SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, SEPTEMBER 4, 2018
6:00 P.M.

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

REGULAR MEETING

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

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

1. **Prayer (GUEST PASTOR)**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

BIDS/PUBLIC HEARINGS:

4. **THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON A PROPOSAL TO NAME THE ROCKY CREEK BRIDGE, LOCATED ON WOODS CREEK ROAD, AFTER WORLD WAR II VETERAN AND PRISONER OF WAR, NORMAN E. HOLT.**

AWARDS/RECOGNITION:

NONE

CONSENT ITEMS:

5. APPROVAL OF MINUTES - NONE

6. EXAMINATION AND APPROVAL OF INVOICES.

7. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

8. THE BOARD TO CONSIDER APPROVAL OF THE GRIEVANCE PROCEDURES FOR FISCAL YEAR 2018-2019 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.

9. THE BOARD TO CONSIDER APPROVAL OF THE BY LAWS FOR 2018-2019 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS DIRECTOR.

10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO INSTALL THREE (3) EDUCATIONAL PANELS AT THE STEINHATCHEE BOAT RAMP, RELATED TO SHELLFISH HARVESTING, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.

11. THE BOARD TO CONSIDER APPROVAL OF AMENDED INTERLOCAL AGREEMENT WITH THREE RIVERS REGIONAL LIBRARY, AS AGENDAED BY DALE COLLUM, DIRECTOR THREE RIVERS REGIONAL LIBRARY.

PUBLIC REQUESTS:

NONE

HOSPITAL ITEMS:

NONE

ADVISORY COMMITTEE REPORTS:

NONE

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENT UNITS:

NONE

COUNTY STAFF ITEMS:

12. THE BOARD TO CONSIDER APPROVAL OF THE COUNTY ADMINISTRATOR ANNUAL EVALUATION AND OFFICIAL COMPOSITE ASSESSMENT POLICY, FORMS AND AMENDED PERSONNEL POLICY FOR ANNUAL EVALUATIONS, AS AGENDAED BY MARSHA DURDEN, HUMAN RESOURCES DIRECTOR.

13. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)-STAN MAYFIELD WORKING WATERFRONT GRANT, AS AGENDAED BY THE MARINE AGENT.

14. THE BOARD TO CONSIDER APPROVAL OF GRANT APPLICATION FOR THE FLORIDA DEP-FLORIDA RESILENT COASTLINE PROGRAM PLANNING GRANT FOR 2018-2019. AS AGENDAED BY THE MARINE AGENT.

GENERAL BUSINESS:

NONE

COUNTY ATTORNEY:

NONE

COUNTY ADMINISTRATOR ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF ROADWAY TRANSFER AGREEMENT AND ADOPTION OF SUPPORTING RESOLUTION, BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND TAYLOR COUNTY FOR FLORIDA STATE ROAD 55.

16. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

17. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

18. 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 LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

R E S O L U T I O N

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

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

Amount	Account	Account Name
Revenue:		
$ 900	107-3699021	Misc - SCBA Refills
Expenditures:		County Fire Department -
$ 900	0192-54640	R&M Automobile

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of September,2018 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2018 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

SIGN & DATE

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

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

GP Cellulose, LLC
PO Box 61270
Phoenix, AZ 85082-1270

VENDOR NUMBER	DATE	CHECK NUMBER
G194551	08-20-2018	490827

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER #	PO #/CNTR#
07/19/18	71918	900.00	.00	900.00		00287268

TOTALS	900.00	.00	900.00

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

GP Cellulose

GP Cellulose, LLC
PO Box 61270
Phoenix, AZ 85082-1270

JPMorgan Chase Bank, N.A.
Syracuse, NY 13206
50-937
213

CHECK #: **0000490827**

DATE: 08-20-2018

"Press or rub with finger.
If the green colored symbol disappears,
this document is authentic."

PAY EXACTLY $********900.00

PAY Nine Hundred and 00/100 Dollars

TO THE ORDER OF
TAYLOR COUNTY FIRE RESCUE
PO BOX 620
PERRY FL 32348

Patrick J. Boushka

⑈0000490827⑈ ⑆021309379⑆ 601875222⑈

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve Grievance Procedures for FY 2018-2019 for the Local Coordinating Board for the Transportation Disadvantaged.
MEETING DATE REQUESTED:	September 4, 2018

Statement of Issue: **Board to review and approve the Grievance Procedures for FY 2018-2019 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged .**

Recommended Action: **Approve the FY 2018-2019 Grievance Procedures for the Taylor County Transportation Disadvantaged Program.**

Budgeted Expense: **Not Applicable**

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain grievance procedures and update them on a annual basis. The Grievance Procedures are in full compliance with the Florida Commission for the Transportation Disadvantaged Grievance Procedures.**

Attachments: Grievance Procedures FY 2018-2019

GRIEVANCE PROCEDURES 2018 – 2019
TAYLOR COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED

Updated September 4, 2018

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code (F.A.C) and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). The Grievance Procedures are in compliance with Florida Commission for the Transportation Disadvantaged Local Grievance Guidelines for Transportation Disadvantaged Services (February 2010) and Florida Commission Transportation Disadvantaged Grievance Procedures (May 2015). The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

SECTION 1. DEFINITIONS

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate Designated Official Planning Agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)

1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)

1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk" as defined in Section 411.202, Florida Statutes.

1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

1.5 Transportation Operator: means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)

1.6 Service Complaint: Means routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator (CTC) or transportation operators, not local service standards established by the Community Transportation Coordinator, local Coordinating Board, and the Taylor County Board of Commissioners. Big Bend Transit is both the CTC and the operator. Big Bend Transit does not use outside operators at this time. All service complaints shall be recorded and reported by the CTC to the LCB.

1.7 Formal Grievance: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.

1.8 Administrative Hearing Process: Chapter 120, Florida Statutes.

1.9 Ombudsman Program: A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

SECTION 2. OBJECTIVES

2.1 The objective of the grievance process shall be to serve as a mediator to hear and investigate and make recommendations in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies working with the CTC and the customer. It is not the objective of the grievance process to "adjudicate" or have "determinative" powers. The objective shall be to assist in providing a resolution for the improvement of services.

2.2 The CTC, and its service operation and other subcontractors must post the contact person's name and telephone number in each vehicle regarding the reporting of complaints.

2.3 Rider brochures and other rider documents shall provide information on the complaint and grievance process including the TD Helpline Service when local resolution does not occur.

2.4 All materials pertaining to the grievance process will be made available, upon request, in a format accessible to all citizens including persons with disabilities.

2.5 A written copy of the grievance procedure shall be available to anyone upon request. The request shall be made to the CTC, Official Planning Agency, or the Commission for the Transportation Disadvantaged.

2.6 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

3.1 The Taylor County Local Coordinating Board shall appoint five (5) of its voting members to the Grievance Committee. The Grievance Committee will serve as a mediator to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the designated service area and make recommendations to the LCB.

3.2 Members shall be appointed by the Chairperson of the LCB.

3.3 The Grievance Committee shall include one representative of client/rider.

3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.

3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.

3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board if applicable.

3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.

3.8 The Grievance Committee shall elect a Chairperson and Vice Chairperson. The Chair and Vice Chair shall serve for a one (1) year term but may serve consecutive terms.

3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

SECTION 4. GRIEVANCE PROCESS

4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", "advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.

4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through the Commission for the Transportation Disadvantaged Chapter 120, Florida Statutes Administrative Hearing Process, or the judicial court system.

4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC should also include statistics on service complaints. Service complaints may include but not be limited to:

a. Late trips (late pick up or drop off)
b. No show by transportation operator
c. No show by client/rider
d. Client/rider behavior
e. Driver behavior
f. Passenger comfort/discomfort
g. Service denial (refusing service to rider without an explanation as to why – such as the client may not qualify, lack of TD funds, etc.)
h. Unsafe driving
i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for-profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

a. Chronic or recurring or unresolved service complaints
b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
c. Denial of service
d. Suspension of service
e. Unresolved safety issues
f. Contract disputes (if applicable)
g. Coordination of disputes
h. Bidding disputes
i. Agency compliance
j. Conflicts of interest
k. Supplanting of funds
l. Billing and/or account procedures
m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and at a minimum contain the following:

a. Name and address of the client/rider
b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.
c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

4.6 The following steps shall be taken after a formal grievance has been filed:

Step One: The customer shall first contact the Community Transportation Coordinator (CTC) or the entity which they have a complaint. Big Bend Transit, Inc. is the Taylor County CTC and can be contacted at 850-574-6266. Locally, complaints may be made at 850-584-5566. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance. Minimum guidelines for the CTC include:

a. All CTC and transportation subcontractors (not applicable at this time) must make a written copy of their procedures and rider policies available to anyone, upon request.

b. All CTC and transportation subcontractors (not applicable at this time) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.

c. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date the grievance was received and date by which a decision will be made.

d. The CTC will render a decision in writing, giving the complainant an explanation of the facts that lead to the CTC's decision and provide a method or ways to bring about a resolution.

e. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to all persons including those with disabilities.

f. The CTC Board of Directors, owners or whoever is legally responsible must receive a copy of the grievance and response.

Step Two: If mediation with the CTC and/or the applicable entity is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. Taylor County Board of Commissioners is the DOPA and the Planning Grant Manager can be reached at 850-838-3553.

Step Three: The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee within seven (7) working days of the meeting.

Step Four: If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in Step Three, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.

Step Five: Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.

Step Six: Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.

Step Seven: If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

Step Eight: The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

Step Nine: The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

SECTION 5. COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Ombudsman Program provided by the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the TD Helpline at 1-800-984-2435 or 850-488-6036 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. For hearing or

speech impaired clients they may call, 711 (Florida only) Florida Relay System or 850-410-5708 for TTY. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures. The Ombudsman Program is available to anyone requesting assistance to resolve complaints or grievances.

All of the steps outlined in Section 4 must be attempted in the listed order before a grievance will move to the next step in the formal grievance process with the Commission for the Transportation Disadvantaged. The client should be sure to try and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

5.2 Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

5.3 Medicaid transportation service complaints, grievances, or appeals should be addressed through the Statewide Medicaid Managed Care (SMMC) System. The SMMC has a complaint process which can be accessed online at http:/www.ahca.myflorida.com/SMMC. Complaints can also be made by calling 1-877-254-1055.

5.4 If the Commission is unable to resolve the grievance, the client will be referred to the Office of Administrative Appeals or other legal venues appropriate to the specific nature of the grievance.

Grievance Procedures Process Chart at the Local Level

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Written Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) working days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) working days.	Ten (10) working days.	Five (5) working days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) working days from the date of the action that precipitated the grievance to be filed.	Yes	Ninety (90) working days.	Fourteen (14) working days.	Seven (7) working days from the date of the resolution of the grievance.	File grievance with the Florida Commission for the Transportation Disadvantaged

NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES

Big Bend Transit, Inc.
P.O. Box 1721
Tallahassee, Florida 32302
Contact: Shawn Mitchell- Transportation Manager
Phone: 850-574-6266
smitchell@bigbendtransit.org

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Melody Cox or Jami Boothby
Phone: 850-838-3553
melody.cox@taylorcountygov.com or grants.assist@taylorcountygov.com

Taylor County Local Coordinating Board Chairperson: Thomas Demps
Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Phone: 850-838-3500 ext 107

Florida Commission for the Transportation Disadvantaged Helpline 800-983-2435
or
Florida Commission for the Transportation Disadvantaged
605 Suwannee Street, MS-49
Tallahassee, FL 32399-0450
or
www.fdot.gov/ctd

You may also contact CTDOmbudsman@dot.state.fl.us for further information about Grievance Procedures.

For Hearing and Speech impaired call 711 (Florida only) Florida Relay System or 850-410-5708 for TTY

Americans with Disabilities Act (ADA) 800-514-0301 (Voice) and 800-514-0383 (TTY)

Disability Rights Florida 800-342-0823

CERTIFICATION

The undersigned hereby certifies that they are the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the _____ day of ___September___, 2018

_____
Thomas Demps, Chairperson
Local Coordinating Board for the Transportation Disadvantaged

APPROVED BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS, THE OFFICIAL DESIGNATED PLANNING AGENCY

_____
Pam Feagle, Chairman
Taylor County Board of Commissioners

September 4, 2018
Date

Attachment 1: TD Local Grievance Guidelines for Transportation Disadvantaged Services
Attachment 2: Florida Commission for the Transportation Disadvantaged Grievance Procedures

Florida Commission for the



Transportation Disadvantaged

LOCAL GRIEVANCE GUIDELINES FOR TRANSPORATION DISADVANTAGED SERVICES

Prepared by the

Commission for the Transportation Disadvantaged
605 Suwannee Street, Mail Station 49
Tallahassee, Florida 32399-0450
Tool Free (800) 983-2345
(850) 410-5700

Updated February 2010

I. INTRODUCTION

The Commission for the Transportation Disadvantaged oversees, through contractual arrangements, a coordinated system of local transportation disadvantaged service providers in the state. At the local level Community Transportation Coordinators are responsible for the provision of service. The service area for which the Community Transportation Coordinator is responsible is, at a minimum, an entire county, but can include more than one county. The Community Transportation Coordinator can be a transportation operator and actually provide transportation service, or it can form a network of providers by contracting all or some of the service to other transportation operators.

Another key entity involved in the development, monitoring, support, and evaluation of the local service delivery system is the local Coordinating Board. Each county or service area has a local Coordinating Board to provide information, guidance and advice on the local coordinated system.

The purpose of these guidelines is to provide information and uniform guidance in regard to local grievance practices and procedures. It is to be applied by Community Transportation Coordinators and local Coordinating Boards in developing and implementing their local grievance procedures.

It is the intent of the Commission for the Transportation Disadvantaged to encourage resolution of grievances at the local level, and to educate the passengers, funding agencies, and any other interested parties about the grievance process(es).

II. FORMAL GRIEVANCE VS. SERVICE COMPLAINTS

As you develop your Grievance process(es), it is very important that we define and delineate the differences between what a formal grievance is, pursuant to Chapter 427 F.S. and Rule 41-2 F.A.C., and what daily service complaints are. Daily service complaints are routine in nature, occur once or several times in the course of a days' service, and are usually resolved immediately within the control center of the Community Transportation Coordinator. However, if left or unresolved, a routine service complaint can mushroom into a formal grievance. Further discussion of the differences between a Formal Grievance and a Service Complaint follows:

A. SERVICE COMPLAINT

Service complaints are routine incidents that occur on a daily basis, are reported to the driver or dispatcher, or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the Community Transportation Coordinator or transportation operators, not local service standards established by the Community Transportation Coordinator and local Coordinating Board. If the Community Transportation Coordinator is also an operator, their statistics on service complaints should be

included. Local standards should be developed regarding the reporting and parameters of service complaints.

Example:

Service Complaints may include but are not limited to:
-Late trips (late pickup and or late dropoff)
-No-show by transportation operator
-No-show by client
-Client behavior
-Driver behavior
-Passenger discomfort
-Service denial (refused service to client without an explanation as to why, i.e. may not qualify, lack of TD funds, etc.)

B. FORMAL GRIEVANCE

A formal grievance is a written complaint to document any concerns or an unresolved service complaints regarding the operation or administration of TD services by the Transportation Operator, Community Transportation Coordinator, designated official planning agency (DOPA), or local Coordinating Board. The Grievant, in their formal complaint, should demonstrate or establish their concerns as clearly as possible.

Example:

Formal Grievances may include but are not limited to:
-Chronic or reoccurring or unresolved Service Complaints
(Refer to description of service complaints)
-Violations of specific laws governing the provision of TD services i.e. Chapter 427 F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law, ADA.
-Contract disputes (Agencies/Operators)
-Coordination disputes
-Bidding disputes
-Agency compliance
-Conflicts of interest
-Supplanting of funds
-Billing and /or accounting procedures

Again, these guidelines are to be used to focus on the minimum requirements in drafting and finalizing the formal grievances. This is a guide to assist in setting local standards for determining the process(es) to resolve formal grievances.

III. HEARING AND DETERMINING A GRIEVANCE

There is a distinct difference between "hearing" a grievance, and "hearing and determining" a grievance. There is no bar to a person or entity listening to or "hearing" a grievance. An entity may even investigate them, from a purely fact-finding perspective, as long as it does not, in the course of its investigation, impose requirements on third parties that are not supported by statute or contractual agreement.

However, when an entity makes a determination of the rights, duties, privileges, benefits, or legal relationships of a specified person or persons, it is exercising "adjudicative" or "determinative" powers. Deciding a grievance between two independent parties may fall within these parameters, depending on the nature of the grievance.

It should be noted that Chapter 427, F.S. grants no adjudicative powers to anyone. However, Rule 41-2,F.A.C. does provide for grievance processes at the local level:

1. LOCAL COORDINATING BOARD GRIEVANCE PROCESS

Rule 41-2.012(5)(f), F.A.C., provides for the local Coordinating Board to appoint a grievance committee to serve as a mediator to process and investigate complaints from agencies, users, potential users of the system and the Community Transportation Coordinator in the designated service area, and make recommendations to the local Coordinating Board (LCB) for improvement of service. Whereas the committee makes recommendations to the local Coordinating Board, and the local Coordinating Board is also an advisory body, neither entity has the authority to "hear and determine" a grievance. They only have the authority to "hear" and advise. It should be noted that even though the local Coordinating Board does not have determinative powers, the recognition of problems by the various members of the local Coordinating Board is a very useful mechanism to resolve many issues. In addition, it should be noted that since the local Coordinating Board is involved in the development and approval of the Transportation Disadvantaged Service Plan, and the annual evaluation of the Community Transportation Coordinator, there is considerable avenue for the local Coordinating Board to influence changes where needed.

This authority to hear and advise is the grievance procedure that is currently in place by all local Coordinating Boards and is a part of the Commission for the Transportation Disadvantaged planning grant deliverables. This procedure should not imply "determinative" powers, nor should the Commission for the Transportation Disadvantaged be included in the process as a final arbiter. However, the Commission for the Transportation Disadvantaged could be the recipient of a recommendation by the local Coordinating Board in matters pertaining to "the system" or matters within the contractual control of the Commission for the Transportation Disadvantaged. Further the Commission for the Transportation Disadvantaged may choose to listen to a grievance, with the

understanding that the Commission for the Transportation Disadvantaged is limited in its authority to rule on the grievance.

2. COMMUNITY TRANSPORTATION COORDINATOR GRIEVANCE PROCESS

The Transportation Disadvantaged Service Plan must be developed consistently with the Coordinated Transportation Contracting Instructions, incorporated by reference in Rule 41-2.002(27), F.A.C. Pursuant to these instructions, the Operations Element must contain at a minimum, the step-by-step process that the Community Transportation Coordinator uses to address "Service Complaints" and "Formal Grievances". The "Formal Grievance" part of this is intended to be the step-by-step process which allows for "hearing and determination" activities within the Community Transportation Coordinator's organization.

Therefore, it will provide steps by which a formal written grievance can be "heard" and a "determinative" action can be taken. The Community Transportation Coordinator's grievance procedure should ultimately end at its Board of Directors, Board of County Commissioners, Owner or whoever else is legally responsible for the actions of the Community Transportation Coordinator.

Apart from these grievance processes, aggrieved parties with proper standing may also have recourse through the Chapter 120, F.S., administrative hearings process or the judicial court system.

IV. MINIMUM REQUIREMENTS FOR FORMAL GRIEVANCE PROCEDURES BY COMMUNITY TRANSPORTATION COODINATOR & LOCAL COORDINATING BOARD

The following paragraphs contain minimum requirements for the development of grievance procedures by the Community Transportation Coordinator and local Coordinating Board as authorized by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statutes and Rule 41-2, F.A.C.

Formal grievance processes by the LCB or Community Transportation Coordinator shall be open to addressing concerns by any person or agency including but not limited to: Purchasing agencies, Users, Potential users, Private-for-profit operators, Private-nonprofit operators, Community Transportation Coordinator's, designated official planning agencies, Elected officials, and drivers.

A. The minimum guidelines for the local Coordinating Board's formal grievance procedures are:

1. The local Coordinating Board's formal grievance procedures should state that all grievances filed must be written and contain the following:

-The Name and Address of the complainant;
-A statement of the grounds for the grievance and supplemented by supporting documentation, made in a clear and concise manner; and
-An explanation by the complainant of the improvements needed to address the complaint.

2. All local Coordinating Board's must make a written copy of their grievance procedures available known to anyone, upon request.

3. Local Coordinating Board's grievance procedures should make known to whom and where grievances are to be sent.

4. The local Coordinating Board's grievance procedures must specify a maximum amount of days (not to exceed 60) that the local Coordinating Board has to respond to Grievant.

5. The local Coordinating Board will render a response in writing providing explanation or recommendations regarding the grievance.

6. The local Coordinating Board grievance subcommittee must review all grievances and report accordingly to the full local Coordinating Board.

7. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

8. If the local Coordinating Board receives a grievance pertaining to the operation of services under the Community Transportation Coordinator, that grievance should be passed on to the Community Transportation Coordinator for their response to be included in the local Coordinating Board's response.

B. The minimum guidelines for the Community Transportation Coordinator's formal grievance procedures regarding service and administrative complaints are:

1. The Community Transportation Coordinator's grievance procedures should state that all grievances filed must be written and contain the following:
-The name and address of the complainant;
-A statement of the grounds for the grievance and supplemented by supporting documentation, made in a clear and concise manner;
-An explanation of the relief desired by the complainant.

2. All Community Transportation Coordinators and transportation subcontractors (including coordination contractors) must make a

written copy of their grievance procedures and rider policies available to anyone, upon request.

3. All Community Transportation Coordinators and transportation subcontractors (including coordination contractors) must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.

4. Grievance procedures must specify a minimum amount of days (not to exceed 15 working days) to respond to Grievant in writing noting the date of receipt and the date by which a decision will be made.

5. The Community Transportation Coordinator will render a decision in writing, giving the complainant an explanation of the facts that lead to the Community Transportation Coordinator's decision and provide a method or ways to bring about a resolution.

6. All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

7. The Board of Directors, Owners, or whoever is legally responsible must receive a copy of the grievance and response.

The desire to integrate the Community Transportation Coordinator and local Coordinating Board formal grievance process(es) is a local option. Any desire to involve the Commission for the Transportation Disadvantaged can be accomplished only after the local process is completed. The last step in every local process must be to refer the grievant to the Commission for the Transportation Disadvantaged Grievance Procedures. These procedures were established to address grievances that are brought to the Commission. To file a grievance with the Commission, the customer may begin the process by contacting the Commission through the TD Helpline at (800) 983-2435 or via mail at: Florida Commission for the Transportation Disadvantaged; 605 Suwannee Street, MS-49; Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd Upon request, the Commission will provide the customer with an accessible copy of the Commission's Grievance Procedures.

