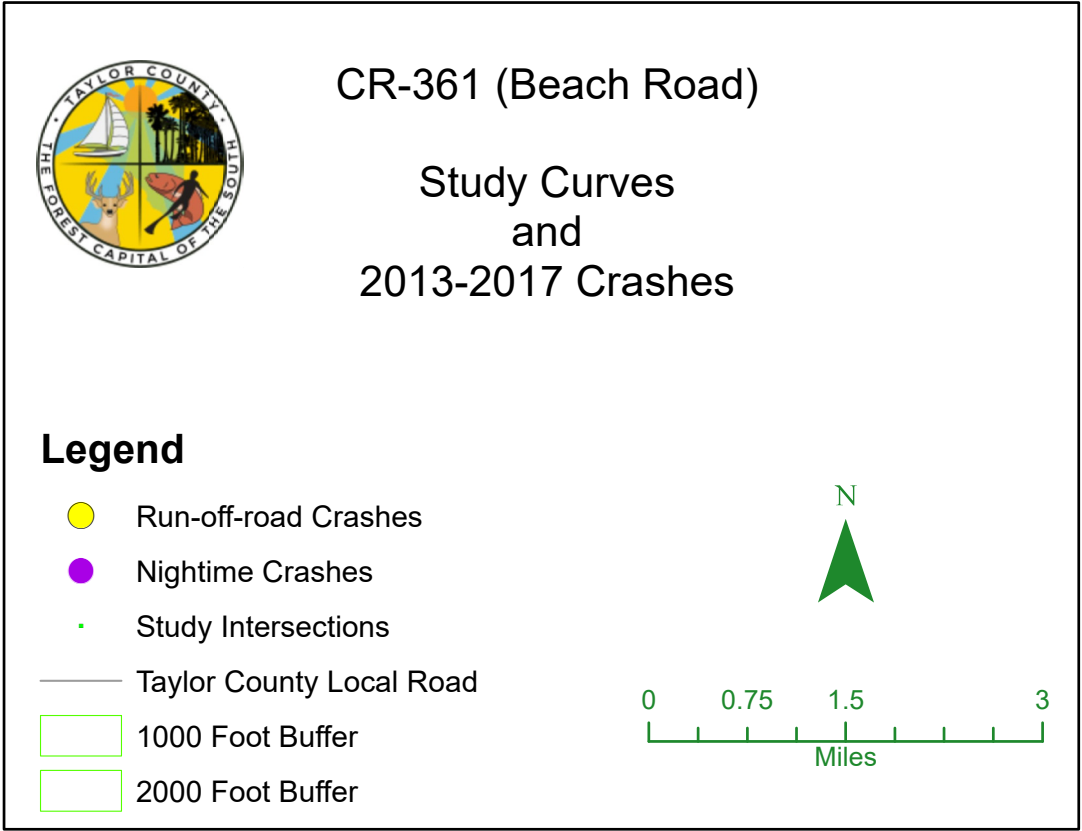
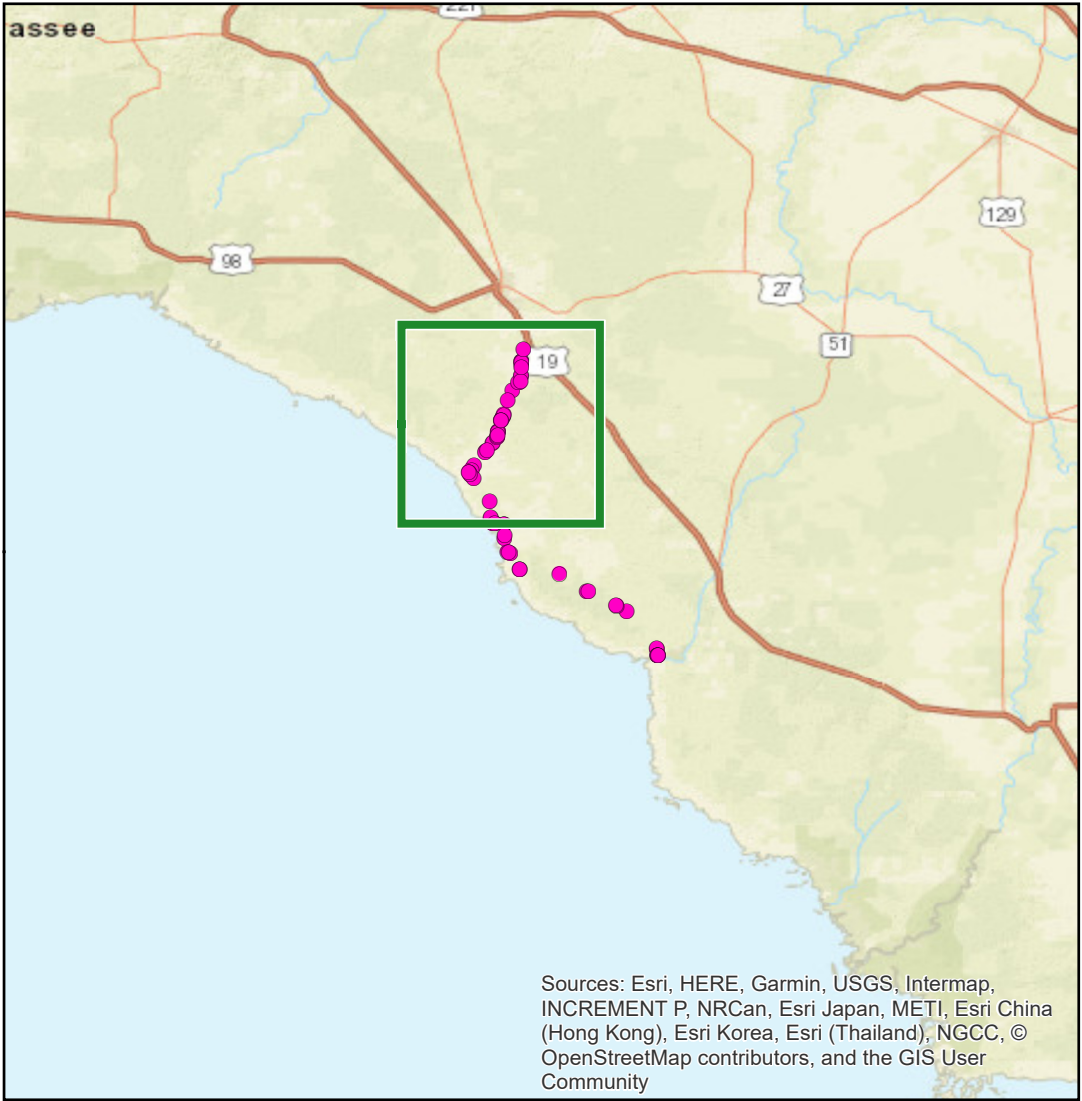
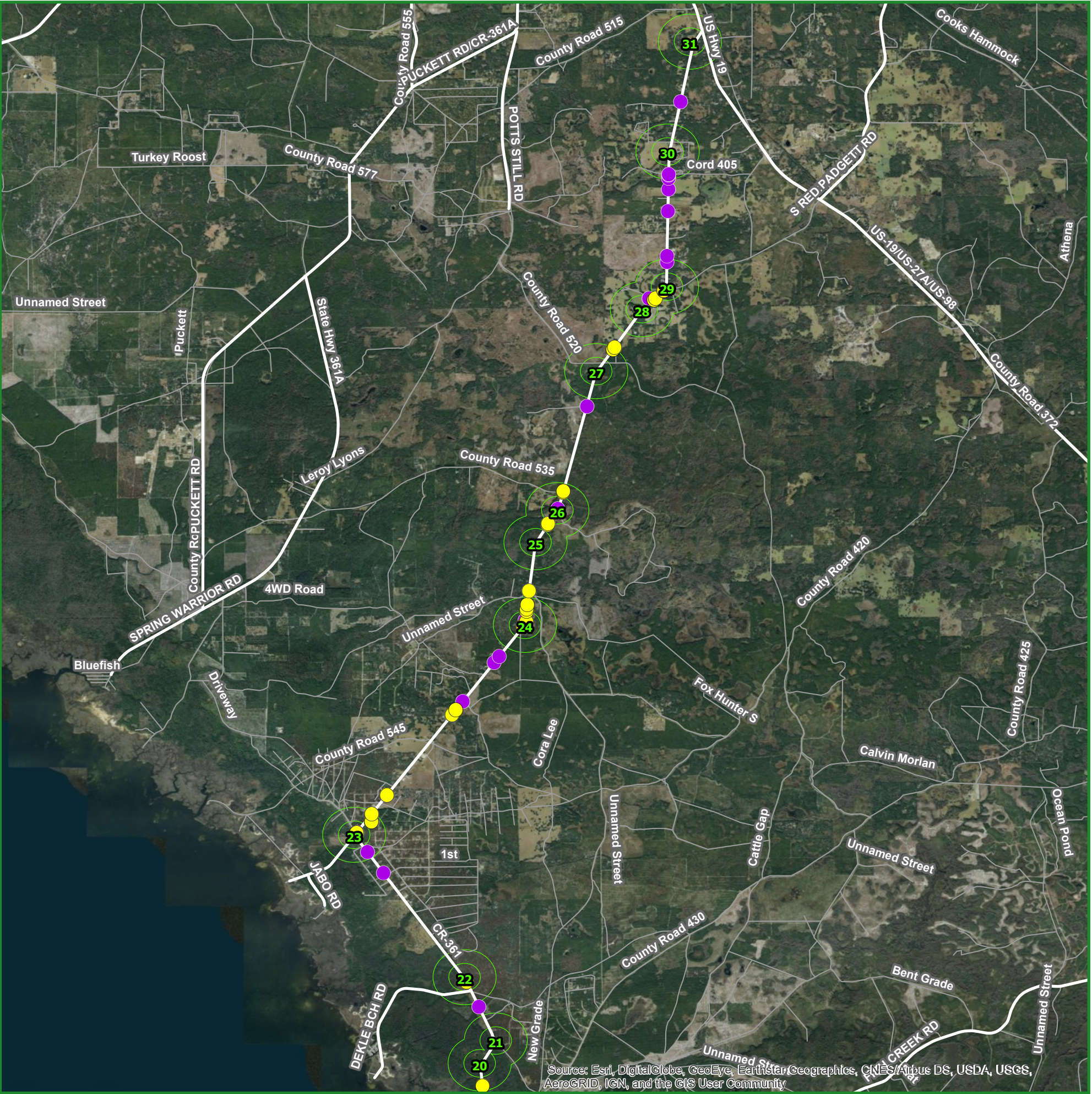
(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