However, Chapter 427, F.S. does not expressly confer the power or authority for the Commission for the Transportation Disadvantaged to "hear and determine" a grievance between two third parties. The Commission for the Transportation Disadvantaged can listen to grievances and it can investigate them from a fact-finding perspective. It cannot be the "judge" or "arbiter" of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within "the system". Similarly, if the grievance showed that one of the parties

with whom the Commission for the Transportation Disadvantaged contracts was acting so aberrantly as to not be in compliance with its contract, the Commission for the Transportation Disadvantaged could exercise whatever contractual rights it has to correct the problem.

Accordingly, the Commission for the Transportation Disadvantaged ' may take part in the grievance process, if it wants to, for purposes of listening to the grieving parties and gathering the facts of the matter. It may not decide the grievance, where doing so would amount to an exercise of adjudicative powers.

Medicaid complaints, appeals, and grievances will be addressed through the Medicaid Grievance System. All procedures must include a referral to Medicaid Fair Hearing, which are conducted through the Department of Children and Families.

Florida Commission for the



Transportation Disadvantaged

Grievance Procedures

Revised 05/26/2015

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
605 SUWANNEE STREET, MS-49
TALLAHASSEE, FL 32344

GRIEVANCE PROCEDURES

PURPOSE:

The intent of this procedure is to provide the Commission with guidelines to follow when grievances are presented to the Commission.

HISTORY/BACKGROUND:

The CTD program is centered on local involvement and control. All service complaints and grievances are encouraged to be addressed/resolved through local processes and appropriate channels. The Commission requires all local systems to have written procedures for addressing/resolving complaints and grievances. Complaints are defined by CTD as any documented customer concern involving timeliness, vehicle condition, quality of service, personnel behavior, and other operational policies. ***This does not pertain to issues concerning eligibility.*** Grievances are defined as unresolved complaints.

All issues which pertain to TD eligibility are referred to the local Appeals Process that is provided through the local Coordinating Board. Issues regarding ADA eligibility are referred to the appropriate Transit System and are not heard by the Commission. Individuals with ADA concerns may also be referred to the Americans with Disabilities Act toll-free information line, 800-514-0301 (voice), 800-514-0383 (TTY).

A complaint and grievance are required to have two processes which address how each will be addressed. Filing a complaint locally is always the first step. If the complaint is not resolved to the complaint's satisfaction, generally the next step in the local process would be to file a written grievance with the LCB. Once a grievance has been addressed by the LCB, then the Commission would consider hearing the grievance.

In some cases the local procedures will have a referral to the CTD's Ombudsman Program/TD Helpline as the last step in the complaint procedures. In these cases the Ombudsman Staff would attempt to assist the grievant; however, the grievance would not be heard by the CTD until the grievance had been addressed by the LCB.

It is due to this process, the Commission decided there needed to be procedures in place for addressing grievances that are brought to the Commission.

GRIEVANCE PROCEDURES

AUTHORITY:

Chapter 427.015(2), F.S. states "the recommendation or termination of any CTC shall be subject to approval by the CTD".

Chapter 427, F.S. does not expressly confer the power or authority for the CTD to hear and determine a grievance between two third parties. The CTD can listen to grievances and it can investigate them from a fact-finding perspective. It can not be the judge or arbiter of the grievance in the sense of determining that one party's version of the facts is right and the other is wrong, and order the wrong party to somehow compensate the right party. On the other hand, the grievance may bring to light a problem within the system. Similarly, if the grievance showed that one of the parties with within the CTD contracts was acting so aberrantly as to not be in compliance with its contract, the CTD could exercise whatever contractual rights it has to correct the problem.

Apart from these grievance processes, aggrieved parties with proper standing may also have recourse through the Chapter 120, F.S., administrative hearings process or the judicial court system.

SCOPE:

These procedures are required to be used by parties who wish to file a grievance with Commission related to transportation disadvantaged services provided in the State of Florida.

REFERENCES:

The Commission requires each local transportation system to have established local complaint and grievance procedures. Local grievance procedures are included in each local Transportation Disadvantaged Service Plan. A copy of the local grievance procedures may be obtained by requesting them from the CTC, Official Planning Agency, or Commission. A copy of the Commission's Grievance Procedures may be obtained by requesting them from the Florida Commission for Transportation Disadvantaged, 605 Suwannee Street, MS 49, Tallahassee, FL 32399-0450.

FORMS:

There is no form required at this time. The grievance must be in a written format and include all the background information and specifics regarding the grievance.

PROCEDURES:

1. All grievances submitted to the CTD must have first been submitted to and responded to by the local complaint and grievance processes.
2. All grievances must be submitted to the CTD in writing. The customer may begin this process by contacting the Commission through the CTD Helpline at (800) 983-2435 or via mail at: Florida Commission for the Transportation Disadvantaged; 605 Suwannee St., MS-49; Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. Upon request of the customer, the Commission will provide the customer with an accessible copy of the Commission's Grievance Procedures.

3. An acknowledgement of having received the grievance will be sent out immediately by the CTD. The official response to the grievance by the CTD will be in writing within 30 days. Depending upon the factors involving resolving the grievance this deadline could be extended with notice to the grievant by the CTD.

4. All grievances submitted to the CTD will be forwarded to the Ombudsman Staff who will research the grievance and notify the CTD Executive Director and Ombudsman Committee Chair who will make recommendations on how the CTD will proceed.

5. The grievant and local representatives will be notified the Committee will be discussing the grievance at a certain time and place. If they so choose, they may attend the Ombudsman Committee meeting where they will be provided an opportunity to present information. CTD's legal counsel may be requested to attend. The Committee may conduct meetings/reviews at the local level or by conference call for the convenience of the consumer, as needed. The CTC, LCB Members, and others who are involved in the local transportation system may be requested to participate.

6. The decisions rendered by the Ombudsman Committee concerning a grievance will be reported to the Commission at the next scheduled meeting.

7. The Ombudsman Committee Chair may choose to bring the grievance directly to the Commission.

8. As a result of the grievance, Special Reviews, Operational Studies, and Legal Reviews may be conducted by the CTD, or authorized agents, in effort to address or resolve issues.

9. The customer also has the right to file a formal grievance with the Office of Administrative Appeals or other venues.

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TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to review and approve the By Laws for 2018-2019 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged
MEETING DATE REQUESTED:	September 4, 2018

Statement of Issue: Board to review and approve the By Laws for 2018-2019 for the LCB for the Transportation Disadvantaged.

Recommended Action: Approve LCB By Laws for 2018-2019

Budgeted Expense: Not Applicable

Submitted By: Melody Cox

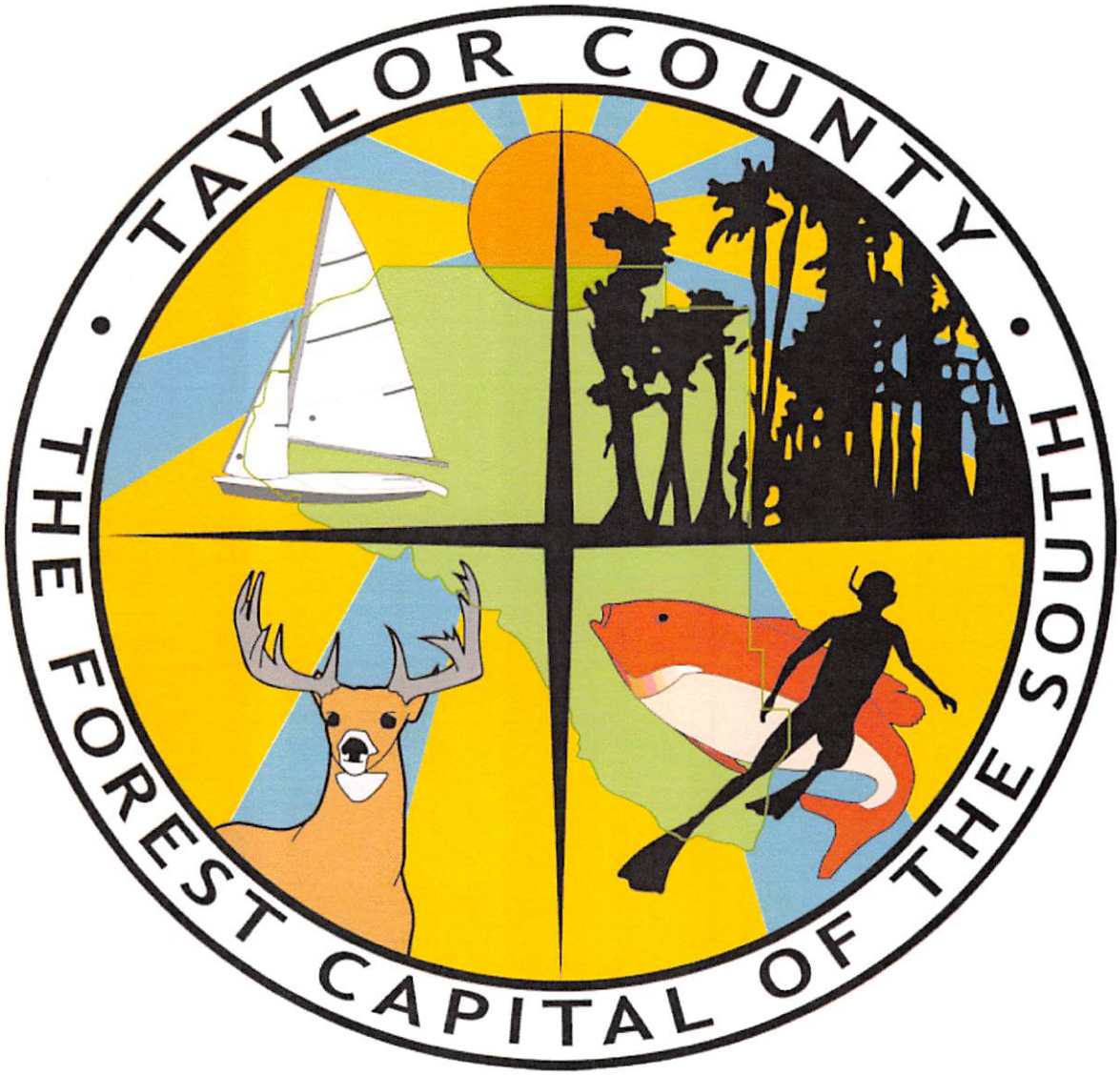
Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The terms of the Transportation Disadvantaged Planning Grant require the LCB for the Transportation Disadvantaged to maintain By Laws and update them on an annual basis. The agencies and groups represented on the LCB are a requirement of the Florida Commission for the Transportation Disadvantaged.

Attachments: 2018-2019 By Laws for the LCB

Taylor County
Transportation Disadvantaged
Local Coordinating Board
By-Laws 2018-2019



Updated September 4, 2018

_____

Thomas Demps, Chairman
Local Coordinating Board of the Transportation Disadvantaged

OUR MISSION: To ensure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons.

Our Vision and Values: To provide the **best** possible transportation services to the transportation disadvantaged population, providing a viable program to assist in the improvement of the quality of life of our citizens.

SECTION 1: PREAMBLE

The following sets forth the by-laws which shall serve to guide the proper functioning of the Taylor County Transportation Disadvantaged Local Coordinating Board. The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code (FAC), LCB and Planning Agency Operating Guidelines (August 2017) and subsequent laws setting forth requirements for the coordination of transportation services to the transportation disadvantaged. The by-laws also adhere to the policies and procedures as set forth by the Taylor County Board of Commissioners for County appointed and approved Committees and Advisory Boards.

SECTION II: NAME AND PURPOSE OF BOARD

A. **Name.** The name of the Coordinating Board shall be the **Taylor County Transportation Disadvantaged Local Coordinating Board (LCB),** hereinafter referred to as the Board.
B. **Purpose.** The purpose of the Board is to identify local service needs, assist in planning for said needs, assist with the selection and annual review of a Community Transportation Coordinator (CTC), provide information, advice and direction to the CTC on the provision of services to the transportation disadvantaged and assist in the development of the local Transportation Disadvantaged Service Plan (TDSP).

SECTION III: MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, AND TERMINATION OF MEMBERSHIP

A. **Voting Members.** In accordance with Chapter 427.0157, Florida Statutes, all members of the Board shall be appointed by and/or approved by the Taylor County Board of Commissioners.

The following agencies or groups shall be represented on the Board as voting members

1. A County Commissioner or other elected official from service area.
2. A local representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.
4. A person over sixty (60) years of age representing the elderly in the county.
5. The County's Veterans Service Officer or a person recommended by the local Veterans Service Officer representing the Veteran's in the County.
6. A local representative for children at risk.

7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Regional Workforce Development Board (Career Source of North Florida.)
9. A representative of the local medical community (local health department, long term care facilities, hospitals, assisted living facilities, kidney dialysis centers, etc.)
10. A person representing the disabled of the county.
11. A representative of the public education community which could include but not be limited to, a representative of the local School Board, school transportation services, or Head Start where the school district is responsible.
12. A person who is recognized by the Florida Association for Community Action representing the economically disadvantaged.
13. Two citizen advocate representatives with one who uses the transportation services as their primary means of transportation.
14. A representative of the Florida Agency for Health Care Administration.

B. Alternate Members. The designated agencies shall name one (1) alternate who may vote only in the absence of that member on a one-vote-per-member basis.

C. Technical Advisors - Non-voting Members. Additional non-voting members may be appointed by the Board of County Commissioners or by majority vote of the LCB to provide technical advice as necessary.

D. Terms of Appointment. Except for the Chairperson and agency representative, the members of the board shall be appointed for three (3) year terms. Members may be reappointed if requested by the agency or group the member is representing and if approved by the Board of Commissioners. Terms are staggered to prevent a significant turnover during a particular period.

E. Termination of Membership. Any member of the Board may resign at any time by notice in writing to the LCB Chairman. If the member is from an Agency required by the Florida Commission for the Transportation Disadvantaged, the Agency shall be responsible for appointing a new member and their alternate. The Planning Grant Coordinator shall be notified by the Agency as to the new appointment(s). Attendance is required at scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the Planning Coordinator shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend three (3) consecutive meetings. The County/Planning Agency shall maintain an attendance roster for each LCB meeting. This roster shall be submitted to the TD Commission with each quarterly report. The Taylor County LCB will follow the Advisory Committee Attendance Policy approved by the Taylor County Board of Commissioners and guidelines of the Florida Commission for the Transportation Disadvantaged.

SECTION IV: OFFICERS AND DUTIES

A. **Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.

B. **Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction; the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be the appointee of the Taylor County Board of Commissioners. The Chairperson will serve until their elected term of office expires or otherwise replaced by the Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.

C. **Vice Chairperson**. The Local Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting. LCB members can serve more than one term as Vice-Chairperson, but not for consecutive terms. The annual organizational meeting is held at the 1st quarter meeting in (normally September) to elect a Vice – Chairperson for the upcoming new fiscal/grant reporting year. If there is a tie vote for the Vice-Chairperson at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

   At the organizational meeting for FY 2017-2018 there was a tie vote for the Vice-Chairperson. The LCB members voted to have Co-Vice Chairpersons for the upcoming year. In the event the Chairperson is unable to attend a LCB meeting or represent the LCB and both Vice-Chairpersons are present, the acting Chairperson will be determined by a coin toss. To ensure this situation does not occur in upcoming years, if there is a tie vote at the organizational meeting, a coin toss will be exercised at that time to determine the Vice-Chairperson.

SECTION V: BOARD MEETINGS

A. **Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly. The Board currently meets in September, December, March and June in concurrence with the State of Florida and Commission for the Transportation Disadvantaged fiscal year.

B. **Meeting Standards.** All meetings including committee meetings shall function under the "Government in the Sunshine Law". All meetings will provide an opportunity for public comment.

C. **Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.

D. **Quorum and Voting.** At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 51% of the members. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. Roll Call votes will be held and documented when so needed. As required by Chapter 286.012, all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote it taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

E. **Notice of Meetings.** Notices and tentative agenda packages shall be sent to all Board Members, other interested parties, and the largest circulating newspaper in the designated area at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

SECTION VI: STAFF

A. **General.** The County Commission shall provide the Local Coordinating Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in Chapter 427.0157 Florida Statutes and the Local Coordinating Board and Planning Agency Operating Guidelines (August 2017). These responsibilities include providing sufficient staff to manage and oversee the operations of the local program, assist in scheduling meetings, preparing meeting agenda packets, and other necessary administrative duties as required by the Local Coordinating Board within the limit of resources available.

SECTION VII: BOARD DUTIES

A. **Board Duties.** The Local Coordinating Board member duties, with the assistance of the Planning Grant staff, shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.

1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Managers files.

2. Review and approve the selection of the Community Transportation Coordinator (CTC) and the Memorandum of Agreement between the CTC and the TD Commission.
3. Annually review, make recommendations and approve the Transportation Disadvantaged Service Plan (TDSP) and annual updates to the TDSP. Ensure all appropriate parties are included in the process including the public, the planning agency and the CTC.
4. Annually evaluate the CTC's performance in general and relative to insurance, safety requirements and standards as referenced in Rule 41-2, 006, FAC, and results of standards in the most recent TDSP. The LCB shall set an annual percentage goal increase (or establish a percentage) for the number of trips provided within the system to be on public transit where such services are available. (There is currently no other public transit service in Taylor County). The LCB shall utilize the Commission's Quality Assurance Performance Evaluation Tool to evaluate the performance of the CTC. This evaluation Tool and Summary will be submitted to the Commission upon approval by the LCB.
5. In cooperation with the CTC, review and provide recommendations to the Commission and the Taylor County Board of Commissioners, on all applications for local government, state or federal funds relating to transportation of the transportation disadvantaged in the designated service area to ensure that any expenditures within the designated service area are provided in the most cost effective and efficient manner (427.0157(3), FS). The accomplishment of this requirement shall include the development and implementation of a process by which the Coordinating Board and CTC have an opportunity to become aware of any federal, state or local government funding requests and provide recommendations regarding the expenditure of such funds. Such funds may include expenditures for operating, capital or administrative needs. Such a process should include at least:

   A. The review of applications to ensure that they are consistent with the TDSP. This review shall consider:
      a. The need for the requested funds or services;
      b. Consistency with local government comprehensive plans;
      c. Coordination with local transit agencies, including the CTC;
      d. Consistency with the TDSP;
      e. Whether such funds are adequately budgeted amounts for the services expected; and,
      f. Whether such funds will be spent in a manner consistent with the requirements of coordinated transportation laws and regulations.

   B. Notify the Commission of any unresolved funding requests without delays in the application process.

6. When requested, assist the CTC in establishing eligibility guidelines and trip priorities.

7. Review coordination strategies for service provision to the transportation disadvantaged in the designated service area to seek innovative ways to improve cost effectiveness, efficient, safety, operating hours, and types of service in an effort to increase ridership to a broader population (427.0157(5) FS). Such strategies should include:
   A. Evaluation of multi county or regional transportation opportunities. Supporting inter- and intra-county agreements to improve coordination as a way to reduce costs for service delivery, maintenance, insurance, or other identified strategies; and

   B. Seeking the involvement of the private and public sector, volunteers, public transit, school districts, elected officials and others in any plan for improved service delivery.

8. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the CTC in the County designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners and in compliance with the Transportation Disadvantaged Commission standards, shall be followed.
9. Annually review coordination contracts (if applicable) to advise the CTC whether the continuation of said contract provides the most cost effective and efficient transportation available (41-2.008(3) FAC).
10. Annually hold a minimum of one (1) public hearing/workshop. This must be a separate meeting from a quarterly LCB meeting and must have its own agenda and minutes, for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
11. All LCB members will be trained on and comply with the requirements of Section 112.3143, Florida Statutes, concerning voting conflicts of interest (41-2.012(5)(d) FAC).
12. Work cooperatively with regional workforce development boards established in Chapter 445 to provide assistance in the development of innovative transportation services for participants in the welfare transition program (427.0157(7), FS).

SECTION VIII: COMMITTEES

A. **Committees.** Committees shall be designated by the Chairperson as necessary to investigate and report on specific subject areas of interest to the Local Coordinating Board and to deal with administrative and legislative procedures.

SECTION IX: COMMUNICATIONS WITH OTHER ENTITIES AND AGENCIES

A. **General.** The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

SECTION X: CERTIFICATIONS

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the 4th day of September, 2018.

_____
Pam Feagle, Chairman
Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the _____day of September, 2018.

_____
Thomas Demps, Chairman
Local Coordinating Board of the
Transportation Disadvantaged.

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Request for Authorization to install 3 educational panels related to shellfish harvesting at the Steinhatchee Boat Ramp**
Meeting Date:	August 21, 2018

Statement of Issue: Authorization to install 3 educational panels related to shellfish harvesting at the Steinhatchee boat ramp

Recommendation: **Grant authorization to install 3 educational signs at the Steinhatchee boat ramp.**

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

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The UF/IFAS Nature Coast Biological Station received a grant to to make some educational panels related to shellfish harvesting in the Big Bend. For Taylor County, there is funding for three panels: one about Scalloping, one about Stone crabbing, and one with an overview of the Big Bend shellfish trail. Grant funds will cover all of the costs associated with the educational panels (printing, mounting and installation) so there is NO cost for the County. The panels will provide visitors with information about the coastal resources In Taylor County water, creating awareness about this topics.

Options:

1. Grant authorization to install 3 educational signs at the Steinhatchee boat ramp
2. Deny authorization

Attachments:

1. Panel designs
2. Letter of Authorization

MALCOLM PAGE
District 1

JIM MOODY
District 2

STEVE SPRADLEY
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

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

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

August 21, 2018

Victor Blanco
Marine Extension Agent
UF/IFAS Taylor County Extension

Dear Mr. Blanco:

As a representative of the Taylor County Board of County Commissioners, we are pleased to inform you that we have decided to grant authorization for the installation at the Steinhatchee Boat Ramp of three (3) educational panels: one (1) about Scalloping, one (1) about Stone crabbing, and one (1) with an overview of the Big Bend shellfish trail. Grant funds received by the UF/IFAS Nature Coast Biological Station will cover all of the costs related to printing, mounting and installation of the educational panels, at no expense under the County budget. The panels will provide visitors with information about the coastal resources in Taylor County waters, creating awareness about this topic. Taylor County greatly benefits from the grant program as we are a small, rural community with limited resources to expand our coastal educational programs independently.