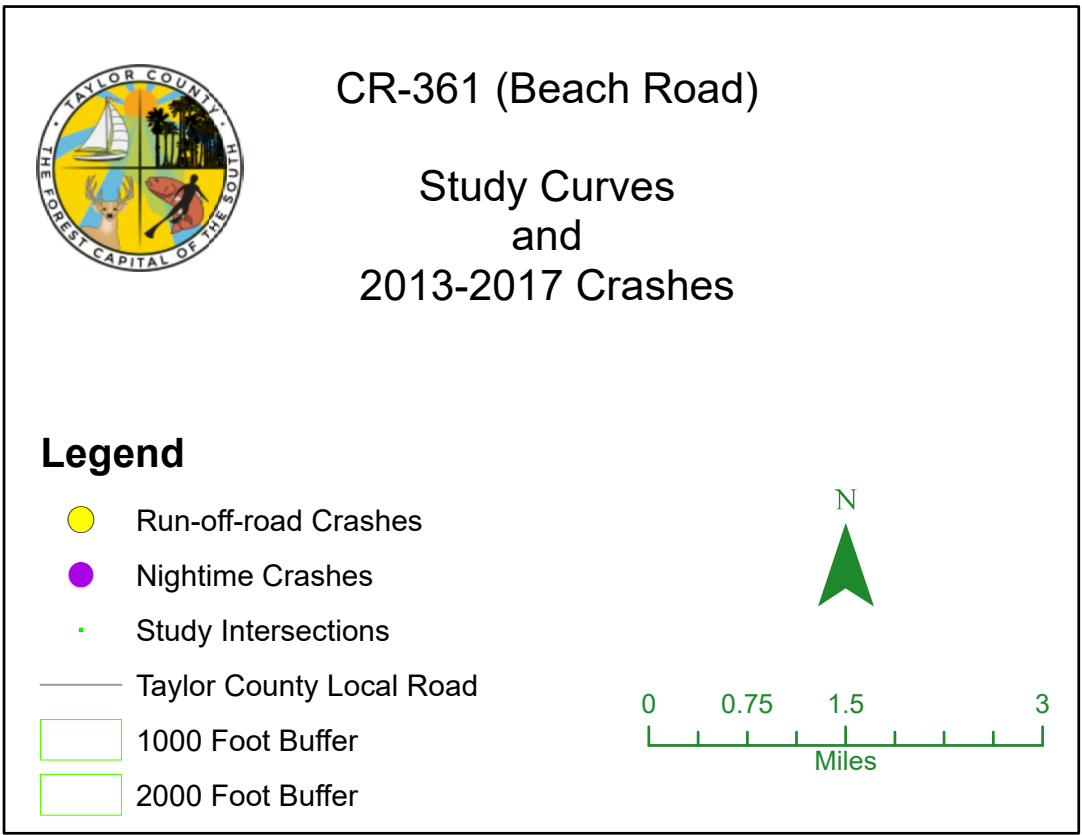
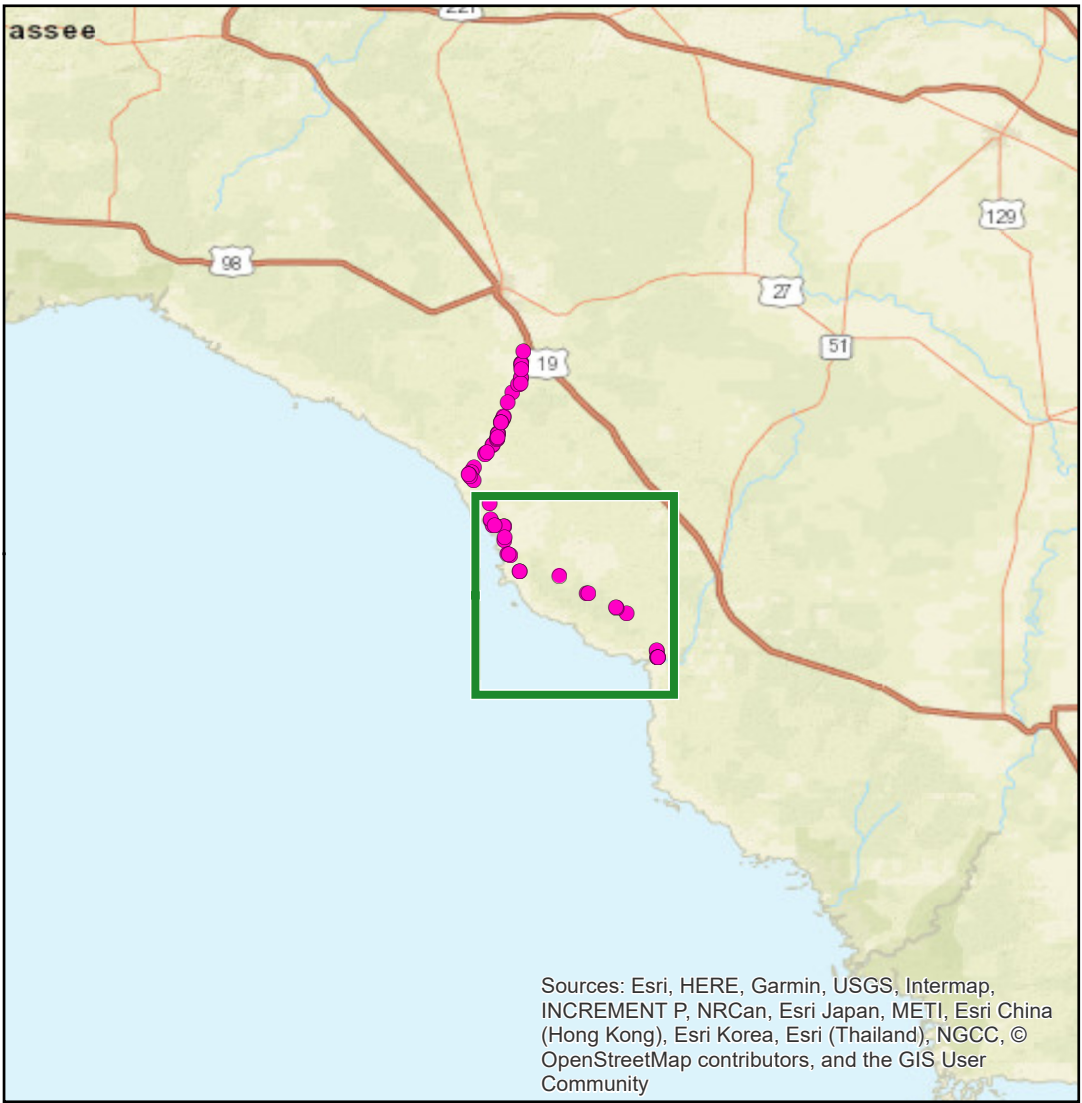
(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.





TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify grant application to the Florida Department of Economic Opportunity (FDEO) Rebuild Florida CDBG Mitigation (CDBG-MIT) Grant Program Phase 2 requesting funding assistance for a planning grant for the preparation of a county wide stormwater and drainage management plan.

MEETING DATE REQUESTED:

August 3, 2020

Statement of Issue: Board to ratify the grant application to the FDEO Rebuild Florida CDBG- MIT Phase 2 grant program requesting funding assistance for the development of a countywide stormwater and drainage management plan.

Recommended Action: Ratify grant application to the CDBG-MIT Phase 2 grant program.

Fiscal Impact: The County requested funding assistance in the amount of \$400,000 with no match required from the County.

Budgeted Expense: Y/N This project is not budgeted at this time and there is no cash match which will be required from the County.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox and Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDEO Rebuild Florida CDBG-MIT Phase 2 grant program is for designated counties impacted by Hurricanes Irma and Hermine. The Phase 2 grant is for planning grants for projects such as stormwater and floodplain management, flood protection, resiliency planning, comprehensive and community development plans, and regional mitigation plans. There are three phases in the CDBG-MIT program. The first phase was to "harden" and protect critical facilities to remain operational in a future weather or disaster related event and the County submitted application for the jail generator system on June 30, 2020. The Board has approved submitting application for the Phase 3 grant which is to be used for general storm and severe weather mitigation projects. The County will be submitting application to

**obtain match funds for the HMGP grant application
previously submitted for the proposed Steinhatchee
stormwater project.**

Attachments:

**CDBG-MIT Stormwater and Drainage Management Plan
application and support documents.**

Date: **July 27, 2020****Rebuild Florida CDBG - Mitigation
General Planning Support Program Application****Official Project Title****Taylor County Stormwater and Drainage Management Plan****Applicant Information**

Official Applicant Entity Name:	Taylor County Board of County Commissioners		FEIN #:	59-6000879
Primary Project Contact Name:	LaWanda Pemberton		DUNS #:	065887796
Title:	County Administrator	E-mail:		
Mailing Address:	201 E. Green Street		Phone Number:	850-838-3500
City:	Perry	State:	Florida	Zip Code: 32347
Please list co-applicant entities if any:		Contact Person:	E-mail Address:	

Project Description (2,500 word limit)

Write an overview/summary of the project being proposed:

1) State the project purpose, area of benefit and a description of the proposed activity. 2) Specify the risk(s) that will be mitigated by completion of this project. 3) Describe how the work will be done and the team that will do it. 4) Explain the method used to determine project funding requirements. 5) Describe anticipated outcomes. 6) Has a comprehensive plan already been created? If yes, describe how the proposed plan or activity will integrate with the comprehensive plan and attach the Executive Summary of the comprehensive plan.

Insert Attachment:

Please title zip folder: EntityNamePD_GPS

Community Value (1,500 word limit)

Describe: The project's value to the community in normal circumstances and in times of natural disasters. Include: The community lifelines served this project; How the project enhances community resilience; Public notice of the planned project; and Community involvement in the project planning process.

Insert Attachment:

Please title doc: EntityNameCV_GPS

Capacity Plan (1,500 word limit)		
<p>Provide a strategic plan overview that addresses goals, stakeholders, the work plan, (major tasks and deliverables), resources (staffing and budget) and monitoring/quality controls. Identify the staff members who will be responsible and/or positions that will be filled for the GPS project management and maintenance. Provide a short profile on each person on your current staff who perform project-related tasks and a position description for any new hires who will be assigned to project work. If your project will require specific tools or skilled personnel, such as mapping do you have the capabilities and the staff to complete your plan? Attach a Word document with the planning team's CV/resumes into the zip folder. Describe the circumstances under which this plan will be updated and detail how subsequent updates will be funded.</p>		
Insert Attachment:		Please title zip folder: EntityNameCP_GPS

Implementation Plan		
<p>Use the Implementation Plan Template provided in Appendix D to prepare a chronological timeline for the entire life of the project that organizes work into logical, manageable tasks and deliverables.</p>		
Insert Attachment:		Please rename template: EntityNameIP_GPS

Budget		
<p>Include your project budget using the Budget Worksheet provided as Appendix E (and in the GPS Application, Appendix A). Ensure your budget is reasonable, appropriate and accurate. Are the budgeted items consistent with the project description and tasks? Does the amount requested fall within the GPS's allowable minimum (\$20,000) and maximum (\$10,000,000)? Ensure there is no duplication of benefits.</p>		
Insert Attachment:		Please rename template: EntityNameBudget_GPS
Is there any duplication of benefits?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>
<p>All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits.</p>		
Will funding – other than CDBG-MIT funding – be used to fund this project? If yes, detail the anticipated or committed funds in the Leveraged Dollars section.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>

Leveraged Dollars

If your project involves the qualified use of matching or leveraged funds or services, describe the specifics of leveraged fund/service usage. Are there local or other funds available to address the proposed project in whole or in part? If yes, report all sources of funding and the amount available. Disclose sources and uses of non CDBG-MIT funds. What other federal, state and/ or local entities have you contacted concerning funding for the proposed project and what were the results? Put "N/A" if this section is not applicable to your project.

Not Applicable

Compliance

According to 84 FR 45838 August 30, 2019 Section V.A.(18), "The State shall make reviews and audits, including on-site reviews of any subrecipients, designated public agencies and local governments, as may be necessary or appropriate to meet the requirements of section 104(e)(2) of the HCDA, as amended, as modified by this notice. In the case of noncompliance with these requirements, the State shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The State shall establish remedies for noncompliance by any designated subrecipients, public agencies, or local governments."

Can you certify to comply with state and federal register regulations as outlined in 84 FR 45838?

Yes:



No:

**Sign and Date**

As the primary entity contact for this project, I certify:

- A. All staff, contractors, vendors and community partners of our mitigation initiative:
1. Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-MIT funded activities;
 2. Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-MIT program(s) and/or project(s) and;
- B. All information submitted in this Application is true and accurate.

Signature:

Date:

Print button will only print application and not attached documents. Submit button will deliver application to email to the cdbg-mit@deo.myflorida.com. Please attach all relevant documents to this email.

Print Application

Submit Application



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Taylor County Stormwater and Drainage Management Plan Project Description

Taylor County is blessed with both Urban and Rural, inland and coastal developments situated throughout an expansive area bisected with abundant creeks, rivers, localized depressions, and little to no topographic relief. Frequently, these geographic characteristics exacerbate existing stormwater and drainage management inadequacies throughout many of those developed areas. In an effort to proactively address those situations, Taylor County is seeking funding assistance to prepare a Taylor County Stormwater and Drainage Management Plan. The County-wide Plan will address areas experiencing localized and regional inundation during heavy rain or severe weather events. It is hoped this Study will produce a planning level document that will identify and primarily address the location, characteristics and possible strategies, scenarios, and economics to alleviate such concerns. This document will be the precursor to the design and construction strategies to implement those resolution scenarios and stormwater and drainage facilities. Such finality will provide immeasurable benefits to our community as a whole for years to come through reduced risk and repetitive loss and an overall improved quality of life. Adequate stormwater and drainage management and facilities ensure for a resilient community and continuity of operations and recovery after a heavy rain or hazardous weather event.

Taylor County has a designated Project Management Team which is outlined in the Capacity Plan. In addition to the Team, the County will select an outside firm with experience in preparing a stormwater and drainage management plan through the competitive bid process. As a rural County with limited resources and staff, it is critical the County retain a professional firm with the resources needed to complete the plan. The County contacted several firms and/or agencies to obtain an approximate cost for the preparation of the Management Plan. In addition to the Team and the selected firm, stakeholders considered critical for the plan preparation and the success thereof will be included in planning meetings and/or workshops. All meeting and presentations will be publically noticed to ensure public input and needs are a consideration in the Management Plan.

Taylor County has a Comprehensive Plan and the Management Plan will be implemented into the Comprehensive Plan. The executive summary and applicable pages of the Comprehensive Plan are included as an attachment.

Taylor County is a rural, fiscally constrained County with a large land mass of 1,232 square miles. Taylor County has a 51 mile contiguous coastline on the Gulf – with only Monroe County having a longer coastline in Florida. Over half of the roads are unpaved in the County with only seven paved

roads intersecting the coastline. Having a long coastline with a large majority of the roads being unpaved, makes the need for adequate stormwater and drainage strategies and facilities even more critical for the safety and welfare of the citizens. The shallow waters of the Apalachee Bay off of the County coastline and the lack of development directly on the coastline also put an emphasis on adequate drainage areas due to the potential of storm surge and higher than average tides. Taylor County is designated as one of critical economic concern and a Rural Area of Opportunity by the State of Florida. Taylor County is a designated State MID Area County.

The anticipated outcome of the Taylor County Stormwater and Drainage Management Plan is to identify areas of particular vulnerability, prioritize mitigation goals, and implement a strategy that ensures the County has a solid Management Plan and foundation for a more resilient community. The Plan will include potential funding sources and options which could assist the County in realizing and meeting the goals and strategies of the Management Plan. Over the past few years the County and its citizens have struggled to recover from back to back hurricanes and several heavy rain and flooding events. The proposed Management Plan will provide the “tool box” needed to ensure for a safer more resilient coastal County.

FUTURE LAND USE ELEMENT

INTRODUCTION

This Future Land Use Element and Future Land Use Plan map and map series designates the future general distribution, location and extent of the uses of land within the unincorporated areas of the County. The purpose of this Future Land Use Element is to provide for the appropriate distribution of population densities and building and structural densities and intensities. The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies provide for distribution of future land use, as well as guidance for such future land uses. The focal point around which this Future Land Use Element is centered is the relationship between urban development areas and rural areas of the County, and the uses and intensity of such uses for each area. As the unincorporated areas of the County are primarily rural in character and use, there is an opportunity to provide appropriate direction for the future location and concentration of urban uses. The concentration of urban uses within the urban development areas of the County should enable both the public and private sectors to feasibly plan for the logical provision of needed public facilities and services to serve the residents of the County.

TAYLOR COUNTY VISION 2060 PLAN

Vision Statement

By the year 2060, citizens of Taylor County should be able to describe their county and communities in these terms:

Taylor County is a harmonious community which has been able to maintain its rural and small town character and quality of life. Taylor County is a community committed to community-wide excellence in its educational, medical, employment and recreational opportunities. We pride ourselves in our respect for our tradition and heritage and we are excited about our future.

We have been able to manage our growth and protect our natural resources environment and small town atmosphere. Through growth management and ongoing planning, Taylor County has become a county of opportunity. We have well planned and fully served residential villages with protected open spaces which reflect our rural heritage. Our living places and work places are connected by well designed, functional transportation corridors. Our air is clear and our water is pure. Our historic heritage as the "Tree Capital of the South" has been preserved through careful and thoughtful planning.

Vision 2060 Plan

The Vision 2060 Plan is not a regulatory document. It is an incentive-based approach that provides guidance to the community over a 50-year outlook. It is a tool that can be used as a "roadmap" for future land use decisions. No existing land use rights are changed or modified by adoption of the Vision 2060 Plan.

The typical standards described in the Hierarchy of Place are intended to explain the anticipated characteristics of each community type. They are not intended to be regulatory

requirements, but may provide guidance for future updates to the Comprehensive Plan and/or Land Development Code.