Regards,

Pam Feagle
Chairperson

c.c.: Savanna Barry – UF/IFAS Nature Coast Biological Station

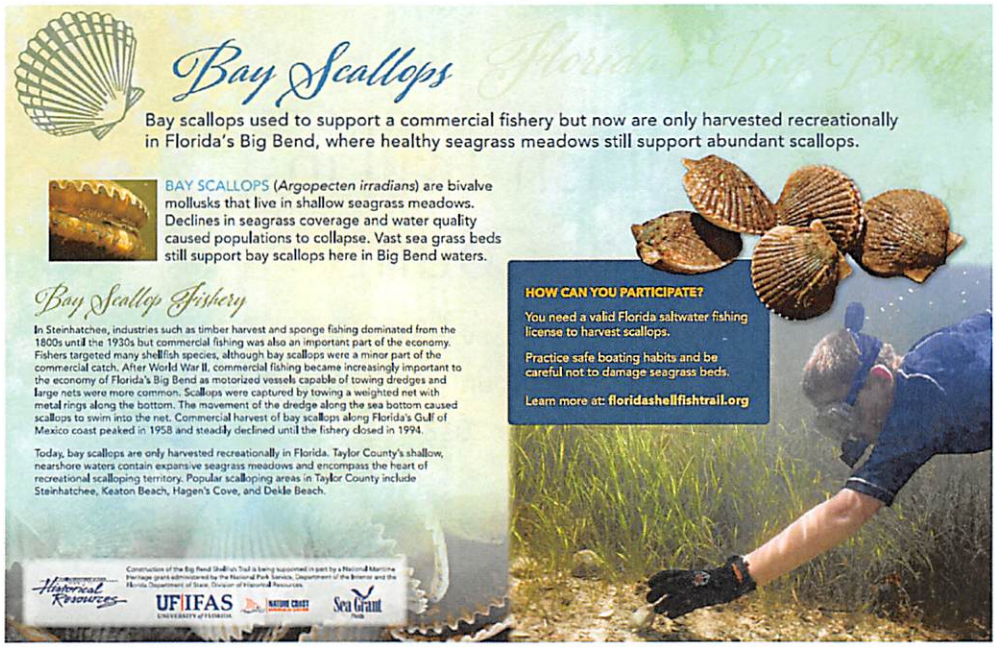
Shellfish Trail in Taylor County

Victor Blanco and Savanna Barry
Taylor County Board of County Commissioners
September 2018

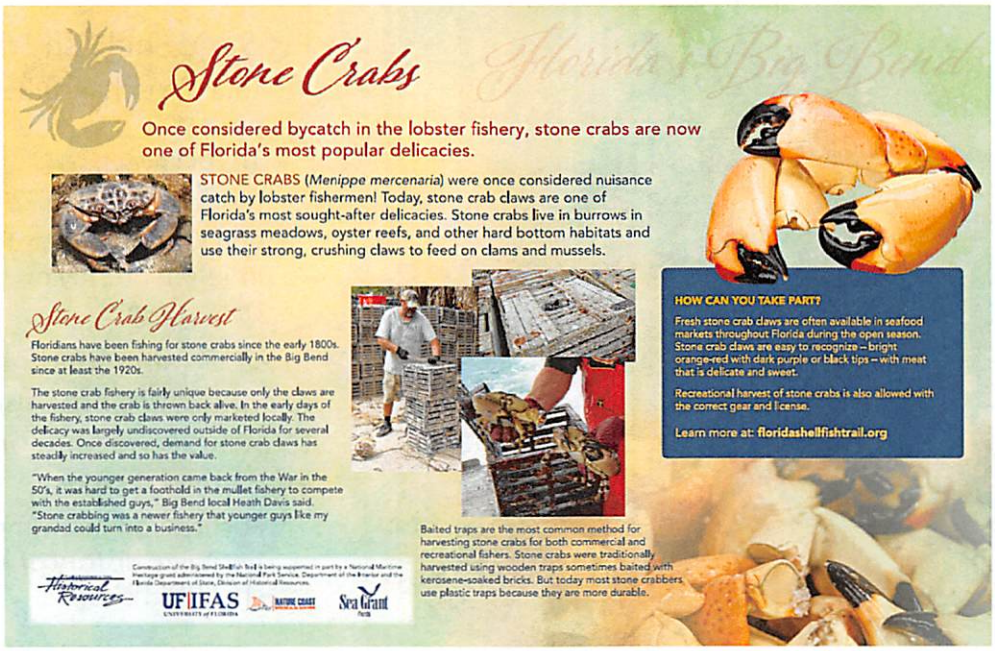


- Big Bend Shellfish Trail
  - Tourism enhancement project
  - 10,000 Brochures produced in 2016-2017
  - Collaboration with TDCs in Jefferson, Taylor, Dixie, Levy
- In 2017, new funding to expand from brochures to include website and educational signs
  - Focused on maritime heritage, history of key shellfish fisheries

Sign panel 1 for Steinhatchee - Scallops



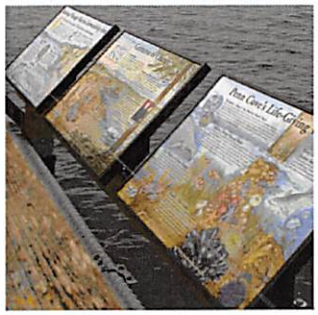
Sign panel 2 for Steinhatchee – Stone Crabs



Signage Details

- Size: 24" tall x 36" wide
- Mounting - choice of
  - Panel base
  - Rail mounting
- Suggested mounting location
  - Steinhatchee boat ramp
- Gel Coat Laminate signs
  - Guaranteed outdoor performance for 10 years







Timeline

- Jan-Oct 2018: Signs Developed and Finalized
- Sept 2018: Gain BOCC Approval for Installation
- Oct-Dec 2018: Signs Printed and Installed

- UF will cover all installation costs (sign printing, base, concrete for pedestal bases)



11

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Three Rivers Regional Library Interlocal Agreement Amendment**
MEETING DATE REQUESTED:	September 4, 2018

Statement of Issue: The State Library has notified us that if we allow our Board Members to attend board meeting by electronic means (calling in, conference call, etc) we need to specifically state in the Interlocal Agreement that it is allowed. We have amended the Interlocal Agreement to this effect. No other changes have been made.

Recommended Action: Taylor County Board of County Commissioners ratify the change in the Interlocal Agreement.

Fiscal Impact: None

Budgeted Expense: None

Submitted By: Dale Collum, Director, Three Rivers Regional Library

Contact: Dale Collum

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Amended Interlocal Agreement for Three Rivers Regional Library

Three Rivers Regional Library System

THIS INTERLOCAL AGREEMENT, made and entered into this _1st__ day of _____, A.D. 2018, by and between Dixie County, a political subdivision of the State of Florida; Gilchrist County, a political subdivision of the State of Florida; Lafayette County, a political subdivision of the State of Florida; and Taylor County, a political subdivision of the State of Florida; hereinafter collectively referred to as the "Counties", hereby amending any and all previous Interlocal Agreements and Amendments thereto regarding Three Rivers Regional Library System Interlocal Agreement entered into by Dixie, Gilchrist, Lafayette and Taylor Counties, and provisions for the addition of other counties as a part of the Three Rivers Regional Library System, subject to all benefits and obligations thereto.

WITNESSETH:

WHEREAS, the Counties are authorized by Florida Statutes Section 163.01 (2010) to enter into interlocal agreements to cooperatively utilize the most efficient use of their powers on a basis of mutual advantage and to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of the Region encompassed by Dixie, Gilchrist, Lafayette and Taylor Counties; and

WHEREAS, the Counties, public agencies of this State, are authorized to exercise jointly with any other public agency of this State or the United States any power, privilege or authority which such agencies share in common and which might exercise separately; and

WHEREAS, a cooperative regional approach to library services without regard to political or governmental boundaries is necessary in order to promote and protect the public health and

welfare of the citizens of the Region; and

WHEREAS, it is in the best interest of the citizens of Dixie, Gilchrist, Lafayette and Taylor Counties that a single entity make all policies necessary in connection with the providing and the furnishing of library services in the Region; and

WHEREAS, since such an entity must have broad powers and responsibilities, it should be composed of members of the Boards of County Commissions of Dixie, Gilchrist, Lafayette and Taylor Counties and non elective members; and

WHEREAS, each of the Counties has determined, as a matter of fact, that each County's entry into this cooperative arrangement will enable the provision of library services which would otherwise be unavailable under current and future anticipated funding mechanisms;

NOW THEREFORE, for and in consideration of the mutual benefits to flow to the Counties and in consideration of the mutual covenants, promises and agreements herein contained, the Counties hereby agree with each other as follows:

SECTION 1: DEFINITIONS.

Whenever used in this Agreement, unless a different meaning clearly appears from the context:

(1) "Library Board" means the governing body of the Three Rivers Regional Library System, whose members are appointed by the respective Boards of County Commission of member counties.

(2) "Cooperative Library" means a public library or library system operated by a governing body designated by one or more eligible governmental entities to administer through a single administrative head, the common services for a group of self-governing libraries that have

joined together by formal agreement to share resources and to provide library services across their combined legal service area.

(3) "County" means a county which is a party to this Agreement. For purposes of this Agreement, any right or power which may be exercised by a County shall be exercised by the Board of County Commissioners of that County.

(4) "Counties" means Dixie County, Gilchrist County, Lafayette County and Taylor County, collectively.

(5) "Governing Body" means the Three Rivers Regional Library Board, which has the authority to administer the cooperative library through setting policies; adopting plans; adopting budgets; hiring the single administrative head of the cooperative; making expenditures; and entering into contracts on behalf of the library.

(6) "Library Director" means the single administrative head of the Three Rivers Regional Library System, with the responsibilities and authority as set forth herein. The Library Director shall have the following minimum qualifications: Completion of a Master of Library Science Degree from a library school program accredited by the American Library Association and shall have had at least two (2) years of successful, full time library experience, attained after the degree, in a public library unit open to the public at least 40 hours per week.

(7) "Library System", or Cooperative Library, means any plant, facility or property and additions, extensions and improvements thereto, at any time constructed or acquired as part thereof, useful or necessary or having the capacity for future use for libraries. It shall also include vehicles used in library services and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever, equipment, machinery,

furnishings, fixtures and replacements, relating to any such Library System and necessary or convenient for the operation thereof, including personnel, programs and services, under which the Library Board operates the library facilities.

(8) "Member" means each individual county participating in this agreement.

(9) "Person" means an individual, partnership, joint venture, private or public service company, agency, department, or entity of the United States government or of any state government, or any other agency, department or entity, public or private, however organized.

(10) "Region" means the geographic area encompassed by Dixie, Gilchrist, Lafayette and Taylor Counties.

(11) "Single Administrative Head" means library director or individual employed by Library Governing Board to be responsible for managing the library.

SECTION 2: PURPOSE OF AGREEMENT.

(1) The purpose of this Agreement is to effectively, efficiently and economically provide library services within the Region.

(2) The powers and purposes enumerated in this Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Region.

(3) The Three Rivers Regional Library System shall build, construct or cause to be built or constructed, a Library System which complies with Federal and Florida law.

(4) The Counties enter into this Agreement for the purpose of establishing a regional library system, to provide unified library services. In particular, it is the express purpose of the Agreement and of the Counties to provide for the coordination of library service throughout the Region; to provide for equal access to free public library service to all residents of the Region; and

to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance and development of library services throughout the Region.

SECTION 3: MEMBERSHIP, REPRESENTATION, QUORUM AND VOTING.

(1) Each County shall appoint one (1) County Commissioner and one (1) other person considering recommendations from the Friends of the Library from each county to be a member of the Library Board. Each County shall further designate one (1) County Commissioner to serve as an alternate member who shall act on behalf of any of its appointees unable to perform Library Board functions. In addition, the Clerk from each county shall serve alternating one (1) year terms. During the first year the Clerk from Dixie County shall serve on the Library Board, for the second year, the Clerk from Gilchrist County shall serve on the Library Board, in the third year, the Clerk from Lafayette County shall serve on the Library Board, in the fourth year, the Clerk from Taylor County shall serve on the Library Board. The year shall be deemed to mean the fiscal year beginning October 1 and ending September 30, and continuing yearly thereafter beginning each October 1 and ending each September 30. The Clerk from each County shall serve on an annual basis. Alternate members shall have the same rights, duties and responsibilities as Library Board members.

(2) A quorum for purposes of this Agreement shall consist of a minimum of five (5) members of the Library Board. Board members may attend via telephone, video conferencing or similar real-time electronic or video communication and this attendance will count towards quorum and the member's votes will count as if they were physically present.

(3) Each member shall serve until removed or replaced by his/her respective appointing County. Each County shall have appointments reviewed annually except for the Clerk

who shall serve as hereinabove specified.

(4) Annually, the members shall elect a chairman, vice chairman, and secretary-treasurer.

(5) Library Board Members may be reimbursed for travel expenses incurred in carrying out their duties in the same manner as state employees are reimbursed pursuant to Florida Statutes Section 112.061 (2010).

(6) The Library Board shall meet as often as it deems necessary to carry out the purposes of this Agreement, but will meet at least quarterly. Additional meetings shall be upon call of the chairman or any four (4) members.

SECTION 4: DURATION, WITHDRAWAL AND TERMINATION.

(1) The Library System shall continue in existence until it is dissolved. Upon an affirmative vote of at least three fourths (3/4) of the member Counties, the Library System may be dissolved.

(2) Any member County may withdraw from the Library System established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. The termination and withdrawal shall be effective on the next succeeding September 30, and shall be accomplished by the giving of written notice of the withdrawal and termination to the Library Board on or before May 1 prior to the September 30 effective date of termination.

(3) Upon withdrawal by any County, all real property and equipment purchased with Federal Grant funds and costing more than $1,000.00 shall remain the property of the Library System.

(4) Upon termination of this Agreement all real property and equipment purchased

with Federal Grant funds and costing more than $1,000.00 shall be the property of the successor organization to the Library System or if no successor organization is in existence, then it shall revert to the State Library according to federal law.

(5) Materials and equipment purchased with local, operating or equalization funds shall be the property of the local library for which they were purchased, even if purchased by the Library System. Maintenance, sale or lease of the real property shall be the responsibility of the owning entity.

(6) Upon withdrawal or termination of the Agreement by any County, all property and/or equipment acquired by the Library System with County funds shall (to the extent that ownership or possession vests or is vested in the Library System) belong to and vest in the County in which the property or equipment is located, and possession thereof shall likewise vest in that County. Likewise, all property and equipment acquired by the Library System with Federal Grant funds valued in excess of $1,000.00 shall remain the property of the Library System so long as the Library System remains in existence.

SECTION 5: ADDITION OF NEW LIBRARIES.

The Three Rivers Regional Library System is a cooperative library system administered with the cooperation of each member county. Any member county wishing to include more than one library as part of the regional system will do so with the understanding that the county itself has the membership into the regional library system and not the individual libraries.

Any library within a participating member county may become a party to this Agreement, a part of their local county library organization, and a part of the Three Rivers Regional Library System upon approval by a majority vote of the Regional Governing Board and upon execution

and delivery of a counterpart original of the Interlocal Agreement (as then in force). The local county commission agrees to each of the following conditions prior to July 1 of a given calendar year:

(1) Fully fund the operating budget of the new library as recommended by the Regional Governing Board for the first year of membership and commit to fund each of their county's libraries after the first year.

(2) Provide free library service to all Three Rivers Regional Library System residents, and to other users as part of existing agreements.

(3) Provide services in accordance with the Library System's Long Range Plan and Annual Plan of Service and Budget, and the policies adopted by the Regional Governing Board.

(4) Agree to all other conditions as outlined in the Three Rivers Regional Library System's Administrative Policies and Procedures Manual as adopted by the Regional Governing Board.

Upon satisfaction of these conditions, the proposed new participating library shall become a party to the Agreement and a member of the Three Rivers Regional Library System effective the next succeeding October 1. The new library shall become a part of their local county's library organization. That county is subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the participating counties under the Agreement.

SECTION 6: ADDITION OF NEW COUNTIES

The Three Rivers Regional Library System is a cooperative library system consisting of Dixie, Gilchrist, Lafayette and Taylor Counties. Any county wishing to be a member of the Three Rivers Regional Library System shall make a formal request for admission. In order to be

accepted as a member of the Three Rivers Regional Library System, the request must be approved by unanimous vote of the then existing member counties.

The new member county commission agrees to each of the following conditions prior to July 1 of a given calendar year:

(1) Fully fund the operating budget of each of their county's libraries as recommended by the Regional Governing Board for the first year of membership and commit to fund each of their county's libraries after the first year.

(2) Provide free library service to all Three Rivers Regional Library System residents, and to other users as part of existing agreements.

(3) Provide services in accordance with the Library System's Long Range Plan and Annual Plan of Service and Budget, and the policies adopted by the Regional Governing Board.

(4) Agree to all other conditions as outlined in the Three Rivers Regional Library System's Administrative Policies and Procedures Manual as adopted by the Regional Governing Board.

Upon satisfaction of these conditions, the proposed new participating county shall become a party to the Agreement and a member of the Three Rivers Regional Library System effective the next succeeding October 1. The new member county is subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the participating counties under the Agreement.

SECTION 7: LIBRARY BOARD POWERS AND AUTHORITY.

(1) The Library Board shall have and possess all powers and authorities enumerated in Florida Statutes Section 163.01 (2010).

(2) In addition to the Library Board powers as enumerated in Florida Statutes Section 163.01 (2010), the Library Board shall also have the following powers:

(a) To adopt and from time to time thereafter alter, rescind, modify, amend and enforce rules, resolutions, guidelines and orders necessary for its operation in accordance with Florida Law.

(b) To acquire, in its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

(c) To appoint a Library Director to be responsible to the Library Board and who shall serve at its pleasure; to employ such other employees as may be authorized by the Library Board; to employ or appoint external auditors, lawyers, and such other consultants as may be required for the operation and management of the Library System and to fix their compensation.

(d) To require surety bonds for any of the officers and employees as in such amounts as the Library Board deems necessary. The premiums for these bonds shall be paid in the same manner as all other operating expenses.

(e) To sue and be sued, complain and defend in all courts.

(f) To make use of the privilege of sovereign immunity in accordance with Florida Statutes Section 768.28 (2010) and all successor laws as provided by Florida Statutes Section 163.01 (2010) and all successor laws.

(g) To adopt and use a seal.

(h) To acquire, construct, reconstruct, improve, maintain, equip, furnish, and operate at its discretion such Library System as is required to carry out the purposes and intent of this Agreement.

(i) To conduct studies and contract, for such periods as may be determined by the Library Board, with governmental agencies, public or private corporations, or any other persons to carry out the purposes of this Agreement.

(j) To borrow money and issue evidences of indebtedness, accept property, gifts, grants, or loans of money from the federal and state governments and from other sources, public or private, which gifts, loans and grants shall be expended in accordance with the purposes and provisions of this Agreement.

(k) To incur debts, liabilities, and obligations which do not constitute the debts, liabilities or obligations of the Counties.

(l) To set policies, adopt plans, and adopt budgets for the Three Rivers Regional Library System.

(3) The provisions of this Agreement shall be liberally construed to effect its purpose.

SECTION 8: DUTIES OF LIBRARY DIRECTOR.

(1) The Library Director or Single Administrative Head, shall be hired by the Governing Library Board, following the advertising, screening, and interviewing of the qualified candidates. Completion of a Master of Library Science Degree from a library school program accredited by the American Library Association and shall have had at least two (2) years of successful, full time library experience, attained after the degree, in a public library unit open to the public at least forty (40) hours per week.

(2) The Library Director shall be an at-will employee of the Three Rivers Regional Library System, and shall serve at the pleasure of the Governing Library Board. The Library Director shall interview, recommend to the Governing Library Board for hiring, and supervise all

employees of the Three Rivers Regional Library System, and the Governing Library Board shall set positions and salary structure for the Library System.

(3) The following activities shall be carried out by the Library Director for all library outlets under the plans, policies, goals, objectives and budgets adopted by the Governing Library Board, and responsibility for managing these activities may not be delegated through interlocal agreements or other service agreements:

(a) Development of a single long range plan for all library outlets for adoption by the library governing body;

(b) Development of a single Annual Plan of Service and Budget for adoption by the library governing body;

(c) Development of consistent library policies for adoption by the library governing body, including those which guide public service provided by all library outlets;

(d) Management of the library to assure the successful implementation of the long range plan, the Annual Plan of Service and Budget, and the policies adopted by the governing body;

(e) Preparation of all reports required and requested on behalf of the library;

(f) Development and implementation of a plan for automated systems that provides system wide access to materials, programs and services;

(g) Development and implementation of the collection development and management plan for all library collections;

(h) Development and implementation of library programs and services;

(i) Supervision of all library staff at the Regional Library Headquarters Office;

(j) Advertise Library Board meetings in coordination with each county's Clerk of Courts Office; prepare agenda of Library Board meetings; and keep the minutes of all Library Board meetings.

SECTION 9: SERVICES OF THE LIBRARY SYSTEM TO EACH COUNTY.

The Cooperative Library System shall provide the following services on matters directly for the benefit of each member County. These services shall be administered by the Library Director and shall include, but not be limited to the following:

(a) Review and select all materials (books, periodicals, records, cassettes and other audio-visual materials) for addition to each County Library.

(b) Prepare all orders for materials to vendors and publishers.

(c) Establish a purchase order system, subject to approval by the Library Board.

(d) Check all materials received for quality and defects and file claims on goods not received in proper condition or quantity.

(e) Catalog, process and otherwise prepare all materials for delivery to each County.

(f) Deliver all materials to each County Library.

(g) Verify, process and pay invoices regarding purchase of materials for each County.

(h) Keep records of all purchases of materials.

(i) Develop and administer all state and federal grants.

(j) Assist County Library Managers in training of county library staff. Hire,

supervise, and train the regional library staff.

(k) File all necessary reports to state and federal agencies.

(l) Assist with, if necessary the preparation and administration of the annual local library budget for each member county library.

(m) Coordinate and execute the Summer Library Program in accordance with State Library instruction.

(n) Provide Inter Library Loan (ILL) and reference service assistance.

(o) Evaluate and weed the library's collection of materials.

(p) Report to each County Commission annually, or as requested, as to the quality and quantity of services provided on both a regional and county basis.

(q) Administer and recommend to each county improvements needed at each library, such as equipment upkeep, building maintenance, scheduling, inventory control, etc.; as consistent with the responsibilities of a Cooperative Library System.

SECTION 10: FINANCE.

(1) The fiscal year of the Library System shall run from October 1 through September 30 each year.

(2) The Library Board shall adopt an annual budget by September 30 to take effect on October 1 of each year.

(3) The Library Board shall secure an annual external audit of all funds administered by the Three Rivers Regional Library System and all funds claimed as expended centrally for state aid purposes, which audit shall be prepared and presented to each member county, to the Governing Library Board, and to the Florida Department of State, Division of Library and

Information Services, to qualify for the State Aid to Library's Program.

(4) Each County shall provide a copy of its budget as it relates to library functions to the Governing Board and to the Single Administrative Head. The contribution for library materials from each participating county, as reflected in its budget, shall be remitted to the Three Rivers Regional Library System twice each fiscal year.

SECTION 11: LONG RANGE PLAN FOR LIBRARY SERVICES.

(1) The Long Range Plan shall be developed by the Library Director in coordination with the Governing Library Board, member libraries, and member counties. The Plan must be adopted by the Governing Library Board of the Cooperative Library System prior to implementation.

(2) The Long Range Plan will be maintained through an annual update by the Library Director in coordination with the Governing Library Board, member libraries, and local governments.

(3) All authority with respect to funding of the Plan and of any other Three Rivers Regional Library System programs, services and/or expenditures from County revenues shall lie solely with the County and its Commission. However, all expenditures made at the local level and used as a match for State Aid purposes must be expended in compliance with and to support the purposes of the Long Range Plan and Annual Plan of Service.

(4) There shall be a single budget for library service to the residents of the legal service area of the Counties to meet the criteria for expending funds centrally. The budget must incorporate an Annual Plan of service and expenditures, and must reflect the goals, objectives and policies of the Long Range Plan of this Agreement.

(5) The budget shall be developed along a fiscal year ending on September 30 of each calendar year.

(6) The Cooperative Library's budget shall be prepared to include the individual member Counties' library budgets as presented by each respective County.

(7) The Cooperative Library's budget shall further be prepared and proposed by the Library Director in coordination with the Counties, and must be approved by the Library Board.

(8) The Library Board shall have final authority over the budget subject to the authority for funding reserved above to the Counties.

(9) The budget shall incorporate an Annual Plan of Service and Budget and shall reflect the Long Range Plan. It shall be developed by the Single Administrative Head in coordination with the participating local governments and their libraries, and shall be adopted by the Governing Library Board of the Three Rivers Regional Library System.

(10) The Annual Plan of Service and Budget shall include and take into account funds received from and expended by member Counties and the Cooperative Library; aid received from state and federal governmental sources; and all other revenues received to provide library service.

(11) There is reserved to each County the sole exclusive discretion to determine the amount of annual appropriations from County revenues and sources to the Library System. Subject to that reservation, each County agrees to expend funds in accordance with the Library System's Long Range Plan and Annual Plan of Service and Budget. In addition, County funds for the support, operation, and maintenance of each County library shall be used in accordance with specific standards for hours of service, staffing, facilities, and other basic components of library service established by the Long Range Plan and the Annual Plan of Service and Budget. The

Library Board shall have the authority for the approval of each County library budget of revenues and expenditures; PROVIDED, however, that a County library budget shall be approved and not rejected or modified by the Library Board unless that budget is expressly found to be in violation of the provisions of this Agreement or inconsistent with the Library System's budget.

SECTION 12: EXECUTION, RECORDING AND EFFECTIVE DATE.

(1) This Agreement may be simultaneously executed in four (4) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(2) At such time as this Agreement has been fully executed it shall be recorded with the Clerk of the Circuit Courts in Dixie County, Gilchrist County, Lafayette County and Taylor County.

(3) The effective date of this Agreement shall be the latest date upon which it is recorded with the Clerks of the Circuit Courts of the above-referenced Counties in which it must be recorded.

SECTION 13: AMENDMENTS.

(1) Amendments to this Agreement may be proposed by any member county through it's Board of Commissioners or any Library Board member.

(2) No amendment shall occur unless it is agreed upon by an affirmative vote of at least five (5) members of the Library Board voting and the affirmative vote of at least three-fourths (3/4) of the member county commissions.

(3) No amendment shall be effective until it is executed and recorded in the same manner as the original Agreement.

SECTION 14: COVENANT OF FURTHER ASSURANCES.

The Counties agree that from the effective date of this Agreement, each will, upon the request of the Library Board, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purposes and intent of this Agreement.

SECTION 15: DEFAULT.

If any County fails to keep and perform each and every one of the covenants hereby agreed upon, then and in that event, the Library Board, upon thirty (30) days written notice to the nonconforming County and upon the failure of the County to regain compliance within such period, may institute and maintain an action in a Court of competent jurisdiction for damages, specific performance, or injunctive relief. Additionally, the prevailing party in any litigation instituted under this Agreement shall be entitled to recover from the other party all costs of such litigation including attorney's fees both at the trial level and on appeal.

For all purposes hereunder, notice shall mean written notice sent by certified mail return receipt, properly addressed and posted, to the addresses shown herein. Notice shall be effective only upon actual mailing. Alternately, personal delivery to the chairman of the commission of a particular County shall constitute effective delivery of Notice. For purposes of the Agreement, the addresses of the parties shall be:

Dixie County	Post Office Box 4-J, Cross City, FL 32628
Gilchrist County	Post Office Box 37, Trenton, FL 32693
Lafayette County	Post Office Box 88, Mayo, FL 32066
Taylor County	Post office Box 620, Perry, FL 32348

TAYLOR COUNTY

A Political Subdivision of the State of Florida

By:_____
Chairman

ATTEST:

_____
Clerk of the Commission (Seal)

Date:_____

SECTION 16: MEDIATION.

Any dispute arising among the member counties while under this agreement shall be determined by mediation in accordance with the rules of the American Arbitration Association Mediation Rules. The parties hereto agree to jointly compensate the mediator for the mediator's time and each party is required to fully cooperate with the mediator. The mediator will be required to conclude the mediation with a recommendation for settlement within a period not to exceed (30) thirty days.

IN WITNESS WHEREOF, the Board of County Commissioners of Dixie County, the Board of County Commissioners of Gilchrist County, the Board of County Commissioners of Lafayette County, and the Board of County Commissioners of Taylor County have entered into this Agreement and have caused it to be executed by their duly authorized officers.

DIXIE COUNTY

A Political Subdivision of the State of Florida

By:_____
Chairman

ATTEST:

_____
Clerk of the Commission (Seal)

Date:_____

GILCHRIST COUNTY

A Political Subdivision of the State of Florida

By:_____
Chairman

ATTEST:

_____
Clerk of the Commission (Seal)

Date:_____

LAFAYETTE COUNTY

A Political Subdivision of the State of Florida

By:_____
Chairman

ATTEST:

_____
Clerk of the Commission (Seal)

Date:_____

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER THE APPROVAL OF THE TAYLOR COUNTY BCC COUNTY ADMINISTRATOR ANNUAL EVALUATION AND OFFICIAL COMPOSITE ASSESSMENT POLICY, FORMS, AND AMENDED PERSONNEL POLICY FOR ANNUAL EVALUATIONS
MEETING DATE REQUESTED:	September 4, 2018

Statement of Issue: **The Human Resources Director to present the requested Taylor County BCC County Administrator Annual Evaluation and Official Composite Assessment Policy, forms, and amendment to the Personnel Policy for Annual Evaluations to accommodate the request from the Board of County Commissioners to establish a new process.**

Recommended Action: Amend or approve

Fiscal Impact: **N/A**

Budgeted Expense: **N/A**

Submitted By: **Human Resources Director**

Contact: **Marsha Durden**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **This request to develop a policy for the County Administrator Annual Performance Evaluation was discussed in the last Board meeting August 21, 2018. An older version for the County Administrator Annual Evaluation was located and modified.**

Options: Amend, Deny, or Approve

Attachments:

- **Taylor County BCC County Administrator Annual Evaluation and Official Composite Assessment Policy 2.09**
- **Amended Annual Evaluations Policy – Personnel Manual page 23**
- **Amended Taylor County BCC County Administrator Annual Evaluation Form**
- **Amended Taylor County BCC County Administrator Official Composite Assessment**

Personnel Manual – Page 23

ANNUAL EVALUATIONS

Employees shall be evaluated on his/her overall performance annually in conjunction with the employee's anniversary date of their current position. Salary increases will be computed on the basis of a percentage determined annually and in accordance with the merit evaluation program adopted by the Board of County Commissioners. Pay increases may be awarded in a one-time lump sum payment and not added to the employee's base pay.

Employees who are transferred and/or promoted shall be placed on a 6 months' probation. Their anniversary date for annual merit increases will reflect the effective date in their new position.

County Administrator Annual Evaluation – See Administration Policy – Taylor County BCC County Administrator Annual Evaluation and Official Composite Assessment Policy -2.09

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Taylor County
Board of County Commissioners' Policy Manual

Policy #:	Title:	Effective Date:
2.09	**Taylor County BCC County Administrator Annual Evaluation and Official Composite Assessment Policy**	**09/01/2018**

PURPOSE

To establish an effective evaluation instrument that communicates and evaluates critical performance areas and maintains the established rapport between the County Administrator and each County Commissioner.

REFERENCE

Personnel Policies adopted effective October 1, 2014

POLICY

The Taylor County BCC County Administrator Assessment will be distributed to each County Commissioner by the Human Resources Director two months prior to the County Administrator's anniversary date.

Within one month of its receipt, each County Commissioner will assess and evaluate the County Administrator's performance and turn in the completed assessment to the Human Resources Director in a sealed envelope two weeks prior to the County Administrator's anniversary date.

The Human Resources Director will make copies of all evaluations and compile a composite performance assessment score for each area. The Human Resources Director will provide each County Commissioner with a copy of all evaluations along with a copy of the official Composite Annual Evaluation.

The County Administrator will meet individually with each County Commissioner to discuss and review their individual assessment of the County Administrator as well as the composite assessment.

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This evaluation process shall occur at least once per year. The Board may use this form as a counseling tool or may perform additional evaluations at any time during the year.

RESPONSIBLE DEPARTMENT

Human Resources

Sunset Date: none

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TAYLOR COUNTY BCC
COUNTY ADMINISTRATOR
OFFICIAL COMPOSITE ASSESSMENT

Purpose

To establish an effective evaluation instrument that communicates and evaluates critical performance areas and maintains the established rapport between the County Administrator and each County Commissioner.

Process

1. This assessment is distributed to each County Commissioner by the Human Resources Director two months prior to the County Administrator's anniversary date.

2. Within one month of its receipt, each County Commissioner will assess and evaluate the County Administrator's performance and turn in the completed assessment to the Human Resources Director in a sealed envelope two weeks prior to the County Administrator's anniversary date.

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4. The County Administrator will meet individually with each County Commissioner to discuss and review their individual assessment of the County Administrator as well as the composite assessment.

5. This evaluation process shall occur at least once per year. The Board may use this form as a counseling tool or may perform additional evaluations at any time during the year.

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MANAGEMENT OF COUNTY ASSETS

1) **FISCAL ACCOUNTABILITY:** Demonstrates the ability to plan for, forecast, account for and maintain fiscal resources allocated to department. Understands and follows county financial management policies and procedures. Understands and follows the county purchasing and bid policies. Trains subordinates and holds them accountable to adhere to fiscal policies.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

2) **PROJECT MANAGEMENT:** Develops management practices and policies which are designed to complete each project's scope of work within budget and on time. Accurately and concisely reports accurate financial conditions of each project.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

3) **PROPERTY ACCOUNTABILITY:** Properly manages, maintains, and accounts for all equipment, while accurately and timely processing all required documentation to properly account for all assigned county equipment in accordance with the county's asset management policies.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

4) **OPERATIONAL EFFICIENCY:** Obtains the best results for the money spent. Effectively controls costs and exercises good judgment and flexibility to address sudden or unexpected mandates and/or expenses.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

CHARACTER TRAITS

5) **HONESTY & FAIRNESS**: Is open and straightforward, does not show favoritism, and insures equal and open access to county resources.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

6) **SENSE OF HUMOR**: Maintains and shares an appropriate sense of humor to lighten the load.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

7) **ETHICS**: Conforms to the highest standards of professionalism and personal integrity. Adheres to the Taylor County Code of Ethics found here as Attachment #1.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

8) **CREATIVITY**: Has the ability to imagine effective and timely inventive solutions. Is willing to research and implement innovative solutions and approaches to work used in other counties and communities.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

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MANAGEMENT TECHNIQUES

9) **ACKNOWLEDGEMENTS:** Credits the County's accomplishments to the policy makers and other staff members.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

10) **DECISION MAKING AND PROBLEM SOLVING:** Makes wise and reasonable decisions in a timely manner when sufficient information is available, as well as when under pressure and with limited information. Can anticipate and analyze current and future potential problems: makes clear presentations and proposes viable alternative solutions.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

11) **PROFESSIONAL DEVELOPMENT:** Takes action to acquire new knowledge and skills and encourages members of the Board and employees to do the same.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

12) **ADAPTABILITY:** Responds positively to changing local conditions, changing political climate, changing budgetary constraints, changing State mandates and changing personnel.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

13) **RESILIENCE**: Energy and motivation is maintained in spite of constant and often conflicting demands. Handles stress well, manages conflicts between County Staff and community groups effectively.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

14) **ANALYTICS**: Considers the best available facts, projections, budgeted resources and scientific evidence when considering alternatives for making decisions.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

15) **JOB KNOWLEDGE**: Has a solid understanding of all phases of County government and how those relate directly and indirectly to the particular department's responsibilities.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

16) **SUBORDINATES**: Recognizes the value of excellence in employees and uses all reasonable efforts to insure the best available individuals are recruited, hired and receive applicable on-the-job training. Communicates and enforces County Safety Policy, Employee Handbook and Equal Opportunity Plan.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

17) **PLANNING AND ORGANIZING**: Has the ability to plan, organize and arrange work efficiently and manage multiple demands at the same while applying monetary and human capital resources effectively.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

18) **LEADERSHIP**: Guides effectively, provides clear vision and focus, goals and objectives, and sets an example of high work standards for Department personnel to follow. Respects the chain of command and supports the Board.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

19) **SUPERVISION**: Builds and motivates a team, provides direction, monitors and adjusts performance as necessary, encourages initiative, growth and professional development. Is willing and able to confront employee performance issues in a timely manner.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

20) **SUCCESS**: In spite of limited resources, is able to accomplish tasks, solve problems and continually moves the entire organization in a positive direction. Furthers the County Commission's and each individual County Commissioner's overall objectives consistent with Board priorities.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

21) **DELEGATION**: Effectively and fairly assigns work to others without perceived or actual favoritism, bias or undue allowances.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

COMMUNICATION & CUSTOMER SERVICE

22) **SENSITIVITY**: Listens and attempts to comprehend the positions, circumstances and opinions of others. Has the ability to resolve numerous conflicts inherent in county government while being tactful and respectful to all persons.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

23) **AGENDA PREPARATION**: Agenda items are clear, concise, and turned in on time. Materials clearly communicate to the Board, and the public the item being covered. All new contracts are reviewed by the County Attorney and comments responded to prior to being placed on the agenda.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

24) **COMMUNICATIONS WITH THE BOARD**: Accurately interprets the direction given by the Board and keeps the Board well informed through concise and timely oral and written communication.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

DRAFT

25) **COMMUNICATIONS WITH THE PUBLIC**: Is open and available to the public, takes their concerns and problems seriously, recognizes the public's right and need to be well informed; is visible in the community.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

26) **COMMUNICATIONS WITH COWORKERS AND SUBORDINATES**: Communicates appropriately with peers, co-workers and subordinates and is approachable by all. Provides sufficient and timely follow-up and feedback to co-workers and subordinates.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

27) **ACCEPTS DIRECTION**: Aggressively and effectively responds to the direction of the Board while remaining considerate of differing individual opinions and concerns. Publically and verbally supports final decisions by the Board.

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

DRAFT

28) **CUSTOMER SERVICE**: Please rate how politely and thoroughly the Department's services meet the needs of these internal customers:

	Unacceptable	Poor	Good	Excellent
Animal Control	☐	☐	☐	☐
Asset Management	☐	☐	☐	☐
Assistant to Administrator	☐	☐	☐	☐
Airport	☐	☐	☐	☐
Building Department	☐	☐	☐	☐
Code Enforcement	☐	☐	☐	☐
County Extension	☐	☐	☐	☐
Emergency Management	☐	☐	☐	☐
Engineering Services	☐	☐	☐	☐
Environmental Services	☐	☐	☐	☐
Fire Services	☐	☐	☐	☐
Grants	☐	☐	☐	☐
Human Resources	☐	☐	☐	☐
Information Systems	☐	☐	☐	☐
Library	☐	☐	☐	☐
Parks & Recreation	☐	☐	☐	☐
Planning Services	☐	☐	☐	☐
Purchasing	☐	☐	☐	☐
Recycling	☐	☐	☐	☐
Road Department	☐	☐	☐	☐
SHIP (Housing)	☐	☐	☐	☐
Veteran's Services	☐	☐	☐	☐

DRAFT

COMMENTS AND SIGNATURES

29) **OVERALL RATING:** Please rate the County Administrator's with an overall score (circle one)

Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

30) **NEW PERFORMANCE GOALS AND OBJECTIVES**: List at least 3 new priorities for the upcoming year.

31) **WEAKNESSES**: List areas that need improvement.

32) **STRENGTHS**: List at least 3 strengths.

DRAFT

_____

County Administrator Date

_____

County Commissioner Date

Attachment #1
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
Employee Code of Ethics

Tenet 1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials. Be dedicated to constantly improving as a department head or professional staff member.

Tenet 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

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Tenet 4. Recognize that the chief function of local government at all times is to serve the best interest of all of the people.

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Tenet 11. Make no untrue or misleading oral or written statements knowingly nor create any writing or other documents containing what one knows to be false especially with the intent to deceive any citizen, public official, or government agency.

I certify that I have read and understand that I am responsible to comply with the code of ethics.

_____

Employee Signature Date

DRAFT

TAYLOR COUNTY BCC
COUNTY ADMINISTRATOR
ANNUAL EVALUATION

Purpose

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Airport	☐	☐	☐	☐
Building Department	☐	☐	☐	☐
Code Enforcement	☐	☐	☐	☐
County Extension	☐	☐	☐	☐
Emergency Management	☐	☐	☐	☐
Engineering Services	☐	☐	☐	☐
Environmental Services	☐	☐	☐	☐
Fire Services	☐	☐	☐	☐
Grants	☐	☐	☐	☐
Human Resources	☐	☐	☐	☐
Information Systems	☐	☐	☐	☐
Library	☐	☐	☐	☐
Parks & Recreation	☐	☐	☐	☐
Planning Services	☐	☐	☐	☐
Purchasing	☐	☐	☐	☐
Recycling	☐	☐	☐	☐
Road Department	☐	☐	☐	☐
SHIP (Housing)	☐	☐	☐	☐
Veteran's Services	☐	☐	☐	☐

DRAFT

COMMENTS AND SIGNATURES

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Unsatisfactory	Improvements are Needed	Meets Expectations	Exceeds Expectations	Exceptional

Comment(s):

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DRAFT

_____

County Administrator Date

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County Commissioner Date

Attachment #1
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Employee Code of Ethics

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I certify that I have read and understand that I am responsible to comply with the code of ethics.

_____

Employee Signature Date

DRAFT

13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Approval of the Grant Application for the FDEP – Stan Mayfield Working Waterfront Grant**
Meeting Date:	September 4, 2018

Statement of Issue: Approve the Grant Proposal for the purchase of a 5.4 acres coastal property, by the Florida Communities Trust to the Taylor County BOCC to support Commercial Aquaculture and Fisheries industry in Taylor County.

Recommendation: **Approve the submission of the Grant Proposals to FWC.**

Fiscal Impact: $ 572,000 **Budgeted Expense**: Yes ☐ No ☐ N/A ☒

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: After the presentation to the BOCC a request for property owners of land in the Taylor County coast was published in social media and only two (2) land owners contacted the Extension Office offering their properties for sale. After the review of the land characteristics to match the minimal requirements for the proposed used and the grant goal, a lot of 5.4 acres located at Fish Creek Rd was selected to be included in the application for the FDEP Stan Mayfield Working Waterfront Grant Program.

Options:

1. Approve the application and sign the Application Transmittal Letter
2. Deny approval

Attachments:

1. Application Transmittal Letter
2.

MALCOLM PAGE
District 1

JIM MOODY
District 2

STEVE SPRADLEY
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

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

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

September 4, 2018

Florida Communities Trust
Office of Operations
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, Mail Station 115
Tallahassee, Florida 32399-3000

Subject: Stan Mayfield Working Waterfronts Grant

Dear Trust:

On behalf of the Taylor County Board of County Commissioners, I'm please to submit the enclosed grant application (one original and three copies) to Florida Communities Trust's Parks and Open Space Program. This application is for the acquisition of 629 Fish Creek Rd., Perry Fl 32348.

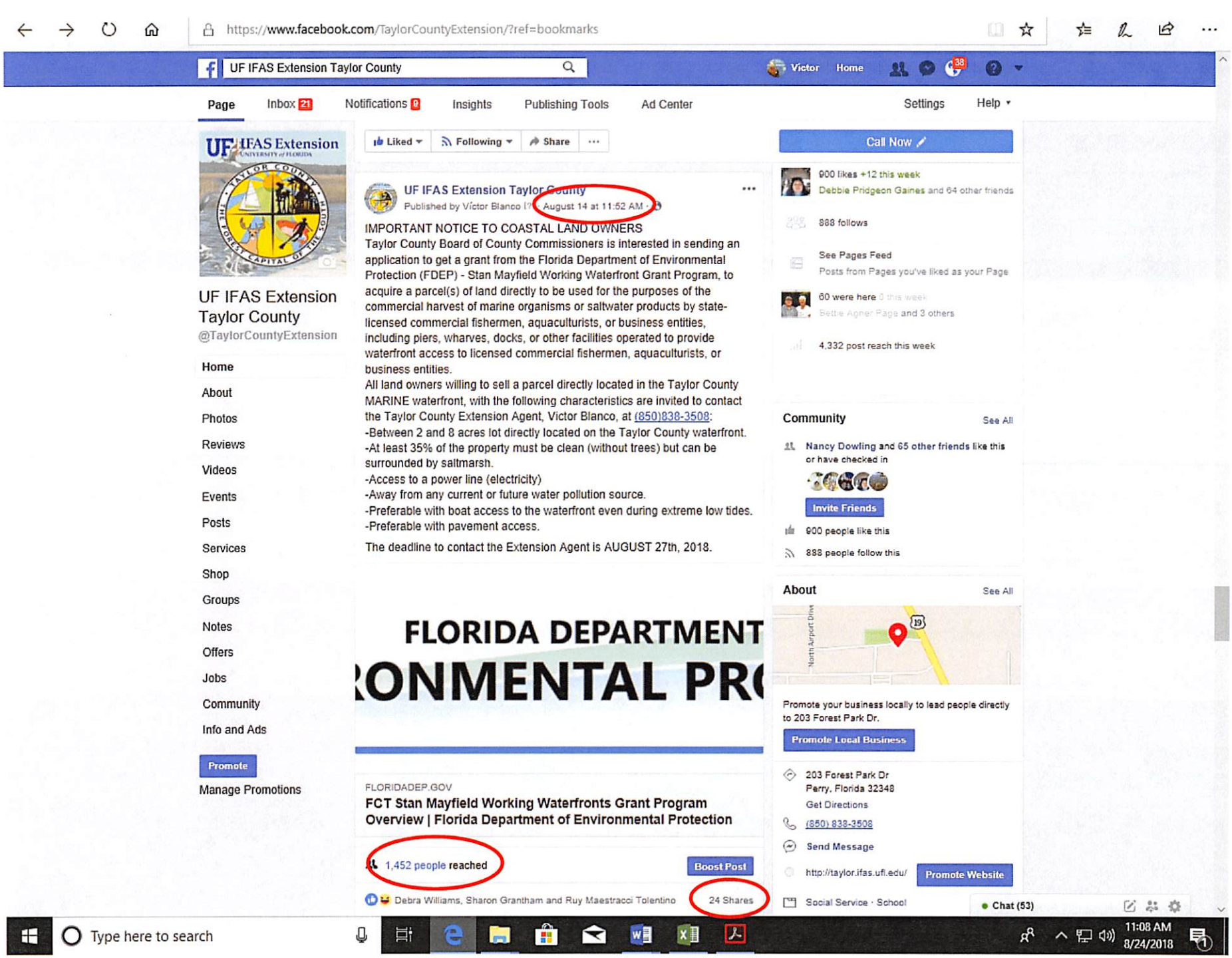
If the project site is selected for funding, the Taylor County Board of County Commissioners is committed to fulfilling all commitments made in the grant application. We have received an opinion from the local government planning staff determining that the proposed use of the project site is consistent with the local comprehensive plan. I also certify the condemnation, or the threat of condemnation has not been used and will not be used to acquire any portion of the project site.