Adoption of the Vision 2060 Plan by the Taylor County Board of County Commissioners does not automatically grant the increased land use rights described in the Taylor County Vision 2060. Specific Elements of the Comprehensive Plan may be amended at appropriate times to facilitate implementation of the Vision 2060 Plan. Land owners will have the option to apply for the development rights described in the Taylor County Vision 2060 through Comprehensive Plan Amendments. The current land use designations, or the current vested land use, remain in place until specific Comprehensive Plan Amendments are approved by the Taylor County Board of County Commissioners.

While the Vision 2060 Plan will serve as a guide to the County as it considers amendments to its Comprehensive Plan, it is recognized that future amendments to the Plan must be consistent with the requirements of Chapter 163, Part II, Florida Statutes.



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Taylor County Stormwater and Drainage Management Plan Community Value

The Taylor County Stormwater and Drainage Management Plan will provide value to the community in normal circumstances and in times of a natural disaster such as a tropical cyclone by providing the frame work that will enhance the resiliency of the County and the safety and welfare of our citizens. Adequate stormwater and drainage management will enable the County to recover much quicker after a flood or hazardous weather event. The Master Plan will identify areas particularly vulnerable to flooding and provide an implementation plan with mitigation goals and how they will be achieved. In addition to mitigation and public safety measures, adequate stormwater management will save the County and tax payers a considerable amount of money from ongoing road and bridge repairs, pumping costs, County staff labor costs, and other related expenses in areas where there is ongoing flooding and drainage issues. The Plan is of Community Value as the sensitive coastal habitat has a high probability to be negatively impacted with storwater runoff which may contain contaminants or materials which could endanger vegetation, marine life, and wildlife. Adequate stormwater management planning and facilities also has the potential to reduce homeowner insurance rates in the future, another significant community value.

The Management Plan will serve all seven of the Community Lifelines: Safety and Security; Food, Water, and Shelter; Health and Medical; Energy (Power-Fuel); Communications; Transportation; and Hazardous Materials. Currently flooding and drainage problems have made roads impassable in severe weather events. Many of these areas are storm evacuation routes and key thoroughfares in the County. Flooding frequently restricts travel of critical services such as fire rescue, emergency medical services, and emergency recovery support services. With an adequate Management Plan and the steps required for the construction and/or groundwork required for stormwater facilities there will be fewer flooding events that endanger the safety and security of residents. Homeowners will not be forced to leave their primary source of shelter – often in unsafe travel conditions. Essential and critical services such as emergency services, medical, transportation, communications, and energy will remain fully functional and allow for the continuity of operations in conditions where there is the potential for flooding. The reduction of flooding will also reduce the potential of hazardous materials contaminating the nearby tributaries and habitat which have a negative impact on public safety and health, wildlife, the sensitive coastal habitat, and waterways.

Public presentations on the Management Plan will be held at Board of County Commissioners meetings and the stakeholder meetings will be publically advertised. All meeting materials will be available at www.taylorcountygov.com in both text format and audio. The Management Plan will also be posted on

the website when completed. There was a 14 day public comment period posted on the County website prior to the submission of the grant application. The comment period was publically noticed. The comment period was from July 13, 2020 to July 27, 2020. All comments and questions will be posted online. The project was discussed at the July 6, 2020 Board of County Commissioners meeting and all materials and the audio of the meeting are available at www.taylorcountygov.com. The County will make every effort to ensure public needs and concerns are addressed and welcome public input on mitigation strategies for the Management Plan.



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Taylor County Stormwater and Drainage Management Plan Capacity Plan

The Taylor County Stormwater and Drainage Management Plan Project Team will oversee the preparation of the Management Plan. The Team will be working closely with the firm selected to prepare and complete the Plan. The Team will include the County Administrator, County Engineer, Public Works Director, Building and Planning Director, Emergency Management Director, County Grants Manager, and the County Grants Coordinator.

In addition to the Management Plan Team and the firm selected to prepare the Plan, Taylor County will coordinate with stakeholders who will be essential in the preparation and the future success of the Management Plan. The stakeholders will include but not be limited to: Suwannee River Water Management District, Army Corps of Engineers, Florida Department of Transportation, Florida Department of Environmental Protection, Florida Division of Emergency Management, and Florida Department of Agriculture and Consumer Services Forestry Division. The County will also include Four Rivers Timber (the largest private landowner in the County) and Florida Wildlife Conservation Commission (FWC) who oversees the expansive wildlife management districts throughout the County.

With input from the County Administrator and Engineer and with approval from the Board of County Commissioners, the Grants Department staff will prepare the Request for Proposals (RFP) for the selection of a firm/consultant for the preparation of the Taylor County Stormwater and Drainage Management Plan. The Grants Department staff will ensure the bid documents meet all federal, state, and local procurement standards and requirements. Upon receipt of the RFP's the Board will appoint a Committee which will review the RFP's and make a recommendation to the Board. It will be critical in the review process that the firm selected has experience and is knowledgeable on Florida's vulnerability to flooding and drainage issues as well as the probability of future hazardous flooding events caused by severe storms and tropical cyclones. Experience with the development of a mitigation strategy within the Management Plan will be essential as well as a blueprint for possible funding options to complete the actual stormwater and flooding mitigation projects. It will also be critical that the selected firm has working knowledge of Florida's sensitive coastal habitat and the need to provide protective measures to the habitat while still mitigating flooding and stormwater management. The Board will review the Committee's recommendation and select and award a firm the project. As with the RFP, the contract will meet and comply with all CDBG-MIT, federal, state, and local standards.

Tasks and Deliverables to be completed by the Management Plan Team will include but not be limited to:

1. Execute grant award.

2. Solicit and receive competitive bids (Request for Proposals).
3. Select firm and award contract.
4. Stakeholder workshops and/or meetings will be held throughout preparation of the Management Plan.
5. Presentation(s) to be made to Board of County Commissioners midway through preparation to ensure the Board is satisfied with and supports the Plan as it is being drafted.
6. Management Plan completed and presented to stakeholders.
7. Management Plan reviewed and accepted by the Board of County Commissioners.
8. All grant reporting will be completed as per the timelines and requirements of grant agreement.
9. Project and grant closeout.

The Stormwater and Drainage Management Plan will be updated no later than 20 years after it is finalized and approved by the County or in the case of a significant change that results in the Plan becoming obsolete. Climate change will be instrumental in determining the viability of the Management Plan and determine if an update is needed. Potential funding sources for the update shall include mitigation grants such as FEMA Hazardous Mitigation Grants or new CDBG-MIT grants.

BRIEF BIOS OF THE MANAGEMENT PLAN TEAM ARE ATTACHED.

TAYLOR COUNTY STORMWATER AND DRAINAGE MANAGEMENT PLAN TEAM:

County Administrator: LaWanda Pemberton will provide oversight and support to team members to ensure project requirements are fulfilled and the Management Plan is successfully completed. LaWanda has more than 10 years in project management experience.

County Engineer: Kenneth Dudley will serve as the primary county liaison with the firm selected to prepare the Management Plan and provide technical assistance. Kenneth will be able to provide pertinent information as to past and current stormwater and drainage issues and any recent improvements or changes that may have been made impacting stormwater and drainage. Kenneth has extensive GIS mapping experience and the computer software to provide direct support as so needed. He has over 30 years engineering and project management experience.

County Grants Manager: Melody Cox will prepare procurement documents (RFP), grants administration oversight including monitoring budget, prepare and submit all required reporting, and close out of grant contract. Melody has over 25 years federal and state grant administration experience.

County Grants Coordinator: Jami Evans has 6 years grants management experience and prior to working with grants worked for 18 years in Building and Planning. Jami maintained the Community Rating System (CRS) reporting and is very knowledgeable on areas which flood throughout the County. Jami has considerable mapping experience and has a total of 24 years experience.

Public Works Director: Hank Evans will provide technical working of areas throughout the County where there is repetitive flooding and drainage issues and problems. Hank has first-hand knowledge of drainage improvements, repairs to roadways or culvert replacement where flooding and stormwater issues and problems have occurred in all areas of the County. Hank has more than 10 years of hands on experience with flooding and drainage issues as well as roadway and bridge replacement experience.