I hereby authorize Victor Blanco to act as the key contact for the project. I understand that all correspondence concerning the grant application will be directed to this person. You may reach him at (850) 838-3508 or victorblancomar@ufl.edu or by mail at 203 Forest Park Dr. Perry, Fl 32348.

The Taylor County Board of County Commissioners FEID Number is 59-6000879.

Sincerely,

Pam Feagle
Chairperson
Taylor County Board of County Commissioners


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Victor
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Events
Posts
Services
Shop
Groups
Notes
Offers
Jobs
Community
Info and Ads
Promote
Manage Promotions
Liked
Following
Share
Call Now
UF IFAS Extension Taylor County
Published by Victor Blanco
August 14 at 11:52 AM
IMPORTANT NOTICE TO COASTAL LAND OWNERS
Taylor County Board of County Commissioners is interested in sending an application to get a grant from the Florida Department of Environmental Protection (FDEP) - Stan Mayfield Working Waterfront Grant Program, to acquire a parcel(s) of land directly to be used for the purposes of the commercial harvest of marine organisms or saltwater products by state-licensed commercial fishermen, aquaculturists, or business entities, including piers, wharves, docks, or other facilities operated to provide waterfront access to licensed commercial fishermen, aquaculturists, or business entities.
All land owners willing to sell a parcel directly located in the Taylor County MARINE waterfront, with the following characteristics are invited to contact the Taylor County Extension Agent, Victor Blanco, at (850)838-3508:
-Between 2 and 8 acres lot directly located on the Taylor County waterfront.
-At least 35% of the property must be clean (without trees) but can be surrounded by saltmarsh.
-Access to a power line (electricity)
-Away from any current or future water pollution source.
-Preferable with boat access to the waterfront even during extreme low tides.
-Preferable with pavement access.
The deadline to contact the Extension Agent is AUGUST 27th, 2018.
FLORIDA DEPARTMENT
RONMENTAL PR
FLORIDADEP.GOV
FCT Stan Mayfield Working Waterfronts Grant Program Overview | Florida Department of Environmental Protection
1,452 people reached
Boost Post
Debra Williams, Sharon Grantham and Ruy Maestracci Tolentino
24 Shares
900 likes +12 this week
Debbie Pridgeon Gaines and 64 other friends
888 follows
See Pages Feed
Posts from Pages you've liked as your Page
60 were here 0 this week
Bettie Agner Page and 3 others
4,332 post reach this week
Community
See All
Nancy Dowling and 65 other friends like this or have checked in
Invite Friends
900 people like this
888 people follow this
About
See All
North Airport Drive
19
Promote your business locally to lead people directly to 203 Forest Park Dr.
Promote Local Business
203 Forest Park Dr
Perry, Florida 32348
Get Directions
(850) 838-3508
Send Message
http://taylor.ifas.ufl.edu/
Promote Website
Social Service · School
Chat (53)
Type here to search
11:08 AM
8/24/2018

Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL

Summary

Tax District	CO Millage Rate: 16.2199
Site	629 FISH CREEK HWY
Location	
Section	13-08-07
Township	
Range	
ParcelID	07195-000
Exemptions	N/A
Property Usage	SINGLE FAMILY ELEV
Legal Description	LEG 0005.40 ACRES - COM NE COR SE 1/4 OF NE 1/4 W 375 - FT FOR POB S 315 FT W 520 FT N - 157.85 FT N59DW 310.31 FT N89DE - 269.02 FT N56DE 244.05 FT S86DE - 224.14 FT S 120 FT TO POB - OR 495-393 655-546 - SUBJ TO UTILITY ESMT OR 669-523 (Note: Not to be used on legal documents)

Owner

STEINHATCHEE PROPERTIES LLC
6667 VERNON WOODS DR, SUITE B 24
SANDY SPRINGS GA 30328

Land

Land Use	0102R
Number of Units	5.4
Unit Type	AC
Assessed Value	$295,560

Building Data

Building #	1
Actual Year Built	1920
Base (Heated/Cooled) Area	1296 (gross base sq ft)
Gross Area	1536 (total gross sq ft for all subareas)
Description	SFR PILING
Occupancy	SINGLE FAMILY ELEV
Construction Class	N/A
Exterior Walls	100% T-111
Roof Structure	100% GABLE/HIP
Roof Cover	100% ASPHALT/ COMP SHINGLES
Floor Cover	100% PINE OR PLANKING
Interior Walls	100% PLYWOOD PANELING
Heating Type	100% FORCED AIR DUCTED
Cooling Type	100% CENTRAL
Frame Type	
Ceiling Finish	
Plumbing	1 BATH
Wall Height	Standard
Floors	0
Plumbing Fixtures	0
Avg. Rooms Per Floor	

Miscellaneous Features

Description	Year	Length	Width	Area
PATIO-WD	2009	8	10	80

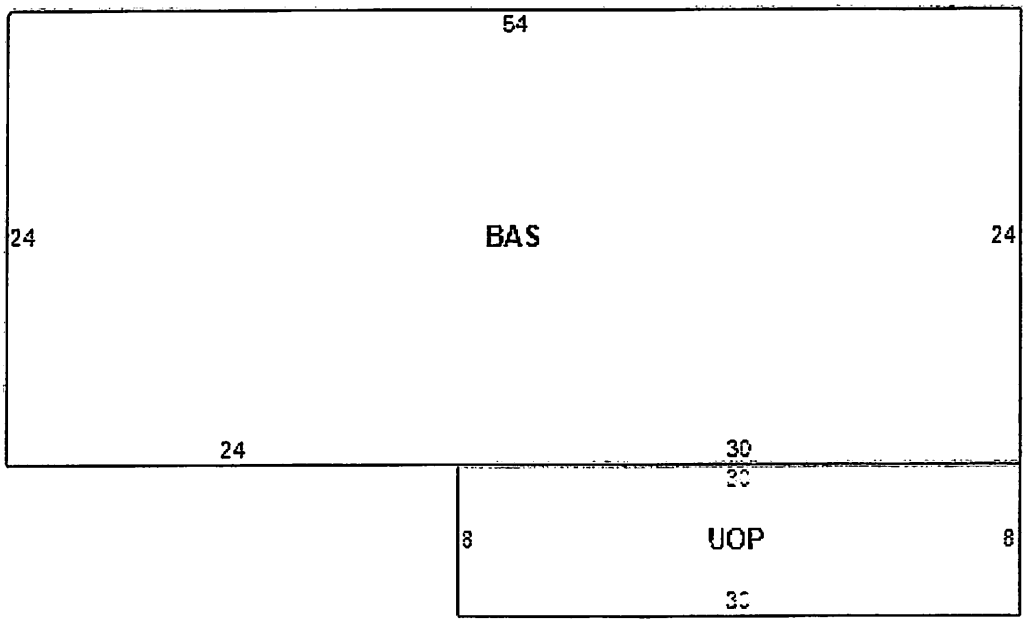
Sales History

Sales Date	Type of Document	Book/Page	Amount
05-01-2010	WARRANTY DEED	655/546	$100
02-01-2003	WARRANTY DEED	495/393	$700,000
02-01-2003	WARRANTY DEED	495/392	$123,667
08-01-2002	QUIT-CLAIM DEED	486/294	$0
03-01-1993	WARRANTY DEED	316/303	$0

Valuation

		2017	2016	2015	2014	2013
+	Land Value Agricultural	$295,560	$295,560	$295,560	$295,560	$354,060
+	Building Value	$54,170	$55,350	$56,530	$55,263	$55,263
+	Assessed XF Value	$0	$0	$0	$0	$0
+	Total Misc. Value	$430	$450	$460	$466	$466
=	Just or Classified Value	$350,160	$351,360	$352,550	$351,289	$409,789
-	SOH/deferred	$0	$0	$0	$0	$0
=	Assessed Value	$350,160	$351,360	$352,550	$351,289	$409,789
-	Exempt Value	$0	$0	$0	$0	$0
=	Taxable Value	$350,160	$351,360	$352,550	$351,289	$409,789
	Appraised Land Value	$295,560	$295,560	$295,560	$295,560	$354,060
	Assessed Justification or Classified Value	$350,160	$351,360	$352,550	$351,289	$409,789

Sketch



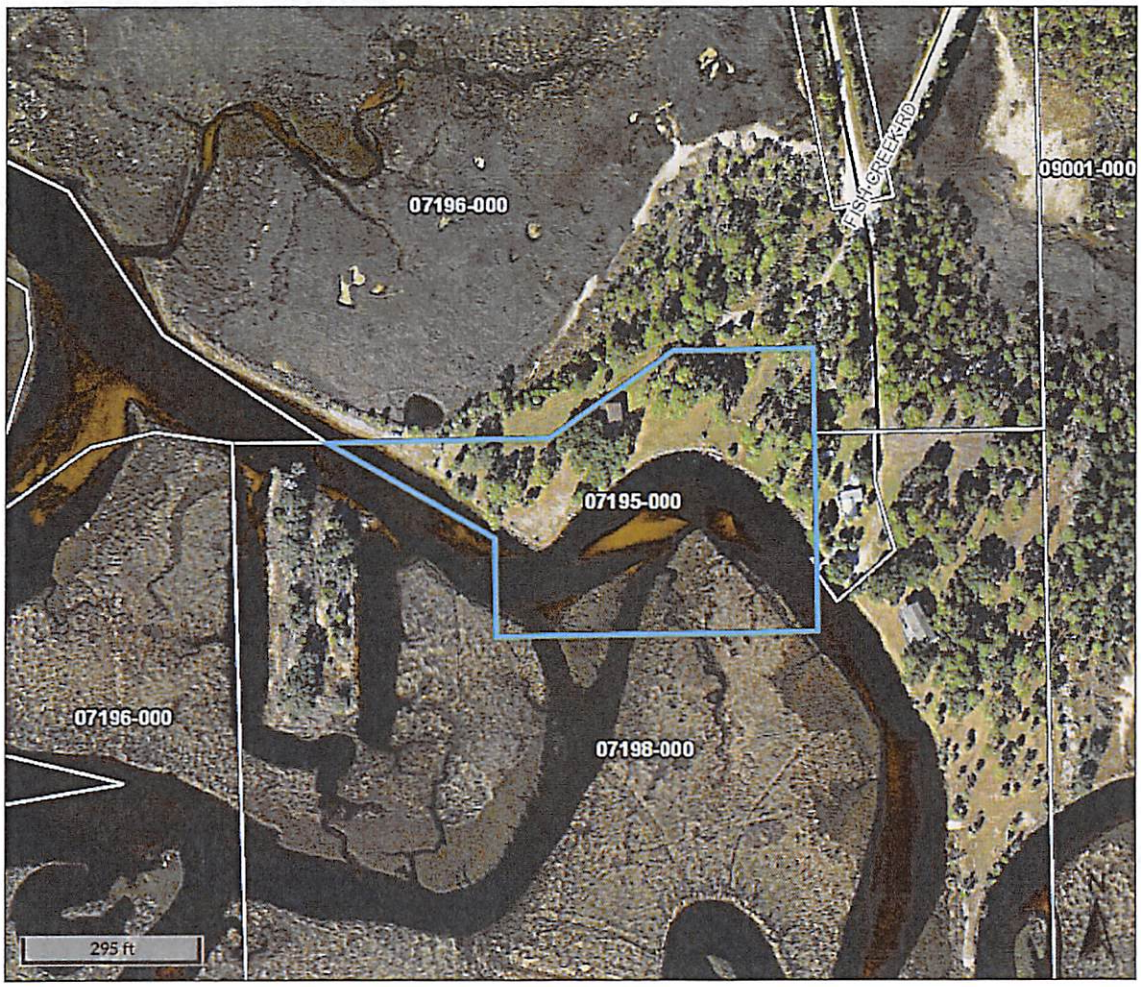
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Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL



Overview



Legend

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

Parcel ID	07195-000	Alternate ID	n/a	Owner Address	STEINHATCHEE PROPERTIES LLC
Sec/Twp/Rng	13-08-07	Class	Improved		6667 VERNON WOODS DR, SUITE B 24
Property Address	629 FISH CREEK HWY CO	Acreage	5.4		SANDY SPRINGS, GA 30328

District CO

Brief Tax Description LEG 0005.40 ACRES - COM NE COR SE 1/4 OF NE 1/4 W 375 - FT FOR POB S 315 FT W 520 FT N - 157.85 FT N59DW 310.31 FT N89DE - 269.02 FT N56DE 244.05 FT S86DE - 224.14 FT S 120 FT TO POB - OR 495-393 655-546 - SUBJ TO UTILITY ESMT OR 669-523

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Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL

Summary

Tax District	CO Millage Rate: 16.2199
Site Location	Unassigned Location RE
Section Township Range	04-07-07
ParcelID	06561-015
Exemptions	N/A
Property Usage	NON AG ACREAGE
Legal Description	LEG 0022.00 ACRES - SEABREEZE ACRES - LOT 15 (LOCATED IN SECTION 9-7-7) - OR 526-545 (Note: Not to be used on legal documents)

Owner

WIGGINS MARTHA Y & LORI C
801 E LEON ST
PERRY FL 32347

Land

Land Use	9900V
Number of Units	22
Unit Type	AC
Assessed Value	$46,860

Building Data

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

Sales History

Sales Date	Type of Document	Book/Page	Amount
05-01-2004	*WARRANTY DEED*	526/545	$149,000
09-01-2002	*WARRANTY DEED*	488/552	$42,500

Valuation

		2017	2016	2015	2014	2013
+	Land Value Agricultural	$41,140	$50,600	$66,000	$66,000	$88,000
+	Building Value	$0	$0	$0	$0	$0
+	Assessed XF Value	$0	$0	$0	$0	$0
+	Total Misc. Value	$0	$0	$0	$0	$0
=	**Just or Classified Value**	**$41,140**	**$50,600**	**$66,000**	**$66,000**	**$88,000**
-	SOH/deferred	$0	$0	$0	$0	$0
=	**Assessed Value**	**$41,140**	**$50,600**	**$66,000**	**$66,000**	**$88,000**
-	Exempt Value	$0	$0	$0	$0	$0
=	**Taxable Value**	**$41,140**	**$50,600**	**$66,000**	**$66,000**	**$88,000**
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No data available for the following modules: Miscellaneous Features, Sketch.

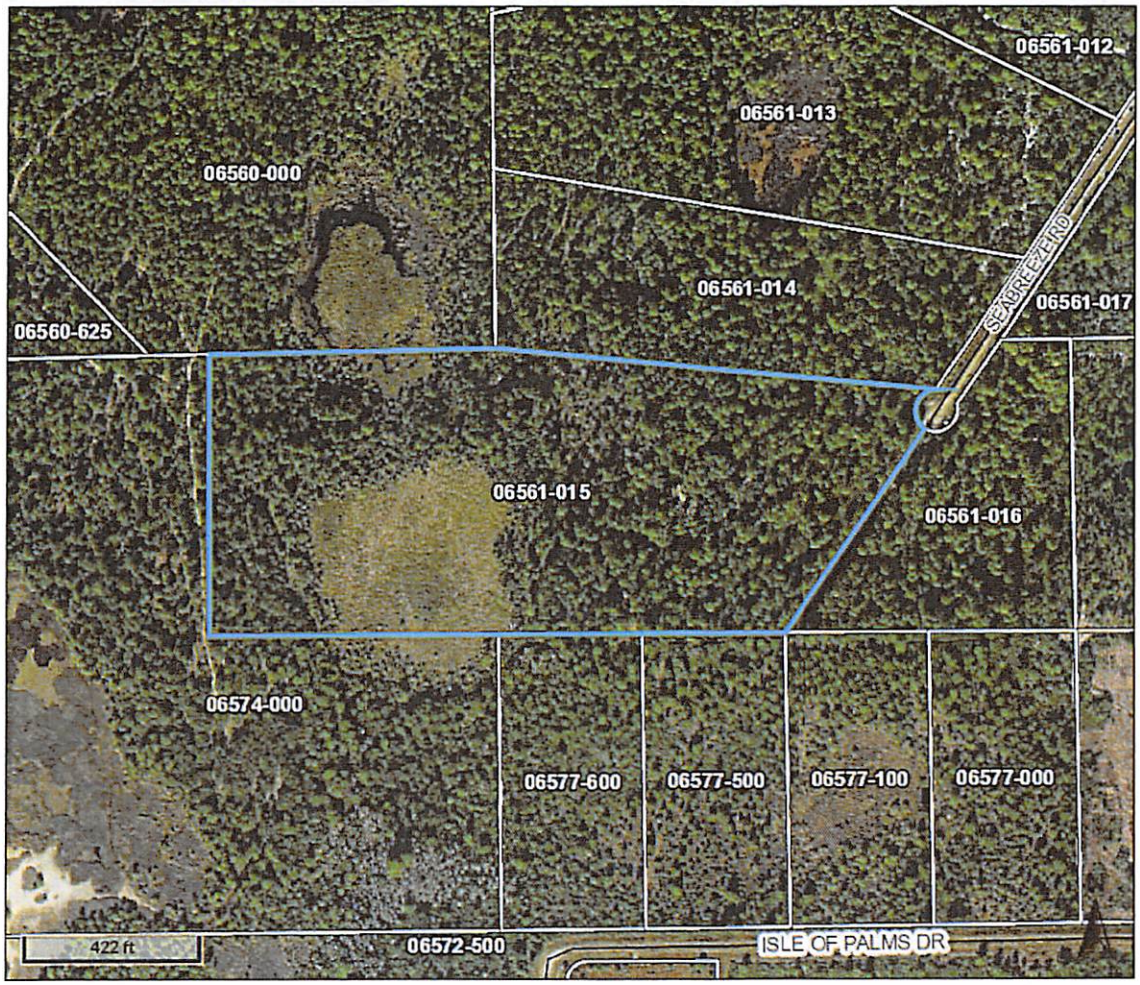
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Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL



Overview



Legend

- Parcels
- Parcel Numbers
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Parcel ID	06561-015	**Alternate ID**	n/a	**Owner Address**	WIGGINS MARTHA Y
Sec/Twp/Rng	04-07-07	**Class**	Vacant		801 E LEON ST
Property Address	Unassigned Location RE CO	**Acreage**	22		PERRY, FL 32347
District	CO				
Brief Tax Description	LEG 0022.00 ACRES - SEABREEZE ACRES - LOT 15 (LOCATED IN SECTION 9-7-7) - OR 526-545 (Note: Not to be used on legal documents)				

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Taylor County Property Appraiser
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MALCOLM PAGE
District 1

JIM MOODY
District 2

STEVE SPRADLEY
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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September 4, 2018

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Office of Operations
Florida Department of Environmental Protection
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Subject: Stan Mayfield Working Waterfronts Grant

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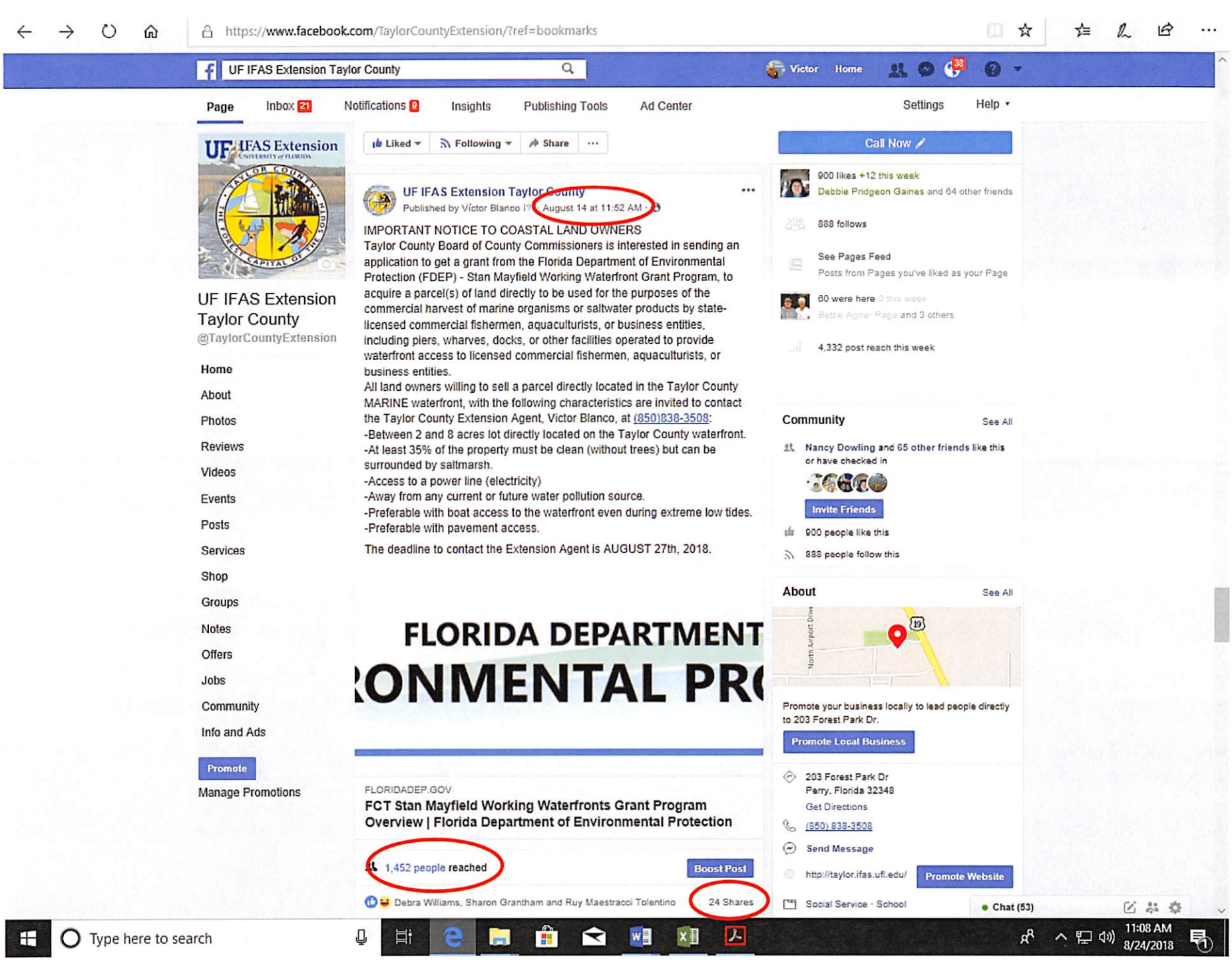
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The Taylor County Board of County Commissioners FEID Number is 59-6000879.

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Pam Feagle
Chairperson
Taylor County Board of County Commissioners


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Victor
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Community
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Promote
Manage Promotions
900 likes +12 this week
Debbie Pridgeon Gaines and 64 other friends
888 follows
See Pages Feed
Posts from Pages you've liked as your Page
60 were here 0 this week
Bettie Agner Page and 3 others
4,332 post reach this week
Community
See All
Nancy Dowling and 65 other friends like this or have checked in
Invite Friends
900 people like this
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Bruce A. Ratliff

Taylor County, FL

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Frame Type	
Ceiling Finish	
Plumbing	1 BATH
Wall Height	Standard
Floors	0
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Avg. Rooms Per Floor	

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Description	Year	Length	Width	Area
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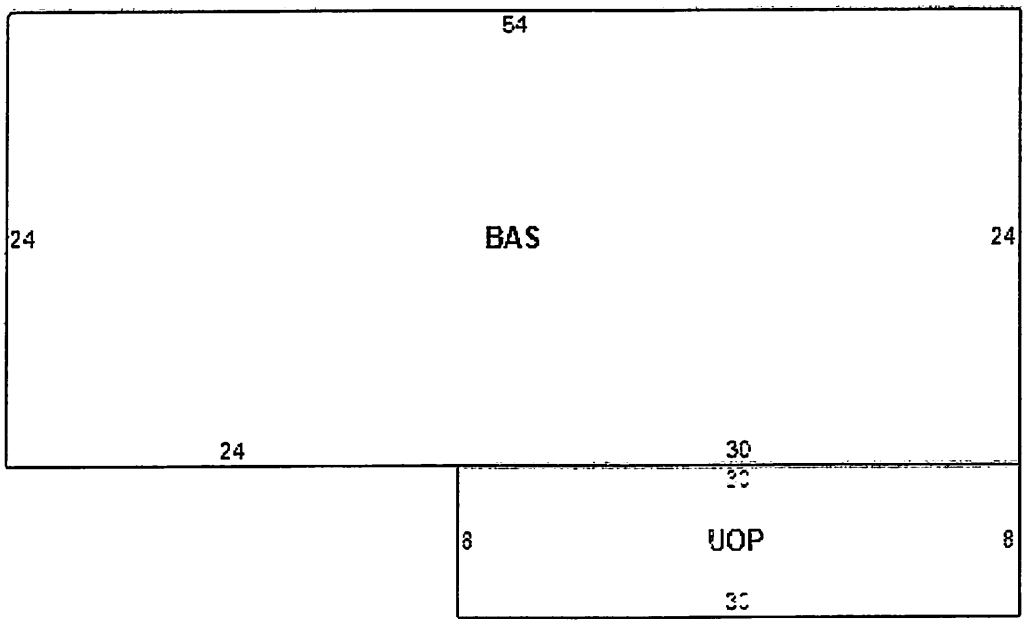
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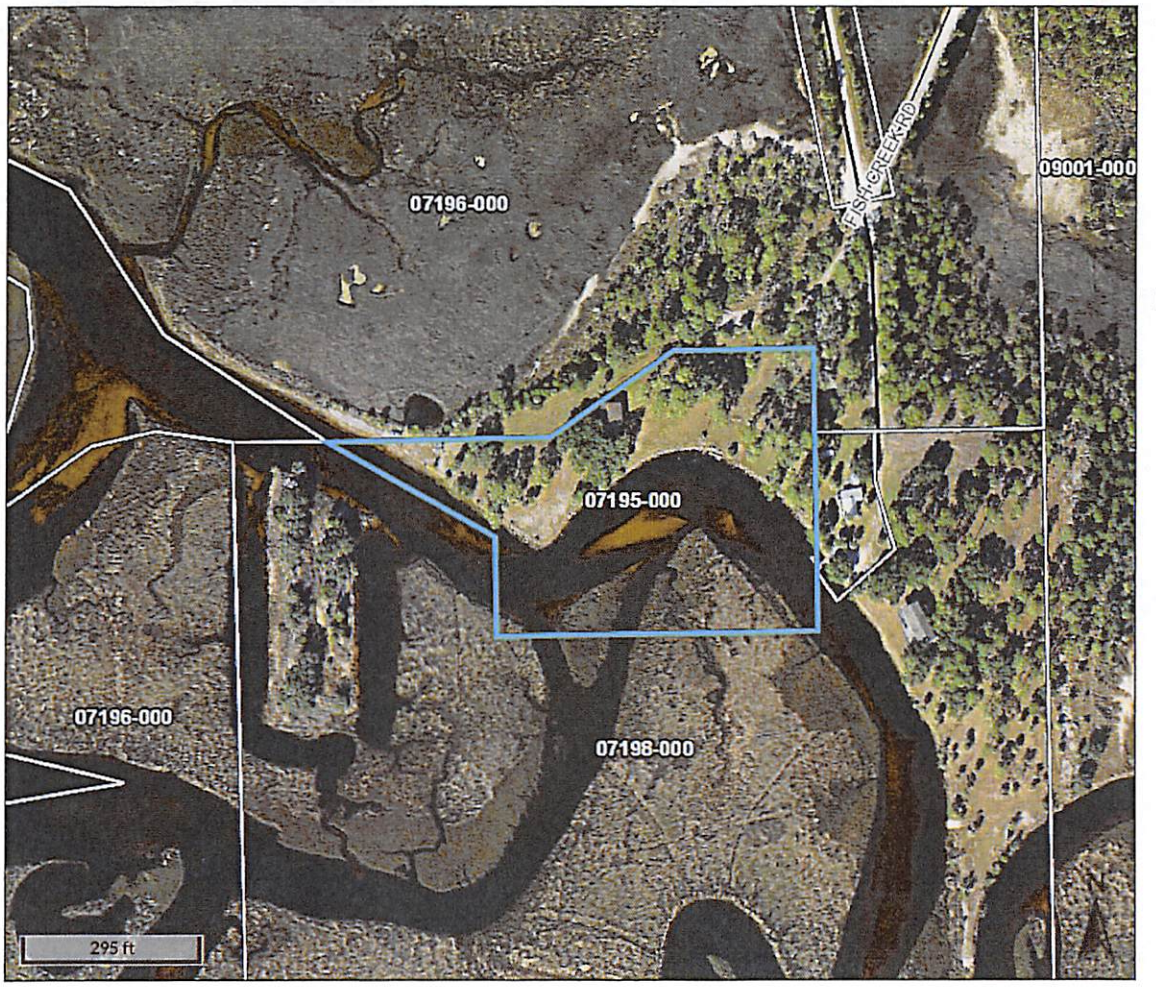
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Bruce A. Ratliff

Taylor County, FL



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Unit Type	AC
Assessed Value	$46,860

Building Data

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

Sales History

Sales Date	Type of Document	Book/Page	Amount
05-01-2004	*WARRANTY DEED*	526/545	$149,000
09-01-2002	*WARRANTY DEED*	488/552	$42,500

Valuation

		2017	2016	2015	2014	2013
+	Land Value Agricultural	$41,140	$50,600	$66,000	$66,000	$88,000
+	Building Value	$0	$0	$0	$0	$0
+	Assessed XF Value	$0	$0	$0	$0	$0
+	Total Misc. Value	$0	$0	$0	$0	$0
=	Just or Classified Value	$41,140	$50,600	$66,000	$66,000	$88,000
-	SOH/deferred	$0	$0	$0	$0	$0
=	Assessed Value	$41,140	$50,600	$66,000	$66,000	$88,000
-	Exempt Value	$0	$0	$0	$0	$0
=	Taxable Value	$41,140	$50,600	$66,000	$66,000	$88,000
	Appraised Land Value	$41,140	$50,600	$66,000	$66,000	$88,000
	Assessed Justification or Classified Value	$41,140	$50,600	$66,000	$66,000	$88,000

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

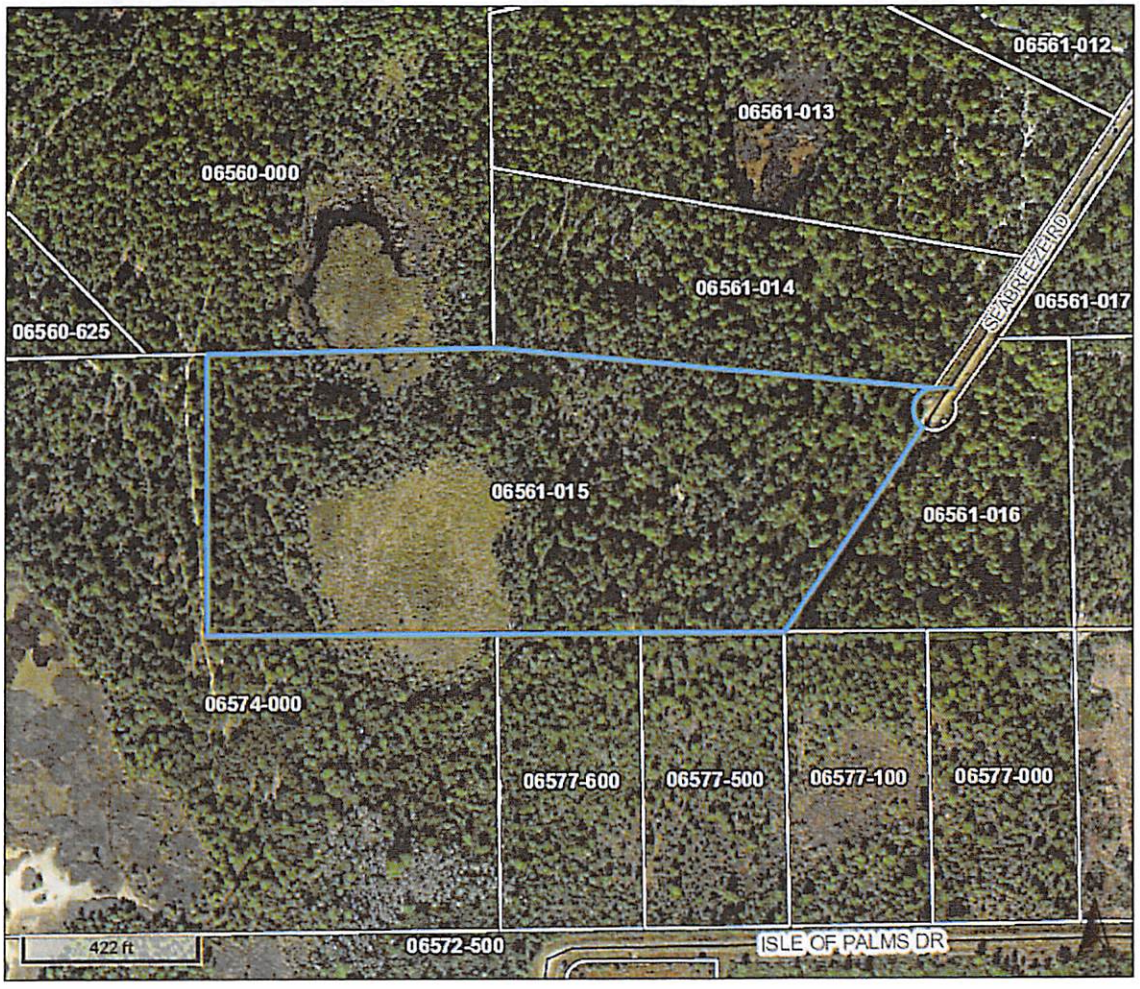
The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assesment information is from the last certified tax roll. All other data is subject to change.

Developed by Schneider GEOSPATIAL

Last Data Upload: 8/22/2018 10:17:24 PM

Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL



Overview



Legend

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

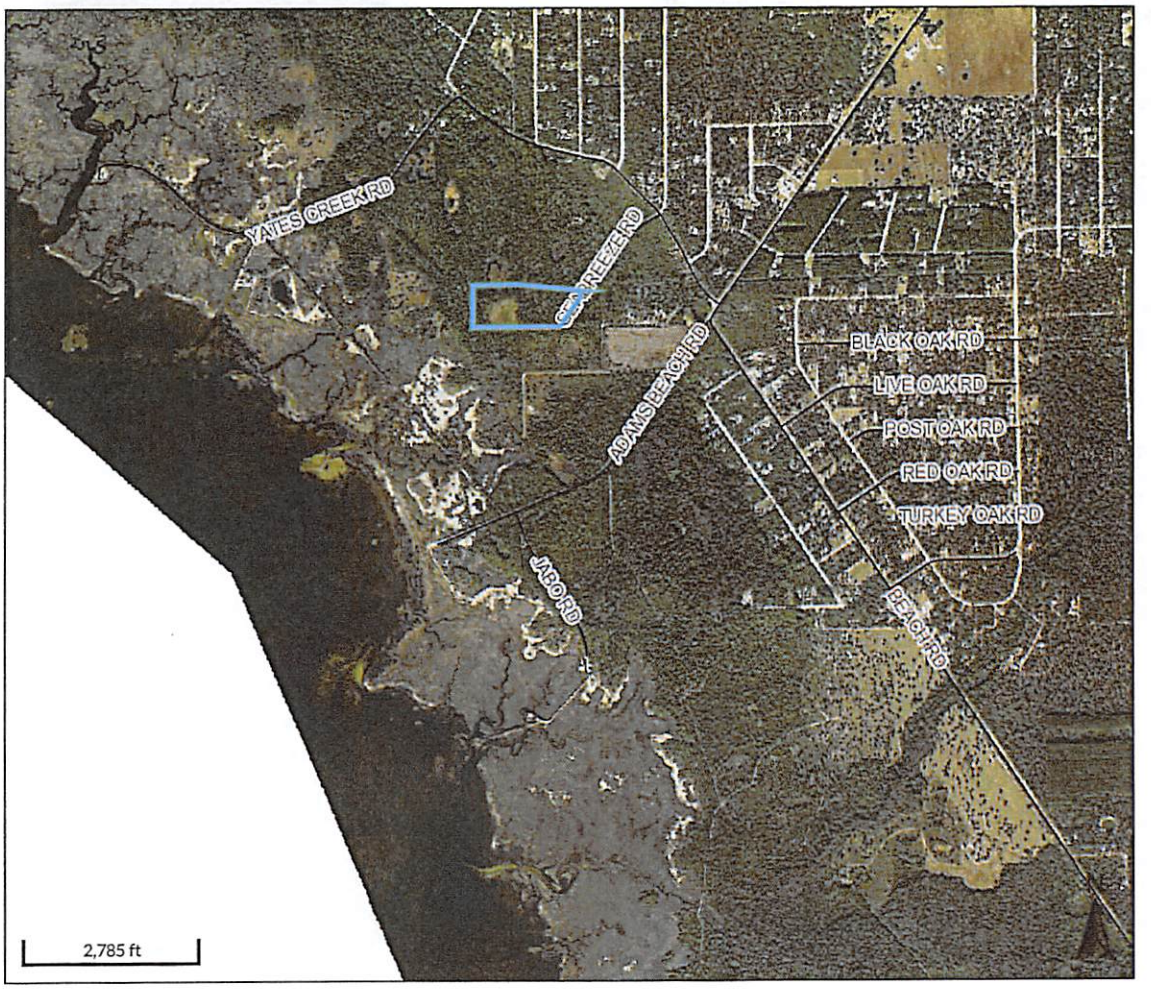
Parcel ID	06561-015	**Alternate ID**	n/a	**Owner Address**	WIGGINS MARTHA Y
Sec/Twp/Rng	04-07-07	**Class**	Vacant		801 E LEON ST
Property Address	Unassigned Location RE CO	**Acreage**	22		PERRY, FL 32347
District	CO				
Brief Tax Description	LEG 0022.00 ACRES - SEABREEZE ACRES - LOT 15 (LOCATED IN SECTION 9-7-7) - OR 526-545 (Note: Not to be used on legal documents)				

Date created: 8/23/2018
Last Data Uploaded: 8/22/2018 10:17:24 PM

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Taylor County Property Appraiser
Bruce A. Ratliff

Taylor County, FL



Overview



Legend

- Parcels
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Parcel ID	06561-015	**Alternate ID**	n/a	**Owner Address**	WIGGINS MARTHA Y
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District CO

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(Note: Not to be used on legal documents)

Date created: 8/23/2018
Last Data Uploaded: 8/22/2018 10:17:24 PM

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Florida Communities Trust — Application Form SMWW-2
Stan Mayfield Working Waterfronts Grant
In Accordance with Rule 62-820.003(1), F.A.C.

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1. PROJECT NAME TAYLOR COUNTY COMMERCIAL FISHERIES AND AQUACULTURE CENTER
(Descriptive project name)

---

2. APPLICANT NAME TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
(Name of Local Government and/or Nonprofit Working Waterfront Organization)

Nonprofit Working Waterfront Organization**, must provide the required information requested in **Exhibits A, B1 and B2.

---

3. PARTNERSHIP APPLICATION

Is this a Partnership Application between a Local Government and Nonprofit Working Waterfront Organization?

YES ____ **NO** __X__

*If **yes**, provide the name of the Nonprofit Working Waterfront Organization. Also, provide an application transmittal letter from the partnering agency. **Nonprofit Working Waterfront Organization**, must provide the required information requested in **Exhibits A, B1 and B2**.*

---

4. KEY CONTACT PERSON

Note:** The key contact is required to be an employee of the Local Government or Nonprofit Working Waterfront Organization. **Identify only one key contact person.

Key Contact Name: VICTOR (First) J. (Middle Initial) BLANCO (Last)

Title: TAYLOR COUNTY MARINE EXTENSION AGENT

Department: TAYLOR COUNTY EXTENSION

Mailing Address: 203 FOREST PARK DR.

City: PERRY, FL Zip Code: 32348

Phone Number: 850-838-3508 Fax Number: 850-838-3546

E-mail Address: victorblancomar@ufl.edu

Chief Administrator for the Local Government

Name: TED LAKEY Phone Number: 850-838-3500 Ext. 6

***Note:** If the Applicant's principal office address is a post office box, a delivery address is also required.*

*Delivery Address: 201 E. GREEN STREET

City: PERRY, FL Zip Code: 32348

5. PROJECT SITE LOCATION

County TAYLOR **Section** 13-08-07 Township SOUTH Range WEST

Note: *Include all directional designations (Township either North or South – Range either East or West).*

6. TOTAL PROJECT ACREAGE

Indicate the approximate acreage of the Project Site. 5.4 Acres

7. ACQUISITION TYPE

The Applicant **must** fill out one of the following acquisition types, as appropriate.

The use of *condemnation* or the *threat of condemnation* is not considered a Voluntarily-Negotiated Transaction. Parcels proposed to be acquired under these conditions do not qualify for Acquisition under the FCT program.

X **Fee Simple**
The Project Site will be a joint acquisition with both FCT and the Applicant participating in the Acquisition process.

_____ **Less than fee - Working Waterfront Covenants**
FCT and the Applicant will acquire a less than fee interest in the site – acquiring the development rights off the property while still allowing the owner to continue operation of the site as a Working Waterfront.

_____ Number of separate ownerships to be acquired within the Project Site.
Note*: No Project Site can contain more than 3 ownerships.*

8. ESTIMATED PROJECT COSTS

Enter an amount on each line and round to the nearest hundred dollars.

a. Land purchase price (estimated) $ 572,000.00

b. Acquisition costs (estimated)
Cost of certified survey(s), appraisal(s), appraisal review(s), title report(s), title insurance premium(s) and environmental audit(s). County administrative costs. $ 65,000.00

c. Total Project Costs [Add a. and b.] $ 637,000.00

9. AWARD AMOUNT AND MATCH

	Dollar Amount	Percentage of Award
a. FCT grant award amount (1)	$ 637,000.00	100 % (2 decimal places)
b. Match amount (2)	$ 0.00	0 % (2 decimal places)
c. Total Project Costs [Add a. and b.] (Should equal 8.c above)	$ 637,000.00	100 %

(1) The total amount of any Award or combination of Awards applied for by any Local Government(s) or Nonprofit Working Waterfront Organization(s) under any Application(s) or Partnership Application(s) for any project(s) shall not exceed five million dollars ($5,000,000.00) during any one cycle or the amount appropriated by the Legislature if the appropriated amount is less than five million dollars ($5,000,000.00).

(2) No match is required. Points are awarded in the criteria (4)(a) 1 and 2 for various levels of match.

10. SOURCE OF MATCH

Check the appropriate response(s) below to indicate eligible source(s) of Match:

_____ Existing or future cash from the Applicant.
_____ Cash or grant from federal, state, regional, county, municipal, or other agency.
_____ Cash from a private donation.
_____ Value of real property donated by the landowner in a documented bargain sale or donation agreement.

Note: If the source of the Match is from a third party, provide documentation indicating source and amount. **(Exhibit C)**

OWNERSHIP AND ACQUISITION PLAN

List all property owners and parcel tax identification numbers for all parcels.

The use of *condemnation* or the *threat of condemnation* is not considered a Voluntarily-Negotiated Transaction. Parcels proposed to be acquired under these conditions do not qualify for Acquisition under the FCT program.

Requirement: Provide a **willing owner letter for all parcels listed** below **(Exhibit D)**.

Owner's Name: STEINHATCHEE PROPERTIES LLC

Parcel Tax ID Number(s): 07195-000

Owner's Mailing Address: 6667 VERNON WOODS DR, SUITE B 24

City: SANDY SPRINGS, GA, Zip Code: 30328

Owner's Phone Number: _____

****

Owner's Name: _____

Parcel Tax ID Number(s): _____

Owner's Mailing Address: _____

City: _____ FL, Zip Code: _____

Owner's Phone Number: _____

****

Owner's Name: _____

Parcel Tax ID Number(s): _____

Owner's Mailing Address: _____

City: _____ FL, Zip Code: _____

Owner's Phone Number: _____

The purpose of the Stan Mayfield Working Waterfronts Program is to further the protection and continuation of Working Waterfronts in the State of Florida.