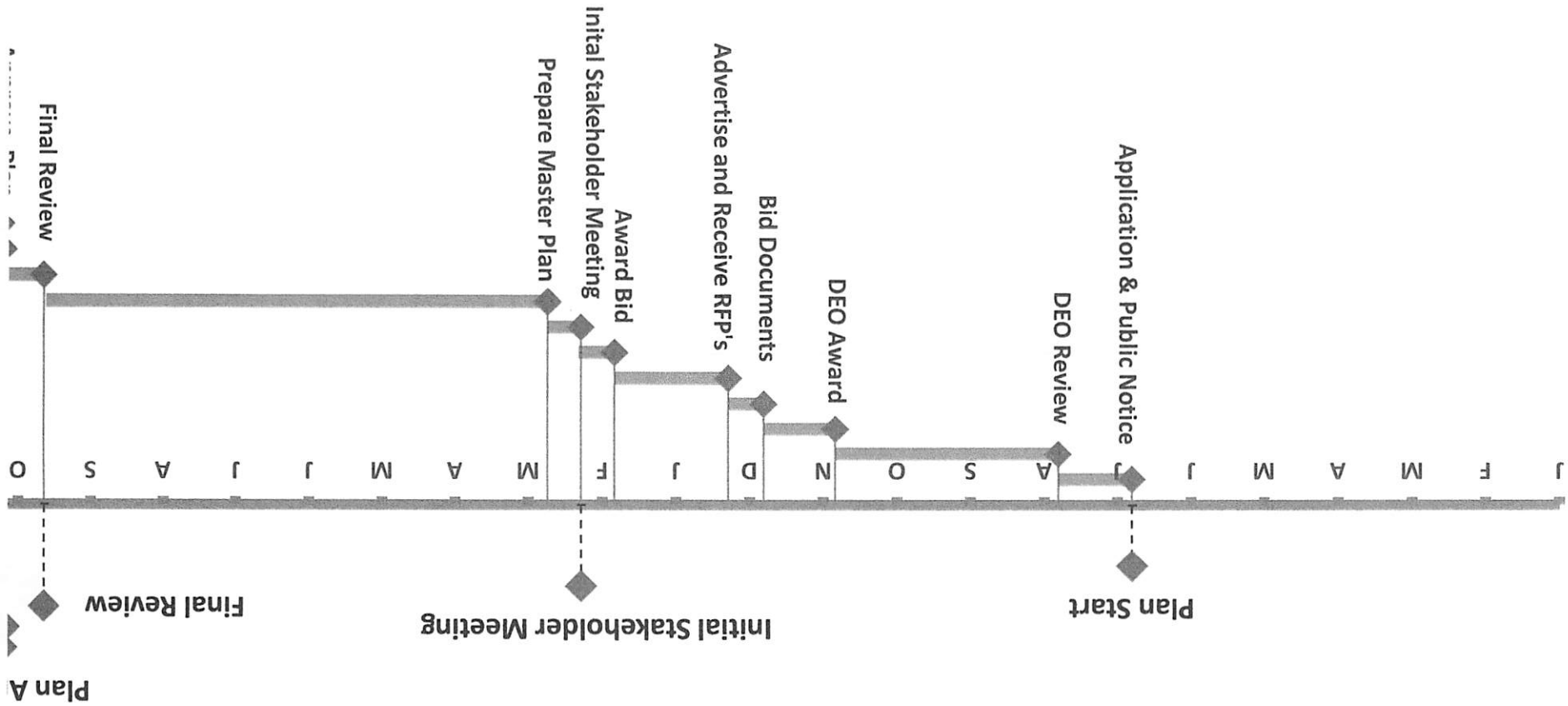
Building and Planning Director: Danny Griner maintains the Taylor County Comprehensive Plan, is the designated Flood Plain Manager for the County, and oversees all permitting for residential and commercial development in the County. Danny has extensive GIS mapping experience and has over 30 years experience with building and planning.

Emergency Management Director: Kristy Anderson will provide assistance as so needed. Kristy has been directly involved in working with the County on flooding issues as well as working directly with homeowners and business owners who have suffered losses from flooding and/or been directly impacted by flooding. She has successfully administered numerous FEMA grants and will provide assistance to the Grants Department if needed. Kristy has more than 10 years in emergency services and project management experience.

It is important to note the team members have over 139 years of combined experience in project and grants management. Over the past few years Taylor County has recovered from back to back hurricanes, and numerous heavy rain and flooding events. Steinhatchee and the south end of the County have been particularly vulnerable to flooding due in part to being located directly on the Gulf and the Steinhatchee River. Taylor County realizes that a County-wide Management Plan is critical for successful stormwater management and the continuity of operations and recovery after weather or water

related event. With that said, the County's disaster recovery experience will ensure for successful completion of the project well within the terms of a grant award and contract.

General Planning Support Implementation Plan Timeline



Tasks

Start	End	Duration	Label
06/29	07/29	31	Prepare application and meet public notice requirement.
07/30	10/31	94	Estimated review period by DEO CDBG-MIT staff.

11/01	11/30		30	DEO award and subrecipient agreement.
12/01	12/15		15	Finalize bid documents (Request for Proposals).
12/16	02/01		48	Advertise and receive RFP's and make recommendation of award to selected firm through formal ranking process.
02/02	02/16		15	Award bid, execute contract, and issue Notice to Proceed.
02/16	03/01		14	Selected firm to meet with staff and hold initial stakeholder meeting.
03/02	10/01		213	Selected firm to prepare Master Plan and hold periodic stakeholder meetings. At least one presentation to the Board of County Commissioners.
10/02	10/18		17	Staff to make final review of Plan and presentation to be made to the Board of County Commissioners and all interested parties.
10/19	10/19		1	Board to approve and implement Master Plan.
10/20	11/19		31	Project close out.
11/20	Ongoing			Meet all ongoing requirements in grant agreement if applicable.

Milestones

Date	Label
6/29/2020	Plan Start
2/16/2021	Initial Stakeholder Meeting
10/2/2021	Final Review

Notes

Record project notes below

Insert timeline notes here

FL CDBG Mitigation

General Planning Support Program Project Budget (Template)

Project Name:	Taylor County Stormwater and Drainage Management Plan	Primary Contact Name and Phone Number:	LaWanda Pemberton 850-838-3500	Official Applicant Entity Name:	Taylor County Board of County Commissioners
Project		Budget			Notes
Description	CDBG-MIT Amount	Other non CDBG-MIT Funds	Source of Funds*	Total Funds (CDBG-MIT and Other)	
1. Mitigation Plans					
Regional Mitigation Plans					
Other Plans	\$450,000.00			\$450,000.00	Cost was determined by estimates obtained for a County-wide project.
2. Mitigation Activities					
Administration					
Planning					
Totals:	\$450,000.00			\$450,000.00	

*** All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits. Show the sources and amounts of other funds needed to complete the project below, including local funds and grants from other agencies. Any anticipated or committed funds must also be included.**

Source of Other Funds	Amount
1. Not Applicable	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

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General Planning Support Program \(GPS\)](#)

Taylor County Board of Commissioners approved moving forward with grant submission to the Florida Department of Economic Opportunity (FDEO) Rebuild Florida General Planning Support Program (GPS) on July 6, 2020. The County will be requesting funding assistance in the amount of \$450,000 for a county-wide Flooding and Stormwater Drainage Plan. The State of Florida anticipates having \$20,000,000 available to provide funding assistance to eligible entities for planning activities which will mitigate the natural disaster hazards included in the Florida CDBG-MIT Action Plan: flooding; coastal erosion; wildfires; severe storm; and tropical cyclones.

The County has a 14-day public comment on the grant application from Monday, July 13, 2020, through Monday, July 27, 2020. All questions and comments received will be posted online and submitted to FDEO with the grant application. Public comments as well as obtaining additional information can be made to Jami Evans, Grants Coordinator at jevans@taylorcountygov.com, and (850) 838-3553 or to Melody Cox, Grants Writer at melody.cox@taylorcountygov.com or at (850) 371-0377. If you wish to provide public comment and require any special accommodations to do so, please contact Jami Evans at 850-838-3553 by July 20, 2020, to enable the County to provide reasonable accommodations at no cost to the individual in need of accommodation.

Additional information on the General Planning Support Program may also be obtained at floridajob.org/rebuildflorida/mitigation



Helpful Links

Approved Previous Minutes
Job Opportunities
Public Request
Weather

Social Media

Facebook

Information

Accessibility
Chamber of Commerce
City Of Perry
TCDA

Contact Us

Taylor County Administrative Complex
201 E. Green St.
Perry, Fl. 32347
Phone (850) 838-3500

Email: webmaster@taylorcountygov.com



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MALCOLM PAGE
District 1

JIM MOODY
District 2

SEAN MURPHY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

LAWANDA PEMBERTON, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

Public Information/Public Meeting Non-English Speaking Citizen Documentation

“Due to a limited Latino or Hispanic population of 4.5% in Taylor County per the U. S. Census, a public meeting was not held in Spanish. However, the meeting(s) were advertised that the County would provide accommodation and/or assistance at no charge to anyone who may have needed it to participate in the meetings. “

QuickFacts
Florida; Taylor County, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

Table

All Topics	Florida	Taylor County, Florida
Population estimates, July 1, 2019, (V2019)	21,477,737	21,569
PEOPLE		
Population		
Population estimates, July 1, 2019, (V2019)	21,477,737	21,569
Population estimates base, April 1, 2010, (V2019)	18,804,564	22,574
Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)	14.2%	-4.5%
Population, Census, April 1, 2010	18,801,310	22,570
Age and Sex		
Persons under 5 years, percent	▲ 5.4%	▲ 5.7%
Persons under 18 years, percent	▲ 19.9%	▲ 20.1%
Persons 65 years and over, percent	▲ 20.5%	▲ 20.4%
Female persons, percent	▲ 51.1%	▲ 45.4%
Race and Hispanic Origin		
White alone, percent	▲ 77.3%	▲ 76.4%
Black or African American alone, percent (a)	▲ 16.9%	▲ 19.5%
American Indian and Alaska Native alone, percent (a)	▲ 0.5%	▲ 1.0%
Asian alone, percent (a)	▲ 3.0%	▲ 0.8%
Native Hawaiian and Other Pacific Islander alone, percent (a)	▲ 0.1%	▲ 0.1%
Two or More Races, percent	▲ 2.2%	▲ 2.1%
Hispanic or Latino, percent (b)	▲ 26.1%	▲ 4.5%
White alone, not Hispanic or Latino, percent	▲ 53.5%	▲ 72.4%
Population Characteristics		
Veterans, 2014-2018	1,452,967	1,372
Foreign born persons, percent, 2014-2018	20.5%	2.9%
Housing		
Housing units, July 1, 2019, (V2019)	9,673,682	11,174
Owner-occupied housing unit rate, 2014-2018	65.0%	81.5%
Median value of owner-occupied housing units, 2014-2018	\$196,600	\$82,900
Median selected monthly owner costs -with a mortgage, 2014-2018	\$1,466	\$1,057
Median selected monthly owner costs -without a mortgage, 2014-2018	\$492	\$330
Median gross rent, 2014-2018	\$1,128	\$686
Building permits, 2019	154,302	43
Families & Living Arrangements		
Households, 2014-2018	7,621,760	7,356
Persons per household, 2014-2018	2.65	2.47
Living in same house 1 year ago, percent of persons age 1 year+, 2014-2018	84.3%	83.0%
Language other than English spoken at home, percent of persons age 5 years+, 2014-2018	29.1%	6.6%
Computer and Internet Use		
Households with a computer, percent, 2014-2018	89.8%	80.7%
Households with a broadband Internet subscription, percent, 2014-2018	80.8%	63.9%
Education		
High school graduate or higher, percent of persons age 25 years+, 2014-2018	88.0%	77.4%
Bachelor's degree or higher, percent of persons age 25 years+, 2014-2018	29.2%	7.4%
Health		
With a disability, under age 65 years, percent, 2014-2018	8.6%	18.2%
Persons without health insurance, under age 65 years, percent	▲ 16.0%	▲ 14.2%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2014-2018	58.3%	37.7%
In civilian labor force, female, percent of population age 16 years+, 2014-2018	54.1%	43.0%
Total accommodation and food services sales, 2012 (\$1,000) (c)	49,817,925	19,866