"Working Waterfront" is defined in Chapter 380.503(18) Florida Statutes as:

(a) A parcel or parcels of land directly used for the purposes of the commercial harvest of marine organisms or saltwater products by state-licensed commercial fishermen, aquaculturists, or business entities, including piers, wharves, docks, or other facilities operated to provide waterfront access to licensed commercial fishermen, aquaculturists, or business entities; or

(b) A parcel or parcels of land used for exhibitions, demonstrations, educational venues, civic events, and other purposes that promote and educate the public about economic, cultural, and historic heritage of Florida's traditional working waterfronts, including the marketing of the seafood and aquaculture industries.

The project proposed for funding in the grant application must clearly further the purposes of a Working Waterfront as outlined above.

Project Summary (Exhibit E)

A Project Summary is required when a Local Government proposes to acquire fee simple interest in the Project Site solely for a public use such as a maritime museum, educational venue or civic event area to educate the public about the economic, cultural and historic heritage of Florida's traditional working waterfronts.

The Project Summary shall include a discussion of the purpose of the project, existing and future uses, existing and proposed physical improvements and historic resources. Include the size of any existing or proposed buildings. Indicate if any easements, concessions, or leases exist or are proposed. The recommended size for a Project Summary is one page.

Taylor County coast is a beautiful waterway with over 50 miles of shoreline from Steinhatchee river mouth, including the Big Bend Seagrasses Aquatic Preserve, the Big Bend Wildlife Management Area, the Ecofina river State Park and north to the Aucilla river and the borderline of the St. Marks National Wildlife Refuge. It offers stunning views, an incredible diversity of recreational and commercial opportunities, and supports a vast array of fish, shellfish, and wildlife that are iconic to the Florida's Gulf of Mexico. The actions to manage and protect waterfront property are essential for preserving the area as a special place for future generations.

The property included as part of this proposal is to be used for double purposes: educational and fisheries and aquaculture businesses development. Taylor County Coastal Educational Program will increase resident's and visitor's knowledge of Taylor County coastal natural systems, of the plants and animals that depend upon those systems, and of the role of humankind in shaping our past, of determining our future, and as stewards of the land. The objective of the Taylor County Coastal Educational Program is to prepare persons to share their knowledge with others, to act in a positive manner, to help others feel a greater connection to the land/sea and to help others to develop their own personal environmental ethics. Information on the ecology of Florida's coastal systems is an integral part of the program, but we do not attempt to create experts in any discipline. Rather, we hope to initiate what is for many a life-long process of learning, of observation, and of sharing with others.

Through field visits, and practical experience, this Program provides instruction on the general ecology, habitats, vegetation types, wildlife, and conservation issues of Coastal Systems in Florida - Coastal Uplands, Estuarine, and Nearshore Marine Environments. The program also addresses society's role in coastal areas, especially in fisheries and aquaculture, but also develops naturalist interpretation skills, and discusses environmental ethics.

The experience consists of 1 to 2 hours, the scheduling of which will vary among different self-guided or instructor-guided activities, with the use of displays and interpretation signs. The Program will discuss topics as:

- General Ecology of Coastal Systems
- Marine & Estuarine Habitats
- Coastal Waterbirds
- Coastal Upland Systems
- Coastal Mammals
- Coastal Amphibians/Reptiles
- Saltwater Fish
- Invertebrates (Corals, Jellyfish, Mollusks, Sea Worms, Tunicates, Echinoderms, Crustaceans, Insects)
- Environmental Ethics
- Naturalist Interpretation

The Northwest area of the proposed property, with approximately half an acre, includes an observation tower with a wonderful view of the coastal systems represented in the area (estuaries, saltmarsh, seagrass and marine ecosystems, and maritime forest). This tower is a great structure to support the educational program and will need some minor improvements to provide the educational services as part of the coastal program in the County. The tower is a two story 10x10 ft and 30 ft high. It is built of wood and galvanized pipes as shown in the attached pictures.

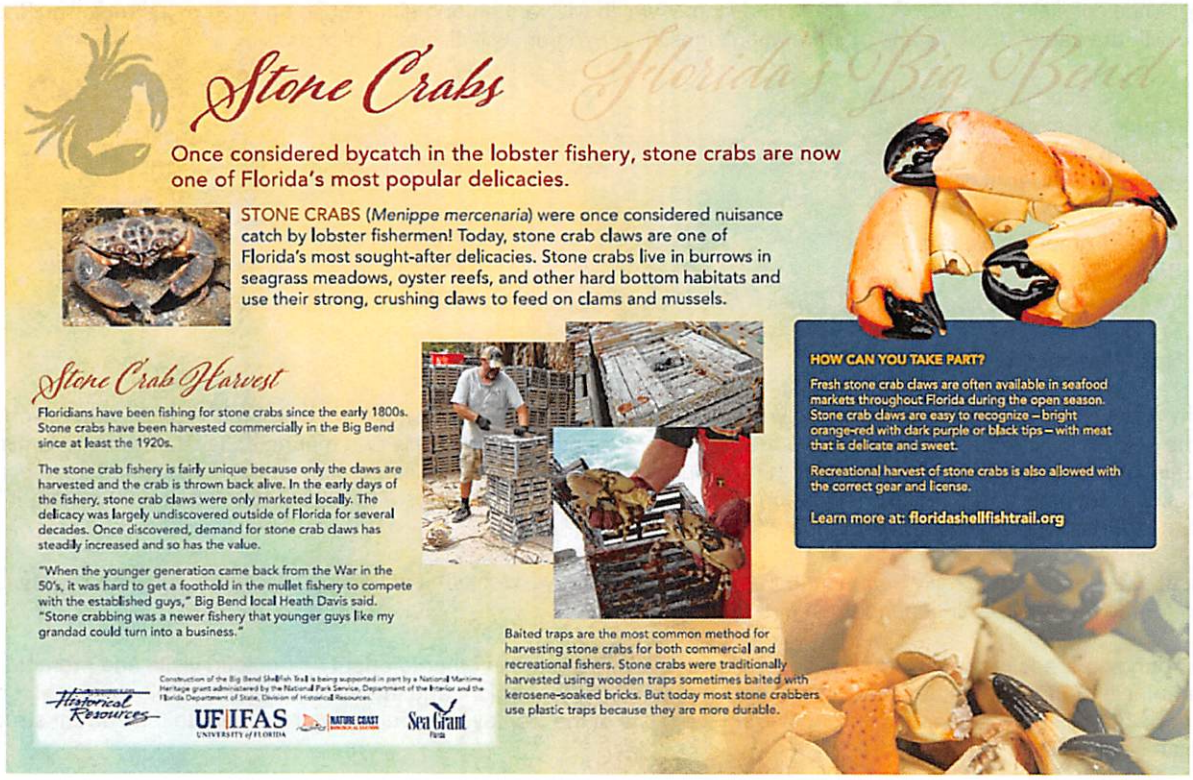
The educational area will originally be managed by the Taylor County Extension but leasing to a third educational party is also an option for the future and will depend upon potential demand.

In the surrounding areas of the tower educational displays will be posted in other to orient self-guided visits and promote environmental interpretation of the coastal systems represented in the region, and the uses and sustainable uses that it can support or be impacted by. Sponsorship for covering the costs of the displays and minor improvement to the current structure will be main strategy to fund the initiative.

At least 2 posts will be related to commercial fisheries activities (historic and current fishing gears and resources) as well as the potential of aquatic resources production through aquaculture activities. The commercial areas in the property will also provide educational support to residents and visitors to deeper understand the importance of this activities as a food safety issue.

Some educational material to be display in the project area are:





Signage Details
Size: 24" tall x 36" wide
Mounting - choice of: 1) Panel base; or 2) Rail mounting
Gel Coat Laminate signs: Guaranteed outdoor performance for 10 years





BUSINESS SUMMARY (Exhibit F)

Required for all projects.

Recommended size of a Business Summary is two to five pages but use as many pages as needed.

Address the following items. If an item is not applicable to the project, please state so.

Introduction

1. Provide a brief description of the existing and/or proposed activities on the site.
2. Discuss how the Project Site would further the protection and continuation of a Working Waterfront. Note: The proposed activities on the site must conform to purposes of the Working Waterfronts Program as defined in section 380.503(18) (a) and (b) F.S.
3. Discuss how the development and management of the Project Site will provide an economic benefit to the community.
4. Ownership type:
    a. Public (Local Government)
    b. Private – describe the type of ownership including:
    c. Name of organization
    d. Owner(s) or officer(s)
    e. History and background of the business

"Recreational and commercial working waterfront" means a parcel or parcels of real property that provide access for water-dependent commercial activities or provide access for the public to the navigable waters of the state". In Taylor County the community of Steinhatchee is included as a designated Waterfronts Florida Communities, but it was not considered for this opportunity because the recreational uses of its working waterfront makes it very difficult to be cost-effective to support commercial fisheries and aquacultures activities, and also due to water

quality issues related to the goal of supporting the establishment of shellfish seed production and commercial fish support.

The proposed site located in Fish Creek currently is a private own property with no commercial activity. The property includes an elevated building of 54x24 ft with 1,296 gross base sq ft for a single-family occupation. This building is not a permanent residence and the Taylor County Property Appraiser states that it was built in 1920.

The property is located in an important pristine area with low development opportunities, so it furthers the protection and continuation of a waterfront. Four activities are proposed in the property:

1. Hatchery for shellfish seed production.
2. Fisheries support area: for fishing gear storage and repairs, and boat landings.
3. Seafood room area: to provide a cool room to storage seafood landings from commercial fisheries.
4. Educational area: as described in the previous chapter (Exhibit E).

These proposed activities align with the visioning process and resulting document of the Working Waterfronts Program for addressing the following priority areas: 1) Public access to the waterfront area; 2) Hazard mitigation; 3) Environmental and cultural resource protection; and 4) Enhancement of the viable traditional economy or economic restructuring.

An important group of the reduced operational commercial fishermen resides in the Keaton Beach area, but most of them have no direct access to the waterfront. The proposed site will provide the necessary space to complement their commercial activities which will represent an important benefit for the community of fishermen, as well the remaining community, by providing better products and services that complement the recreational activities (especially fisheries) for which the Taylor County coast is well known.

Local food businesses, like restaurants, don't have direct access to aquatic resources offer in the location, and they must purchase most of sea food from dealers located away from the coast, on other counties in Florida and even other States. The project site will offer a new location to access seafood at a good price and reducing transportation and shipping costs.

On the other hand, the proposed shellfish hatchery production will offer oyster, clams and scallop seeds to a growing demand for Florida shellfish producers in the surrounding counties, from Levy to Wakulla. Due to state waters classification and the presence of the Big Bend Seagrassess Aquatic Preserve, aquaculture leases for shellfish production are not possible in Taylor County, but a good water quality and other competitive conditions make Taylor County waterfront one of the best potential sites for shellfish seed production in the state.

The property selected for this proposal is located at 629 Fish Creek Hwy, Perry Fl 32348, and it is a private own property, by Steinhatchee Properties LLC, and represented by Brad Jackson. The owner address is 6667 Vernon Woods Dr., Suite B 24. Sandy Springs, GA 30328.

Business

1. Describe existing or proposed business activities on the site.
   Note: The primary activities and revenues collected on site shall conform to the purposes of the Working Waterfront program.
2. Explain the services, benefits and support to the commercial seafood industry.
3. Describe educational activities to be conducted that highlight the historical or current commercial fishing or aquaculture industry.
4. Explain any activities indirectly supporting the commercial seafood industry.
5. Describe the current and future demand for the facilities and activities to be provided, including but not limited to:
   a. Description and size of current market;
   b. Geographic region of customer base;
   c. Describe competition in the area.

No business activity is currently performed in the selected site. However, three commercial activities are proposed:

1. **Hatchery for shellfish seed production**: The goal is to lease one of the property areas for the establishment of a shellfish seeds production unit with upland and in-water (up-welling seed raising tanks) structures to manage the production of two to five million seeds/spats per year.
2. **Fisheries support area**: a second area will provide support for fishing gear storage and repairs, and boat landings. The area will be leased, and the renter must provide the proper services for crab traps storage, preparation and maintenance, as well as a dock for commercial fisheries landings.
3. **Seafood room area**: a third area of the property will provide a cool room to storage seafood landings from commercial fisheries and even to perform added value to such products (classification and packaging).

The three areas considered in this proposal provide services, benefits and support to the commercial seafood industry locally and for the region. For the aquaculture industry will provide necessary quality seeds to fulfill the market need and producers demand, reducing costs associated with transportation and mortality associated to larvae and spat transportation. In the other hand, the services and benefits for the fisheries industry include permanent access to waterfront for local fishermen, and available space to perform routine actions associated with commercial fisheries, like baiting, maintenance and repairing of fishing gears, and a direct storage and/or sale space for commercial landings. Finally, the seafood room area will provide added value to seafood industry by storing and managing final products for wholesalers and retailers locally and in the region. All three activities will be directly supported by local academia in order to improve best practices, education and research associated with the seafood industry.

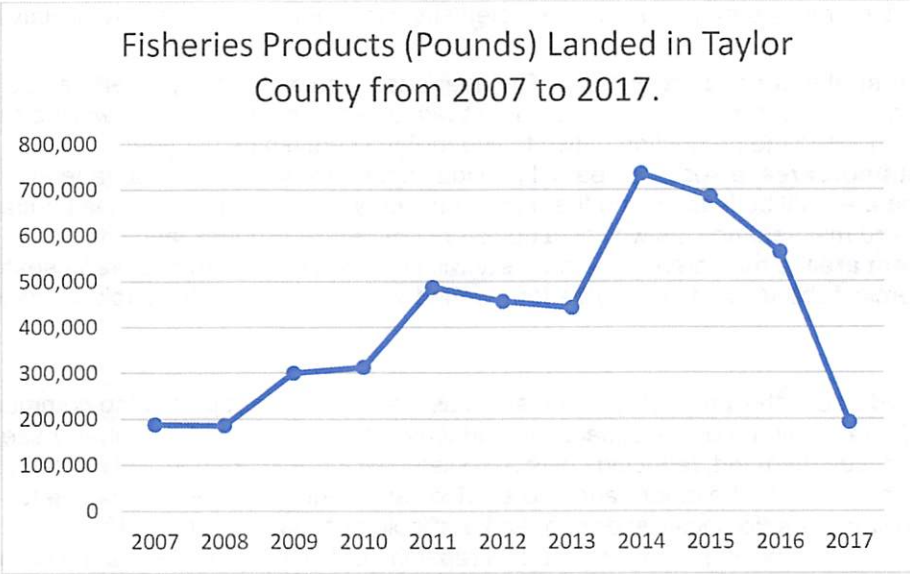
The three commercial areas will be requested to display educational signs to offer outreach information for their clientele, users and visitors. Also, they'll need to coordinate scheduled visits to their running facilities to showcase local businesses development, products and services offered by this initiative. These educational experiences will include historical aspects of the fisheries industry in the County and the region.

The following chart shows the historic landings of commercial fisheries products in Taylor County

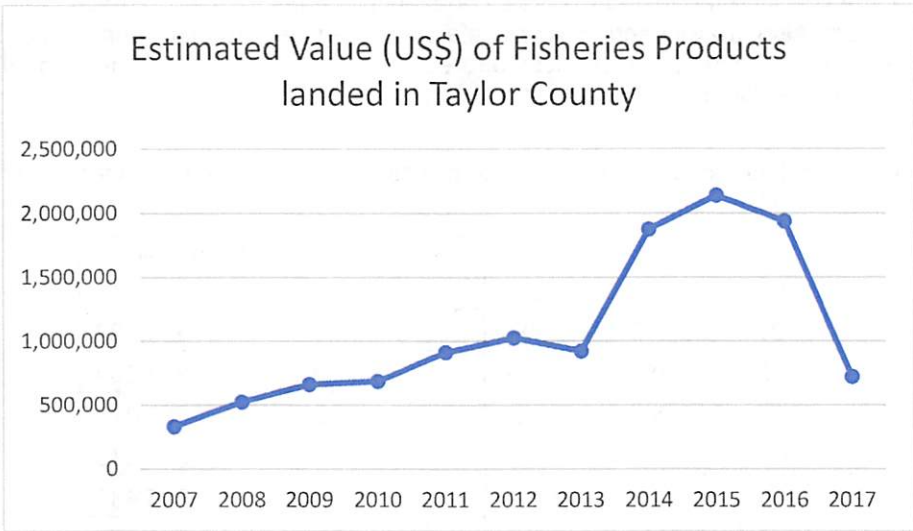
Year	Pounds	Trips	Average Price	Estimated Value
2007	188,179	1,388	3.10	334,583
2008	185,754	1,679	3.80	524,204
2009	299,944	2,438	2.82	663,474
2010	311,833	2,330	3.11	688,210
2011	487,666	2,426	2.81	913,431
2012	456,411	3,047	2.75	1,026,757
2013	443,224	2,421	3.11	923,744
2014	735,055	3,711	3.29	1,876,376
2015	684,706	3,682	3.03	2,139,441
2016	563,396	4,536	2.66	1,939,125
2017	193,323	1,728	3.67	722,029

Source: Self prepared using FWC landing data.

The fisheries products landed in Taylor County raised from almost 200,000 pounds/year in 2007 to over 700,000 pounds in 2014 and then drastically dropped to the same levels as 2007 in only 3 years. This shows the impact of different factors, like extreme weather events and/or lack or reduced local and regional support to commercial fishermen, that have come together to affect commercial fisheries in the county.



The situation of reduced landings in the county is directly related to a huge reduction on estimated value of sea food products from local commercial fisheries in the County, as shown in the next graph. Also, it is clear that fishing effort increased in 2016 but it did not represented more value to the fishermen.







On the other hand, the most recent study of the economic contribution associated with the Florida clam industry was conducted in 2012. Highlights of this economic impact study include:

- Value of sales by growers to wholesale dealers was $12.3 million, while value of sales by dealers was $19.5 million.
- As hard clams made their way from the production site to the final buyer, $21.9 million in added value was generated.
- The clam culture industry supported 543 jobs and generated $14.7 million in labor income.
- Hard clam sales generated $1.4 million in state/local tax revenues and $2.7 million in federal taxes.
- Finally, the industry output, or gross revenue impact to the state's economy, was estimated to be $38.7 million.

If Taylor County install a hatchery we estimate that at least 1.5% of the market share can be served by the new pilot hatchery.

Management

1. **Facilities.**

    a. **Conditions and size of existing structures**. As already mentioned, the proposed property includes a 54x24 ft house, a 10x10 ft two story observation tower and some pilling for docking in the creek. The house is not in good conditions and repairs need to be adopted.

    b. **Proposed improvements**. The house area is possible to be allocated as a storage, administrative and educational complex, that will share an area of at least 1,000 sq ft for a new seafood cold room. The hatchery area will include a 54x10 ft floating dock to hold up-welling tanks for the final production of shellfish seeds and a modular building in the upland zone from 800 to 1,500 sq ft depending on the expanding and production plan for the hatchery. The fisheries area will include a ¼ acre outdoor zone for fishing gear (traps) storage, as well as a 60 x 10 ft docking floating structure for fishing boats. A boat ramp will be evaluated upon final evaluation of local fishermen needs assessment for this service. Al floating structures will need to comply with State regulations and leasers will be responsible to get the permits from the designated authority.

    Note: Any new structure to be located on sovereignty-submerged lands shall comply with the criteria set forth in Chapter 18-21 F.A.C. including but not limited to the requirement that the structure be water dependent.

2. **Proposed easements, concessions, or leases**. Three of the four planed areas in the project will be leased to interested parties: Hatchery area, Fisheries area and Seafood house area. The educational area will be County managed but a concession can be evaluated for a non-for-profit organization willing to lead outreach efforts.
3. **Proposed third party leases**. Weeks Seafood LLC have manifested their intention to lease the hatchery area and pay the County the required fees to replace tax income to the county paid by the current private owner. For more than one-year Weeks Seafood LLC have been trying to develop the first pilot hatchery for shellfish seed production in Taylor County.
4. **Short term and long-term maintenance requirements**. Long-term maintenance requirements will include wood parts replacements for the observation tower as needed after extreme events. Mowing of open areas in the property will be performed as part of the planned activities for county owned properties. Other maintenance costs will be responsible of leasers according to the areas
5. **Current and proposed staffing needs.** The business plan for this project does not include the need to hire new personnel through the County HR office. All businesses will be appointed as leases per acre according to a stablished fee. Leasers must be responsible for hiring the necessary staff to comply with the lease agreement. In the case of the educational area, the Taylor County School District staff and the Taylor County Extension will provide the necessary educational services. The County Engineering and the Planning departments will perform necessary inspections and recommend to the Board if any action is required.
6. **Approximate cost for development and operation of the site** (including proposed improvements, maintenance, staffing, etc).

Development Costs:

Concept of Cost	Cost (US$)
Hatchery area (hatchery building, equipment, docking, staff, maintenance)	400,000
Fisheries area: Docking and storage zone maintenance.	100,000
Seafood house (1,000 sq ft cold room and supporting facilities, staff and maitennance)	400,000
Educational area (educational displays and signs, staff and maintenance)	9,000
Subtotal	

7. **Funding sources** (for the development and maintenance of the site).

Funding Source	$/year
Lease of Hatchery area	4,800
Lease of Fisheries area	3,000
Lease for Seafood house area	4,800
Concession of Educational area	1,500
Other founding sources (grants + sponsorships)	5,000
County budget	1,500
Subtotal	**11,000**

Appendix

Attach and label backup documentation to provide verification of above items as needed.

PROJECT EVALUATION CRITERIA

Answer the following questions, as applicable to the proposed project. Where requested, provide support documentation or attached Exhibits.

Note**: Provide a response to each of the following criteria, either YES or NO. If the answer to a criterion is checked NO, move to the next question. If the answer to a criterion is checked YES, provide a response as appropriate and limit your response to **no more than half a page**. **Any criterion that is not addressed or is left blank will not be evaluated and no points will be awarded.

Documentation provided:

Check either YES or NO to whether the required documentation is provided. If YES, include documentation under appropriate Exhibit.

---

(1) Location

(a) The Project Site is located within the boundary of a locally designated Community Redevelopment Area as defined in s. 163.340, F.S. and furthers the adopted community redevelopment plan (10 points). DUDLEY (in progress)

YES ____ NO _____

If yes, provide documentation from the local government that the Project Site is located within a Community Redevelopment Area, provide a map showing the boundaries of the CRA, and provide a copy of the adopted community redevelopment plan.

Were all three documents provided in the grant application?

YES ___ Documented in Exhibit G

NO ____ If documentation is not provided, no points will be awarded.

(b) The Project Site is adjacent to or within 2,000 feet of and tidally connected to state-owned submerged lands designated as an aquatic preserve identified in s. 258.39, F.S., National Marine Sanctuary or National Estuarine Research Reserve (10 points). FDEP (in progress)

YES ____ NO _____

If yes, provide documentation from the Department of Environmental Protection's Florida Coastal Office (formerly Office of Coastal and Managed Areas), including a map and letter that the Project Site is adjacent to or within 2,000 feet of and tidally connected to state-owned submerged lands designated as an aquatic preserve identified in s. 258.39, F.S., National Marine Sanctuary or National Estuarine Research Reserve.