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve and execute Amendment to Contract For State Housing Initiative Partnership (SHIP) Program Administration Services with Government Services Group, Inc. (GSG) for the administration of the CRF Cares Act housing assistance program.

MEETING DATE REQUESTED:

August 3, 2020

Statement of Issue: Board to approve and execute Amendment to Contract with GSG for the administration of the CRF Cares Act housing assistance program through the SHIP Program. All funds must be expended by December 30, 2020.

Recommended Action: Approve Amendment To Contract with GSG

Fiscal Impact: The GSG fees are paid for 100% with the CRF Cares Act funds. GSG is eligible to receive fees in the amount of 10% of the funds expended.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County is receiving \$175,200 for housing assistance program through Florida Housing Finance Corporation and the SHIP program. Funds must be expended by December 30, 2020. The Board approved providing assistance in the following areas: mortgage payment and foreclosure prevention, rental assistance, utility payment assistance, and minor home repairs. Mobile homes 1994 and younger are eligible for mortgage, rental, and utility assistance however the program does not allow for any repairs on mobile homes. The County is currently advertising the program in the local paper and will accept applications after the ten day required advertising period.

Attachments: Amendment to the Program Administration Contract with GSG.

AMENDMENT

Program Administration Contract – Government Services Group, Inc. (GSG)
Taylor County Ongoing Housing, Community and SHIP Projects
for the current funding for the CRF Cares Act

Amendment

Program Administration for State Housing Initiatives Partnership (SHIP) Program.

Scope of Services-Program Administration –SRF Cares Act Funding

- ✓ Review and update required local policies
- ✓ Review leveraging opportunities/other possible source of financing
- ✓ Representation during site visits and monitoring
- ✓ Develop project information management and filing system
- ✓ Develop project financial management system for receiving and disbursing funds
- ✓ Develop work plans for project contract document
- ✓ Preparation of project contract document
- ✓ Develop and track budget for project contract
- ✓ Oversight of project schedule and compliance
- ✓ Coordination with agencies and contracts, as necessary
- ✓ Review bid documents and contract documents for compliance
- ✓ Conduct pre-construction conference
- ✓ Monitor contractor and construction specialist progress
- ✓ Conduct preliminary inspections and work write-ups
- ✓ Conduct construction progress inspections
- ✓ Supervision of payment authorizations
- ✓ Develop and process contract amendments, as needed
- ✓ Review change orders and amendments for compliance, as needed
- ✓ Monitor all project activity to ensure compliance
- ✓ Provide all other necessary technical assistance
- ✓ Review final change orders, pay requests, and construction documents
- ✓ Balance final project budget for state annual reporting
- ✓ Prepare documents for administrative/financial close-out

Total Fee for Services – CRF Cares Act Funding: 10% Administration Fee of total funds received by the County, to be paid in monthly increments based on a maximum of 10% of actual expenditures with the final payment due and payable prior to December 15, 2020 to meet the strict deadline requirements of December 30, 2020.

This amendment and Fee for Services covered herein are hereby agreed upon on this ____ day of _____, 2020.

APPROVED BY GSG:



Signature

Robert E. Sheets

Printed Name

APPROVED BY COUNTY:

Signature

Printed Name

Exhibit B

Special Conditions **Federal Requirements**

In performing under this Agreement, Government Services Group, Inc. (GSG) (herein referred to as "Contractor") and its subcontractors shall comply with the following special conditions, which are hereby incorporated into this Agreement by reference:

Clean Air Act (42 USC 7401-7671q.) and Federal Water Pollution Control Act (33 USC 1251-1387)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor shall immediately report any violation to the County and the Regional Office of the Environmental Protection Agency (EPA) upon discovery.

The Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Byrd Anti Lobbying Amendment (31 US C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this non-discrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part. The Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Procurement of Recovered Materials

Pursuant to 2 CFR §200.322, the Contractor and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Federal Non-Discrimination Provisions

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 USC §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 USC §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 CFR part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 CFR part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 CFR § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons with Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 USC § 4712)

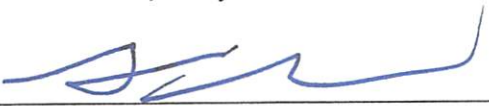
Attachment A
BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] Government Services Group, Inc. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification is included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] Government Services Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Robert E. Sheets, CEO

Name and Title of Contractor's Authorized Official

July 29, 2020

Date

ORDINANCE NO.: 2017-07

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(3) FLORIDA STATUTES TITLED SMALL COUNTY SURTAX AND PROVIDING FOR A ONE PERCENT SALES TAX; PROVIDING FOR THE COMMENCEMENT OF SAID SURTAX AND THE DURATION OF SAID SURTAX AND PROVIDING THAT THIS IS NOT AN ADDITIONAL SALES TAX AND THAT IT BEGINS JANUARY 1, 2018 AT WHICH TIME THE COUNTY'S HOSPITAL BOND ISSUE IS SATISFIED; PROVIDING FOR PROCEEDS AND DISTRIBUTION; PROVIDING FOR THE USE OF FUNDS; PROVIDING FOR TAXABLE TRANSACTIONS; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 212.055(3) Florida Statutes gives the Board of County Commissioners the authority to levy a discretionary sales surtax of one (1) percent provided that the County had a population of 50,000 or less on April 1, 1992, and

WHEREAS, Taylor County meets the above criteria, and

WHEREAS, this is not an additional tax and the tax begins when the bond on the County's hospital is satisfied, i.e., there will only be one one (1) percent sales surtax.

WHEREAS, the levy of said surtax shall be pursuant to Ordinance enacted by an extraordinary vote of the Board of County Commissioners, and

WHEREAS, the Board of County Commissioners of Taylor County have voted by extraordinary vote to impose the above mentioned small county surtax.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA AFTER HAVING DULY ADVERTISED AND HOLD IN REGULAR SESSION BY EXTRAORDINARY VOTE:

Section 1. Imposed.

There is hereby imposed in Taylor County, Florida, a small county surtax, as authorized by Chapter 212.055(3) Florida Statutes levied in the amount of one (1) percent.

Section 2. Duration.

This small county sales surtax will begin January 1, 2018 at which time the bond on the County's hospital is satisfied, i.e., there will only be one one (1) percent sales surtax. This small county surtax shall remain in effect for twenty (20) years or for so

long as authorized by statute unless otherwise amended by ordinance of the Board of County Commissioners.

Section 3. Proceeds; distribution.

The proceeds of the surtax levied under this division shall be distributed to the County and the municipality within the County according to the formula provided in Chapter 218.62 Florida Statutes.

Section 4. Use of Funds.

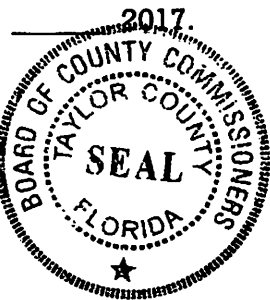
The proceeds of the surtax levied and any interest accrued thereto shall be used for the following:

- (1) Funding or partial funding of capital improvements including but not limited to the canals.

Section 5. Severability. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion.

Section 6. Effective Date. This Ordinance shall be effective as provided by law.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this 20th day of June

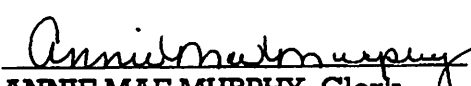


BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: 

PAM FEAGLE, Chairperson

ATTEST:


ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF DRAFT AGREEMENT WITH GOVERNMENT SERVICES GROUP FOR PROFESSIONAL SERVICES.



MEETING DATE REQUESTED:

AUGUST 3, 2020

Statement of Issue: TO ENTER INTO A CONTRACTUAL AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC. TO PROVIDE CARES ACT FUNDING ASSISTANCE ADMINISTRATION.

Recommended Action: APPROVE CONTRACT

Fiscal Impact: 5% OF INITIAL CARES ACT FUNDING ALLOCATION

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TAYLOR COUNTY HAS RECEIVED \$940,906 FOR THE INITIAL ALLOCATION FOR CARES ACT FUNDING. THE CARES ACT FUNDING COMMITTEE RECOMMENDS ENTERING INTO AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC. TO PROVIDE PLANNING ASSISTANCE FOR THE INITIAL ALLOCATION. THE FEES WILL NOT EXCEED 5% OF THE INITIAL ALLOCATION OR \$47,500. DUE TO THE LIMITED AMOUNT OF TIME TO EXPEND THE FUNDS, THE CARES ACT FUNDING COMMITTEE RECOMMENDS UTILIZING THE PROVISION IN THE LOCAL STATE OF EMERGENCY THAT ALLOWS FOR EMERGENCY PROCUREMENT.

Options: Approve/ Not Approve/Revise Contract

Attachments: DRAFT AGREEMENT
LETTER FROM COUNTY ATTORNEY
COPY OF LOCAL STATE OF EMERGENCY

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

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

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

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

July 27, 2020

VIA E-MAIL AND REGULAR MAIL

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

Re: Professional Services Contract with Government Services Group, Inc.

Dear LaWanda:

Enclosed please find what I worked on this weekend.

1. Proposed Professional Service Contract for Taylor County
2. Scope of Services
3. Exhibit 1 – It is not attached as the Consultant needs to do this – General Information and Minimum Insurance Requirements.
4. Exhibit 2 – I have done this – CARES ACT Assistance Administration by Government Services Group, Inc.
5. Exhibit 3 – Certification Regarding Lobbying

Please look over this very carefully and let me know of changes, corrections, deletions or additions.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Hon. Annie Mae Murphy

**PROFESSIONAL SERVICE CONTRACT
FOR TAYLOR COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the Board of County Commissioners of Taylor County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Government Services Group Inc., located at 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308, hereinafter referred to as "Consultant":

WHEREAS, the County desires to obtain professional services on an "as needed " basis for development of the County's CARES Act Plan; and

WHEREAS, said services are more fully described in the Scope of Services, Attachment "A", which is attached hereto and made a part hereof; and

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

ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide professional services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.

2.2 The services shall be performed on an "as needed" basis per a scope of work determined by the Board of County Commissioners and County Administrator relative to County needs.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of consultant's services. The County hereby designates the County Administrator to act on the behalf with respect to the Scope of Services. The County Administrator shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for one (1) month beginning on the date of its commencement _____, 2020, and ending _____, 2020 upon issue of the final Plan and Roadmap for Grant Administration and Monitoring. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

ARTICLE 5 - COMPENSATION

5.1 Consultant shall be compensated per the rates established in the Scope of Services, with a total sum not to exceed \$47,500 for the contract period.

5.2 Consultant shall prepare and submit to the County Administrator an invoice for the services rendered under this Agreement. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act. The County reserves the right to

withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

ARTICLE 6 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement;
- 7.2 The Scope of Services attached hereto Attachment "A";
- 7.3 Any work authorizations, written amendments, modifications or addenda to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - INDEMNIFICATION

Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees,

to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the contract.

ARTICLE 10 - INDEPENDENT CONSULTANT

Consultant undertakes performance of the services as an independent Consultant under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

ARTICLE 11 - EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

11.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 12 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 13 - INSURANCE

The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance

as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the requirements set forth in Exhibit "1".

ARTICLE 14 - ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 15 - TERMINATION OF AGREEMENT

15.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for all loss pertaining to this termination.

15.2 Default by Consultant: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Consultant neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Consultant to cure.

ARTICLE 16 - NON DISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not

publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 17 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Taylor County.

ARTICLE 18 - MISCELLANEOUS

18.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18.3 PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____. Under this agreement, to the extent that the Consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

18.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives.

ARTICLE 20 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 22 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided or in the Agreement have been appropriated by the County Commission of the County

of Taylor in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 23 - NOTICE

23.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U. S. Certified Mail, U. S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

LaWanda Pemberton
County Administrator
County Offices
201 East Green Street
Perry, Florida 32347
(850) 838-3500
Fax:
lpemberton@taylorcountygov.com

With a copy to the County Attorney at:

Conrad C. Bishop, Jr.
County Attorney
Post Office Box 167
Perry, Florida 32348

CONSULTANT:

David Jahosky
Government Services Group, Inc
1500 Mahan Drive
Suite 250
Tallahassee, Florida 32308
(850) 681-3717
Djahosky@govserv.com

23.2 Notices shall be effective when received at the address specified above, Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

23.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 24 - DISPUTE RESOLUTION

24.1 The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Consultant by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Administrator. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Consultant. The Consultant should have a representative, at the meeting that can render a decision on behalf of the Consultant.

24.2 If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution.

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

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

By: _____
PAM FEAGLE
Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

Approved as to form and legality by
The Taylor County Attorney

CONRAD C. BISHOP, JR.

GOVERNMENT SERVICES GROUP, INC.

By: _____

Its: _____

Date: _____

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 2020.

Personally known _____ or Produced Identification _____

NOTARY PUBLIC

My Commission Expires:

Scope of Services

A

Similar to other Federal Awards, our perspective is that there are three distinct phases to post-award:

1. Planning,
2. Grants Administration, and
3. Monitoring and Wrap Up.

Our proposal is for the Planning phase. During the Planning phase, we will assist the County with the following tasks:

PROJECT TASKS

1. Project Initiation

We will work with the County's assigned project leader and identify sources and contacts for the collection of critical information necessary for the completion of the proposed tasks. Also, anticipated and intended objectives will be reviewed and revisited to make sure that both County staff and the Project Team understand the expected objectives and outcomes of the study. Revisions to the proposed work plan will be made, based on information obtained in this task.

Review and gain an understanding of the County's initial Plan information, FDEM CARES Act Funding Agreement, Adopted Budget, and other pertinent information to identify potential, eligible expenses as denoted by the CARES Act.

Identify and document the list of eligible subrecipients to the County. In conjunction with the County, we will actively participate and facilitate discussions with subrecipients.

Collect and analyze expenditure data to develop a high-level "Pre-Obligation" impact analysis. This step is important in determining the magnitude of eligible expenses by subrecipient. This task occurs before any funds are obligated by the County.
2. Conduct On-site Interviews, Collect and Analyze Data

Review the data to determine the eligibility under the CARES Act. Document the potential eligible and reimbursable costs to obligate as part of the Plan prior to submission to FDEM.

Issue a draft Plan to the County by August 21, 2020. Present the initial Plan results and noted changes and feedback from the County.
3. Issue Draft Plan and Present Findings to the County

By August 21, 2020, the Team will issue a draft eligibility determination framework for the County's review. Collect and analyze data to develop a high-level. This step is important in reconciling reimbursable and allowable expenses under the award agreement.
4. Draft Framework for Eligibility Determinations

Issue the Final Plan, Framework, and Roadmap to the County by August 31, 2020.
5. Issue the Final Report

FEES AND EXPENSES

For the professional services and specialized assistance provided by the Project Team, proposes a time and expense arrangement for professional fees and out of pocket expenses. All expenses related to these requested services will be billed in accordance with section 112.061, Florida Statutes. Wherever practical, in lieu of on-site visits, periodic telephone conference calls will be scheduled to discuss project status

We estimate our effort to take 150 to 190 hours to complete the project objectives. Given the condensed timeframe and complex nature of the objectives, we are proposing to use experienced and senior level staff to complete the project. Given our long-term relationship, the Project Team is proposing to discount our standard rates by 12.5% for this project. We are proposing to invoice the County based on the Discounted Hourly Project Rates as shown in the table below:

Team Member	Standard Hourly Rate	Discounted Hourly Project Rate
Senior Advisor	\$285	\$250
Vice President/Managing Director	\$285	\$250
Director	\$235	\$195
Project Manager/Project Coordinator	\$185	\$165
Database Analyst/Technical Services	\$150	\$135
Lead Project Analyst	\$100	\$90
Project Analyst	\$90	\$80

PROJECT SCHEDULE

The Team is prepared to initiate the project June 29, 2020. Project task dates may vary based on the notice to proceed. Based on our current understanding of the project objectives, we anticipate the following:

Date	Milestone
July 31, 2020	Notice to Proceed and Project Kickoff
August 21, 2020	Issue Draft Plan
August 31, 2020	Issue Final Plan and Roadmap for Grant Administration and Monitoring

BILLING SCHEDULE

The fee for professional services be due and payable on the following schedule:

- Week of August 24, 2020 and after the issuance of the Draft Plan
- Week of September 3, 2020 and after the Issuance of the Final Plan

**TAYLOR COUNTY, FLORIDA
ACCEPTED AND AGREED:**

BY:

DATE:

TITLE:

G | S | G

EXHIBIT "2"

CARES ACT Assistance Administration by Government Services Group, Inc.

Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza. On March 13, 2020, President of the United States, Donald J. Trump, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease Outbreak pursuant to section 501(b) of the Robert T. Stafford disaster Relief and Emergency Assistance Act. Taylor County is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of Taylor County.

On March 9, 2020, Governor DeSantis issued Executive Order Number 20-52 declaring a state of emergency in the State of Florida. On _____, 2020, the Taylor County Board of County Commissioners ("Board") declared a local state of emergency pursuant to emergency Declaration Resolution 20-35, which has been renewed every seven (7) days and is still in effect at this time.

To assist in navigating the impact of the COVID-19 outbreak, the Federal Government established the CARES Act which provides assistance to State, Local and Tribal governments. Through Florida Department of Emergency Management, Taylor county has been notified and is in receipt of CARES Act funding which must be spent in accordance with the Act and within a short timeframe, by December 30, 2020. Due to the magnitude of the administration needs necessary to implement programs in accordance with the CARES Act, the County has sought assistance from Government Services Group, Inc. ("GSG") as further detailed in their agreement dated June 24, 2020.

As a result of COVID-19, exigent and emergency circumstances currently exist as which warrant a non-competitive procurement of the services to be provided by GSG as permitted by 2 CFR § 200.320(f)(2). Further, the agreement has been capped at a not-to-exceed rate, and the County has determined their costs to be reasonable.

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

BY: _____
Pam Feagle, Chairperson

Approved as to form and legality by the
Taylor County Attorney

CONRAD C. BISHOP, JR.

EXHIBIT "3"
CERTIFICATION REGARDING LOBBYING

The following ARTICLES are appended to the Professional Service Contract between Taylor County, Florida and Government Services Group, Inc. dated _____, 2020.

ARTICLE 25 – LOBBYING PROHIBITION

25.1 Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

25.2 No funds or other resources received from the COUNTY under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

25.3 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

ARTICLE 26 – CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office at the Environmental Protection Agency (EPA).

REMAINDER OF PAGE BLANK

EXHIBIT "3"
CERTIFICATION REGARDING LOBBYING

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
Pam Feagle, Chairperson

Approved as to form and legality by
The Taylor County Attorney

CONRAD C. BISHOP, JR.

Government Services Group, Inc.

David G. Jahosky

By: _____
Managing Director

EXHIBIT "3"
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor, Government Services Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

	Government Services Group, Inc.
By:	
Name and Title	David G. Jahosky, Managing Director
Effective Date:	
	BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA
By:	
Name and Title	Pam Feagle, Chairperson
Effective Date:	

**LOCAL STATE OF EMERGENCY DECLARATION
COVID-19 #1**

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the World Health Organization (WHO) has declared a pandemic related to COVID-19, and

WHEREAS, the Center for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as “high”, both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020 Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, under certain circumstances, certain people will have an increased risk of infection, for example healthcare, first responders, and emergency medical services workers caring for patients with COVID-19 and other close contacts of persons with COVID-19; and

WHEREAS, it is the duty of Taylor County to take protective measures – including activation of the emergency operations center when necessary, procurement of personal protective equipment, consequence management, and similar activities to support the public health and safety of the community.

WHEREAS, The President of the United States has declared a State of Emergency for the Country to address the public health threat to the United States of America as a result of COVID-19; and

WHEREAS, certain specialized equipment and personnel may be required to adequately respond to the needs of its citizens; and

WHEREAS, other measures may have to be taken in order to mitigate the potential for causing further threatening conditions with the County; and

WHEREAS, Chapter 253.38(3)(a), Florida Statutes, provides authority for a political subdivision such as Taylor County to declare a state of local emergency and to exercise certain power and authority to safeguard the lives and property of its citizens.

NOW THEREFORE, IT IS RESOLVED this 17th day of March 2020, that the COVID-19 pandemic poses a serious threat to the health and lives of residents and guests

of Taylor County and that a State of Local Emergency is declared effective this 17th day of March 2020, for all the territory within the legal boundaries of Taylor County, including all the territory within the legal boundaries of Taylor County, including all of the unincorporated and incorporated areas.

BE IT FURTHER RESOLVED that the Board of County Commissioners of Taylor County, through its designated Policy Group, hereby incorporate the above WHEREAS clauses herein and hereby authorize the exercise of its authority and powers pursuant to Florida Statutes 252.38(3) (a) which include the authority and power to:

[1] **CONTRACTS, EQUIPMENT, SUPPLIES:** Appropriately expend funds; make contracts; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to the victims of any emergencies; and direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the Federal and State Emergency Management Agencies.

[2] **ADDITIONAL PERSONNEL:** Appoint, employ, remove, or provide (with or without compensation), coordinators, rescue teams, fire and police personnel, and other emergency management workers.

[3] **EMERGENCY OPERATING CENTERS:** Establish as necessary, a primary and one or more secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

[4] **ASSIGNMENT - COUNTY PROPERTY/PERSONNEL:** Assign and make available for the duty the offices and agencies which operate under the Board of County Commissioners of Taylor County, including employees, property, and equipment thereof relating to sheltering, firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for emergency operation purposes, as the primary emergency management forces of Taylor County. Furthermore, the County Administrator is authorized to adjust work conditions including leave policies and suspend union bargaining agreements pursuant to the relevant articles therein, if necessary.

[5] **REQUEST FOR ASSISTANCE:** Request State assistance or invoke emergency related mutual aid assistance by declaring a state of local emergency effecting Taylor County. The Local State of Emergency will remain in effect within the legal boundaries of Taylor County, Florida for seven (7) days from the date hereof and may be extended as necessary in seven (7) day increments. The County Administrator is hereby authorized to execute extensions of the Local State of Emergency as deemed necessary.

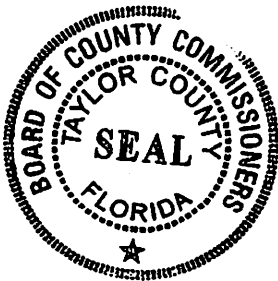
[6] **WAIVER OF PROCEDURES AND FORMALITIES OTHERWISE REQUIRED:** Due to the Local State of Emergency, effective immediately, the procedures and formalities required of the County by law or ordinance are hereby waived as they pertain to:

- (a) Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the Community, including but not limited to denying or revoking permits for public gatherings and/or cancelling mass gatherings taking place in Taylor County during the Local State of Emergency. A mass gathering is defined by the Center for Disease Control as 50 people or greater, however, this number is subject to amendment should the circumstances of the situation change;
 - (b) Entering into contracts;
 - (c) Incurring obligations;
 - (d) Employment of permanent and temporary workers;
 - (e) Utilization of voluntary workers;
 - (f) Rental of equipment;
 - (g) Acquisition and distribution with or without compensation of supplies, materials and facilities, and;
8. Appropriation and expenditure of public funds.

Alterations or Rescission:

This declaration of a Local State of Emergency may be altered or rescinded either by the issuance of a subsequent Executive Order or by an appropriate Resolution of the Board of County Commissioners.

DONE, ORDERED AND ADOPTED this 17th day of March, 2020.



Pam Feagle
Chairperson
Taylor County Board of County Commissioners

ATTEST:

ANNIE MAE MURPHY
Clerk of Court

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve the Invitation to Bid and the Work Write-Up/Bid Forms for the demolition and construction of one home through the SHIP Program.

Meeting Date:

August 3, 2020

Statement of Issue:

Board to review and approve the Invitation to Bid and Work Write-Up/Bid Forms for the demolition and construction of one home through the SHIP Program.

Recommendation:

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

Fiscal Impact:

\$ Project will be 100% grant funded.

Budgeted Expense:

Yes

☒

No

☐

N/A

☐

Submitted By:

Jami Evans, Grants Coordinator

Contact:

Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

Facts & Issues:

The following homeowner has been qualified to receive assistance through the SHIP Housing Program:

SHIP REHABILITATION

Robin G. Miller 1410 S. Bryant Street, Perry

The Bids will be received at the September 8, 2020 Board Meeting at 6:00 P.M.

Options:

1. Approve the Invitation to Bid and Work Write-Up/Bid Forms.

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

Attachments:

1. Invitation to Bid.

2. Work Write-Up/Bid Forms.

PUBLIC NOTICE

INVITATION TO BID

Housing Rehabilitation State Housing Initiatives Partnership Program (SHIP) and

Taylor County Board of County Commissioners invites interested residential contractors to submit bids for the replacement of One (1) homes for the SHIP program.

SEALED Bids (Please submit one original and two copies) are to be submitted on or before September 4, 2020 at 4:00 PM to Annie Mae Murphy, Clerk of the Court (850) 838-3506. Bid envelopes are to be identified as SHIP 2020 ITB-001.

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

Mail Delivery: Annie Mae Murphy
 Clerk of the Court
 108 North Jefferson Street, Suite 102
 Perry, FL. 32347

A Public Opening of the Bids is scheduled for September 8, 2020 at 6:00 PM, or as soon thereafter as possible, at 201 East Green Street, Perry, Florida, 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

A **MANDATORY** meeting to provide contractor orientation materials and visit the scheduled projects will be held on August 13, 2019 at 10:30 am, located at 511 Industrial Park Drive, Perry, FL 32348. The meeting will take place in the airport terminal conference room. You must attend this meeting to receive the bid documents and attend the review of the projects. The visit to the projects will immediately follow the orientation meeting.

For contractors that have not been pre-approved, you may obtain a contractor application package by calling Government Services Group, Inc. at (352) 381-1975. Please bring your completed application package to the mandatory meeting on August 13, 2020.

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

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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
Pam Feagle, Chair

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

Owner: Robin G. Miller

Address: 1410 S. Bryant St. – Perry, FL 32348

Mailing Address: Same

Phone #: 850-843-4683

Parcel # 04697-000

Inspected By: Jay Moseley

Date: 7/13/2020

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

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, wood frame walls with HardiePlank® or equivalent siding, and 25-year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	
004	ELECTRICAL,	Minimum 200 amp service and wiring to meet NEC.	All	

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County Housing Program Bid form

117 Tippet Drive, Perry, FL

	APPLIANCES, AND HVAC	<p>(Note: electric service shall be located on side or rear of house).</p> <p>Provide new 4 burner electric stove, new electric <i>Energy Star</i> rated water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star</i> rated refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. Provide certificate of insulation for walls and ceilings as part of the close out documentation.</p> <p>Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well, after inspecting well for proper function. Provide pump out and inspection for existing septic system or connect to city sewer system if available. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl or aluminum frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	
008	CABINETS	<p>Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen.</p>	Kitchen	

Owners Signature

Co-Owners Signature

Contractor's Signature

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

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

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

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

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

Owners Signature

Co-Owners Signature

Contractor's Signature