Were both documents provided in the grant application?

YES ____ Documented in Exhibit H

NO _____ If documentation from the Department of Environmental Protection's Florida Coastal Office is not provided, no points will be awarded.

(c) The Project Site is located within a municipality with a population less than 30,000 or in an unincorporated area of the county with a population in the unincorporated area that is less than 40,000 (10 points).

YES _X_ NO _____

Table 1. Estimates of Population by County and City in Florida: April 1, 2017					
				Revenue Sharing Use Only	
County, City, and State	April 1 2017 Estimate	Total Change 2010–2017	April 1 2010 Census	Inmates	Estimates less Inmates April 1, 2017
Taylor County	22,295	-275	22,570	2,429	19,866
Perry	6,954	-63	7,017	0	6,954
UNINCORPORATED	15,341	-212	15,553	2,429	12,912

Source: https://www.bebr.ufl.edu/population

If yes, provide documentation from the FCT web site showing that the Project Site is located within a municipality with a population less than 30,000 or in an unincorporated area of the county with a population in the unincorporated area that is less than 40,000.

Was documentation provided in the grant application?

YES ____ Documented in Exhibit I

NO _____ If documentation is not provided, no points will be awarded

(d) The Project Site is within an area designated as a "Waterfronts Florida Partnership Community" (9 points).

YES ____ NO _X___

If yes, provide documentation from the Department of Economic Opportunities' (formerly Department of Community Affairs) Waterfronts Florida Partnership, including a map and letter, that the Project Site is located within a "Waterfronts Florida Partnership Community".

Were both documents provided in the grant application?

YES ____ Documented in Exhibit J

NO _____ If documentation from the Department of Economic Opportunities' (formerly Department of Community Affairs) **Waterfronts Florida Partnership is not provided, no points will be awarded.**

(e) The Project Site provides services and is located within 15 miles of a state designated aquaculture "High Density Lease Area" (5 points).

YES ____ NO _X____

If yes, provide documentation from the Department of Agriculture and Consumer Services, including a map and letter, that the Project Site is located within 15 miles of a state designated aquaculture "High Density Lease Area".

Describe what services or facilities the project site will provide that furthers the aquaculturists operations at the stated designated High-Density Lease Area.

Were both documents provided in the grant application?

YES ____ Documented in Exhibit K

NO _____ If documentation from the Department of Agriculture and Consumer Services is not provided, no points will be awarded.

(f) The Project Site is within an area designated as a "Rural Area of Critical Economic Concern" or "Area of Critical State Concern" (4 points).

YES _X___ NO _____

If yes, provide documentation from the FCT web site showing that the Project Site is in "Rural Area of Critical Economic Concern" or "Area of Critical State Concern".

Was the documentation provided in the grant application?

YES ____ Documented in Exhibit L

NO _____ If documentation is not provided, no points will be awarded.

(2) Economic Consideration

(a) The proposed project provides an economic benefit to the community (10 points);

YES _X_ NO _____

If yes, discuss how the acquisition, development and management of the Project Site will provide an economic benefit to the community. This criterion will also be evaluated based upon the response provided in the Business Summary.

(b) The Project Site is located in a municipality or in the unincorporated county with a growth rate that exceeds the average growth rate for the state, as shown by population increase since the last census (10 points);

YES ____ NO _X___

If yes, provide documentation from the FCT web site showing that the Project Site is in an area that exceeds the average growth rate for the state, as shown by population increase since the last census.

Was the documentation provided in the grant application?

YES ____ Documented in Exhibit M

NO _____ If documentation is not provided, no points will be awarded

(c) The Project Site has sustained hurricane damage in the past 5 years such that operating capacity was reduced or normal operations were interrupted for a period of not less than two weeks (5 points).

YES ____ NO _X___

If yes, provide documentation showing that the Project Site has sustained significant hurricane damage in the past 5 years, including identifying the hurricane and provide a state or federal document verifying that the project site sustained significant hurricane damage such as a copy of the Department of Environmental Protection's Emergency Authorization for the repair of the docking facility.

Was the documentation provided in the grant application?

YES ____ Documented in Exhibit N

NO _____ If documentation is not provided, no points will be awarded

(d) The grant award amount requested is within the following thresholds (Points will be awarded on only one of the following criteria):

1. **The Applicant is requesting a grant award amount that does not exceed $1,500,000.00 (8 points);**
   YES _X_ NO _____
2. **The Applicant is requesting a grant award amount that does not exceed $2,500,000.00 (4 points);**
   YES ____ NO _____
3. **The Applicant is requesting a grant award amount that does not exceed $3,500,000.00 (2 points).**
   YES ____ NO _____

Note: FCT will not participate in project costs that exceed the grant award amount.

(3) Site Suitability/Readiness

(a) The Project Site will provide a docking facility for commercial fishing vessels (Points will be awarded on only one of the following criteria):

1. **The Project Site contains an existing docking facility that can be presently utilized for commercial saltwater fisheries or aquaculture operations (17 points);**

   YES ____ NO _X___

   If yes, describe the existing facility, condition of the existing structure and proposed uses for the docking facility.

   Provide photographs of the docking facility.

   Were photographs of the existing docking facility provided?

   YES ____ Documented in Exhibit O

   NO _____ If photographs are not provided, no points will be awarded

2. **The Project Site contains an existing docking facility that requires major restoration to be utilized for commercial saltwater fisheries or aquaculture operations and the applicant has committed to rebuild the docking facility (12 points);**

   YES _X__ NO _____

   If yes, describe the existing facility, condition of the existing docking facility, what repairs the applicant will do to bring the structure into working condition, and proposed uses of the structure.

   Provide photographs of the docking facility.

   Were photographs of the existing docking facility provided?

   YES ____ Documented in Exhibit O

   NO _____ If photographs are not provided, no points will be awarded

3. **The Applicant has committed to construct a new docking facility on the Project Site for commercial fishing vessels or aquaculture operations (6 points).**

   YES ____ NO _X___

   If yes, describe the size of the proposed docking facility and the proposed use of the structure.

   Provide a scaled drawing of the proposed docking facility and existing facilities on the Project Site.

   Provide photographs of the area of the proposed docking facility will be constructed.

   The proposed docking area needs to be located in a minimum of 3 feet of water at Mean Low Water and not located over any sea grass beds.

   Provide documentation from a surveyor, engineer or environmental consultant, showing that the docking area is located in at least 3 feet of water at Mean Low Water and that there are no grass beds in the docking area.

   Was the documentation of the water depth at the docking area, no grass beds in the docking area, the scaled drawing of the proposed docking facility and photographs of the area of the proposed structure provided?

   YES ____ Documented in Exhibit O

   NO _____ If the required photographs, drawings, and water depth data are not provided, no points will be awarded

(b) The Project Site will provide a Seafood House or other building to be used for Working Waterfront Business (Points will be awarded on only one of the following criteria):

1. **The Project Site contains an existing Seafood House or other building that can be presently utilized for Working Waterfront Business (10 points);**

   YES ___ NO _X___

   If yes, describe the existing building, condition of the existing building, and proposed uses for the building.

   Provide photographs of the building.

   Were photographs of the existing building provided?

   YES ____ Documented in Exhibit O

   NO _____ If photographs are not provided, no points will be awarded

2. **The Project Site contains an existing Seafood House or other building that requires major restoration and the applicant has committed to rebuild the building to be utilized as a Working Waterfront Business (8 points);**

   YES _X__ NO _____

   If yes, describe the existing building, condition of the existing building, what repairs the applicant will do to bring the building into working condition, and proposed uses of the building.

   Provide photographs of the building.

   Were photographs of the existing building provided?

   YES ____ Documented in Exhibit O

   NO _____ If photographs are not provided, no points will be awarded

3. **The Applicant has committed to construct a new Seafood House or other buildings of at least 1,000 square feet on the Project Site to be used for Working Waterfronts Business (4 points).**

   YES _ __ NO __X__

   If yes, describe the proposed size of the new building (minimum of 1,000 square feet) and the proposed use of the building.

   Provide a scaled drawing of the proposed building and other existing facilities on the Project Site.

   Provide photographs of the area that the proposed building will be constructed.

   Were photographs of the location and the scaled drawing of the proposed building provided?

   YES ____ Documented in Exhibit O

   NO _____ If drawing and photographs are not provided, no points will be awarded

(c) The Project Site will provide a structure for launching commercial fishing vessels, including but not limited to a boat ramp, boat lift or boat rail system (Points will only be awarded on one of the following criteria):

1. **The Project Site contains an existing structure for launching commercial fishing vessels, including but not limited to a boat ramp, boat lift or boat rail system, which can be presently utilized without major restoration (6 points);**

   YES ____ NO _X___

   If yes, describe the existing facility, condition of the existing structure and proposed uses for the boat launching facility.

   Provide photographs of the boat launching facility.

   Were photographs of the existing boat launching facility provided?

   YES ____ Documented in Exhibit O

NO _____ If photographs are not provided, no points will be awarded

2. **The Project Site contains an existing structure for launching commercial fishing vessels, including but not limited to a boat ramp, boat lift or boat rail system, that requires major restoration and the Applicant has committed to rebuild the existing boat launch facility (4 points).**

   YES ____ NO _X___

   If yes, describe the major restoration activity needed to the existing boat launching facility, describe the condition of the existing boat launch facility, what repairs the applicant will do to bring the boat launching facility into working condition, and proposed uses of the boat launching facility.

   Provide photographs of the boat launching facility.

   Were photographs of the existing boat launching facility provided?

   YES ____ Documented in Exhibit O
   NO _____ If photographs are not provided, no points will be awarded

3. **The Applicant has committed to construct a new boat launching facility on the Project Site that will be used for commercial fishing vessels (2 points).**

   YES ___ NO __X__

   If yes, describe the new boat launching facility, describe the proposed design and size of the new boat launching facility and the proposed use of the boat launching facility.

   Provide a scaled drawing of the proposed boat launching facility and existing facilities on the Project Site.

   Provide photographs of the area for the proposed boat launching facility.

   The boat launching facility needs to be located in a minimum of 3 feet of water at Mean Low Water and not adjacent to any grass beds. Provide documentation from a surveyor, engineer or environmental consultant, showing that the boat launching facility located in at least 3 feet of water at Mean Low Water and that there no grass beds in the area.

   Was the documentation of the water depth at the launching area, no grass beds in the areas, scaled drawing of the proposed launching facility and photographs of the area of the proposed launching facility provided?

   YES ____ Documented in Exhibit O

   NO _____ If photographs are not provided, no points will be awarded

(d) The Project Site contains an open area of at least 1/4 acre to be used for the storage of traps, nets, and other gear needed for commercial fishing or aquaculture operations (4 points);

YES _X__ NO _____

If yes, describe the existing area and proposed uses for the storage area.

Provide photographs of the storage area.

Were photographs of the storage area provided?

YES ____ Documented in Exhibit O

NO _____ If photographs are not provided, no points will be awarded

(e) The proposed project will be acquired using a less-than-fee Working Waterfront Covenant for all of the land to be acquired (5 points).

YES ____ NO _X___

If yes, describe the existing or proposed activities that will be conducted to further continuation of Working Waterfront activities in that area.

Provide an affidavit from the owner that they are willing to sell the development rights off the property and continue to operate the site to further the continuation of Working Waterfront activities on the site.

Was the affidavit provided?

YES ____ Documented in Exhibit P

NO _____ If the affidavit is not provided, no points will be awarded

(4) Financial Contribution

(a) Providing a share of the eligible Match. The Applicant is committed to:

1. **Provide a Match between 25 percent to 34 percent of the Project Costs, or, for Small Local Governments as defined in 62-820.002(22) and Nonprofit Working Waterfront Organizations, a Match between 10 percent and 19 percent of the Project Costs (5 points); or**

   YES ____ NO __X__
2. **Provide a Match of 35 percent or more of the Project Costs, or, for Small Local Governments as defined in 62-820.002(22) and Nonprofit Working Waterfront Organizations, a Match of 20 percent or more of the Project Costs (10 points).**

   YES ____ NO _X___

If yes to either above, provide letter from Chief Financial Officer (CFO) confirming match amount. **Document in Exhibit Q**

(5) Community Planning

(a) The project is located in a Future Land Use category, zoning district, or overlay district that has been identified for the protection and preservation of Working Waterfronts (7 points); DUDLEY

YES ____ NO _____

If yes, provide a copy of the map showing that the Project Site is located in a Future Land Use category, zoning district, or overlay district that has been identified for the protection and preservation of Working Waterfronts. Provide a description of the purpose of the Future Land Use category, zoning district, or overlay district and how it furthers the protection and preservation of Working Waterfronts.

Was a copy of the map and description of the category or district provided?

YES ____ Documented in Exhibit R
NO _____ If a copy of the map and description are not provided, no points will be awarded

(b) The project furthers local government comprehensive plan objectives and policies that ensure the protection and preservation of Working Waterfronts for use by commercial fishermen, aquaculturists, or business entities that support these industries (7 points);

YES _X__ NO _____

If yes, identify which objectives or policies are furthered, provide a summary of the policy or objective, and describe how the local government's comprehensive plan's objectives and policies further the protection and preservation of Working Waterfronts for use by commercial fishermen, aquaculturists, or business entities that support these industries.

Provide a copy of the local government's comprehensive plan's objectives and policies that ensure the protection and preservation of Working Waterfronts for use by commercial fishermen, aquaculturists, or business entities that support these industries.

Were copies of the policies or objectives provided?

YES ____ Documented in Exhibit S

NO _____ If a copy of the policies or objectives are not provided, no points will be awarded

(6) Public Education

(a) The Project Site provides a permanent structure containing displays of artifacts and other items open to the public that provide information about the economic, cultural or historic heritage of Florida's traditional Working Waterfronts (4 points);

YES _X_ NO _____

If yes, describe the proposed permanent structure and the types of artifacts and other items to be displayed that will provide information about the economic, cultural or historic heritage of Florida's traditional Working Waterfronts to the public. Describe the approximate location of the structure and how public access to the structure will be provided.

(b) The Project Site contains a structure(s) that is listed on the National Register of Historic Places administered by the National Park Service (3 points);

YES ____ NO _X___

If yes, provide documentation from the Division of Historical Resources, including a map and letter, that the structure(s) located on the Project Site is listed on the National Register of Historic Places.

Were both documents provided in the grant application?

YES ____Documented in Exhibit T

NO _____ If documentation from the Division of Historical Resources is not provided, no points will be awarded.

(c) The Project Site will contain interpretive kiosk(s) or sign(s) that educate the public about the economic, cultural, or historic heritage of Florida's traditional Working Waterfronts (2 points).

YES _X_ NO _____

If yes, describe the proposed kiosk(s) or sign(s) that will educate the public about the economic, cultural, or historic heritage of Florida's traditional Working Waterfronts. Describe the approximate location of the kiosk(s) or sign(s) and how public access to the kiosk or sign will be provided.

County Estimates & Projections

Choose a county: Taylor

2010 Census Count: 22,570
2017 Estimate: 22,295
2020 Projection: 22,400
2030 Projection: 22,900
2040 Projection: 23,400

REQUIRED EXHIBITS AND SUPPORTING DOCUMENTATION

Each of the following exhibits is required to be submitted with the grant Application. Provide a label and tab for each exhibit and please ensure that all exhibits are legible and of an appropriate scale. If two or more exhibits are consolidated, make sure this is reflected on the exhibit label. If a specific exhibit is not applicable, include an exhibit page with a statement that it is "Not Applicable." Locate the exhibits behind the project evaluation criteria section of the Application.

Cover Letter - Front Cover, Required

A cover letter on local government or nonprofit letterhead signed by the appropriate official or administrator. The cover letter must include the following information:

1. Key contact person including contact number and email address.
2. The address and driving directions to the project site.
3. A statement binding the applicant to fulfill all the commitments made in the application.
4. Applicant's FEID Number.
5. Mailing Address for reimbursement; this address must match active account in My Florida Market Place. https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e1s1

Exhibits

A. Nonprofit Environmental Organization Status – Tab Exhibit A, if applicable

If the Applicant is a Non-profit Working Waterfronts Organization, provide evidence of status of the organization, including documentation from the Internal Revenue Service that the organization is recognized as a 501(c) organization, a copy of the Bylaws, and a copy of the Articles of Incorporation. that can demonstrate that the support of Working Waterfronts as defined in Sections 380.503(18)(a) and (b), F.S., are among its principal purposes and goals The required documentation is available online from the Department of State, Division of Corporations- http://dos.myflorida.com/sunbiz/.

N.A.

B. Nonprofit Environmental Organization Management Commitment - Tab Exhibit B, if applicable

1. If the Applicant is a Non-profit Environmental Organization which anticipates being designated as the management entity, the Non-profit Environmental Organization shall provide documentation that they have funds on hand, or letters of commitment to provide the funds prior to closing on the Project Site. The amount equal to ten percent of the Project Cost to be set aside as a management endowment fund for the Project Site. **Label Exhibit B1**

   N.A.

2. The Non-profit Environmental Organization shall provide a guaranty or pledge by a Local Government, the Water Management District, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, or the Florida Department of Environmental Protection to act as a backup manager to take over the responsibility for management of the Project Site in the event the Non-profit Environmental Organization is unable to manage. **Label Exhibit B2**

   N.A.

C. Source of Match – Tab Exhibit C, if applicable

Third Party; Application question #10, page 3. **Label Exhibit C**

N.A.

D. Willing Owner Letter(s) – Tab Exhibit D, Required

Letter from the owner(s) of each parcel(s), as identified in the Application, indicating their willingness to consider an offer. If a portion of the property is proposed for acquisition under a conservation easement, provide a letter from the owner stating their willingness to consider an offer for a sale of a conservation easement.

If the Project Site is being acquired via less-than-fee or through a donation, the willing owner letter should state so clearly and should include a percentage and amount. **Label Exhibit D**

ATTACHED

E. Project Summary (Education Projects): The Project Summary shall include a discussion of the purpose of the project, existing and future uses, existing and proposed physical improvements and historic resources. Include the size of any existing or proposed buildings. Indicate if any easements, concessions, or leases exist or are proposed. The recommended size for a Project Summary is one page. **Label Exhibit E, Required**

Taylor County coast is a beautiful waterway with over 50 miles of shoreline from Steinhatchee river mouth, including the Big Bend Seagrasses Aquatic Preserve, the Big Bend Wildlife Management Area, the Ecofina river State Park and north to the Aucilla river and the borderline of the St. Marks National Wildlife Refuge. It offers stunning views, an incredible diversity of recreational and commercial opportunities, and supports a vast array of fish, shellfish, and wildlife that are iconic to the Florida's Gulf of Mexico. The actions to manage and protect waterfront property are essential for preserving the area as a special place for future generations.

The property included as part of this proposal is to be used for double purposes: educational and fisheries and aquaculture businesses development. Taylor County Coastal Educational Program will increase resident's and visitor's knowledge of Taylor County coastal natural systems, of the plants and animals that depend upon those systems, and of the role of humankind in shaping our past, of determining our future, and as stewards of the land. The objective of the Taylor County Coastal Educational Program is to prepare persons to share their knowledge with others, to act in a positive manner, to help others feel a greater connection to the land/sea and to help others to develop their own personal environmental ethics. Information on the ecology of Florida's coastal systems is an integral part of the program, but we do not attempt to create experts in any discipline. Rather, we hope to initiate what is for many a life-long process of learning, of observation, and of sharing with others.

Through field visits, and practical experience, this Program provides instruction on the general ecology, habitats, vegetation types, wildlife, and conservation issues of Coastal Systems in Florida - Coastal Uplands, Estuarine, and Nearshore Marine Environments. The program also addresses society's role in coastal areas, especially in fisheries and aquaculture, but also develops naturalist interpretation skills, and discusses environmental ethics.

The experience consists of 1 to 2 hours, the scheduling of which will vary among different self-guided or instructor-guided activities, with the use of displays and interpretation signs. The Program will discuss topics as:

- General Ecology of Coastal Systems
- Marine & Estuarine Habitats
- Coastal Waterbirds
- Coastal Upland Systems
- Coastal Mammals
- Coastal Amphibians/Reptiles
- Saltwater Fish
- Invertebrates (Corals, Jellyfish, Mollusks, Sea Worms, Tunicates, Echinoderms, Crustaceans, Insects)
- Environmental Ethics
- Naturalist Interpretation

The Northwest area of the proposed property, with approximately half an acre, includes an observation tower with a wonderful view of the coastal systems represented in the area (estuaries, saltmarsh, seagrass and marine ecosystems, and maritime forest). This tower is a great structure to support the educational program and will need some minor improvements to provide the educational services as part of the coastal program in the County. The tower is a two story 10x10 ft and 30 ft high. It is built of wood and galvanized pipes as shown in the attached pictures.

The educational area will originally be managed by the Taylor County Extension but leasing to a third educational party is also an option for the future and will depend upon potential demand.

In the surrounding areas of the tower educational displays will be posted in other to orient self-guided visits and promote environmental interpretation of the coastal systems represented in the region, and the uses and sustainable uses that it can support or be impacted by. Sponsorship for covering the costs of the displays and minor improvement to the current structure will be main strategy to fund the initiative.

At least 2 posts will be related to commercial fisheries activities (historic and current fishing gears and resources) as well as the potential of aquatic resources production through aquaculture activities. The commercial areas in the property will also provide educational support to residents and visitors to deeper understand the importance of this activities as a food safety issue.

F. Business Summary (Non-Education Projects) As outlined on pages 5 & 6 of Application Form SMWW-2. **Label Exhibit F, Required**

Location Documentation – Tab Exhibits G-L, if applicable

G. Local Government documentation to include CRA Boundary Map and Copy of adopted Community Redevelopment Plan. **Label Exhibit G**

DUDLEY (IN-PROGRESS)

H. The Florida Coastal Office (formerly CAMA) Letter and Map. **Label Exhibit H**

FDEP (IN-PROGRESS)

I. FCT website confirmation of Municipality with population less than 30,000. **Label Exhibit I**

Table 1. Estimates of Population by County and City in Florida: April 1, 2017

County, City, and State	April 1 2017 Estimate	Total Change 2010–2017	April 1 2010 Census	Revenue Sharing Use Only Inmates	Revenue Sharing Use Only Estimates less Inmates April 1, 2017
Taylor County	22,295	-275	22,570	2,429	19,866
Perry	6,954	-63	7,017	0	6,954
UNINCORPORATED	15,341	-212	15,553	2,429	12,912

J. Department of Economic Opportunity Map and Letter – Working Waterfront Partnership Community Designation. **Label Exhibit J**

N.A.

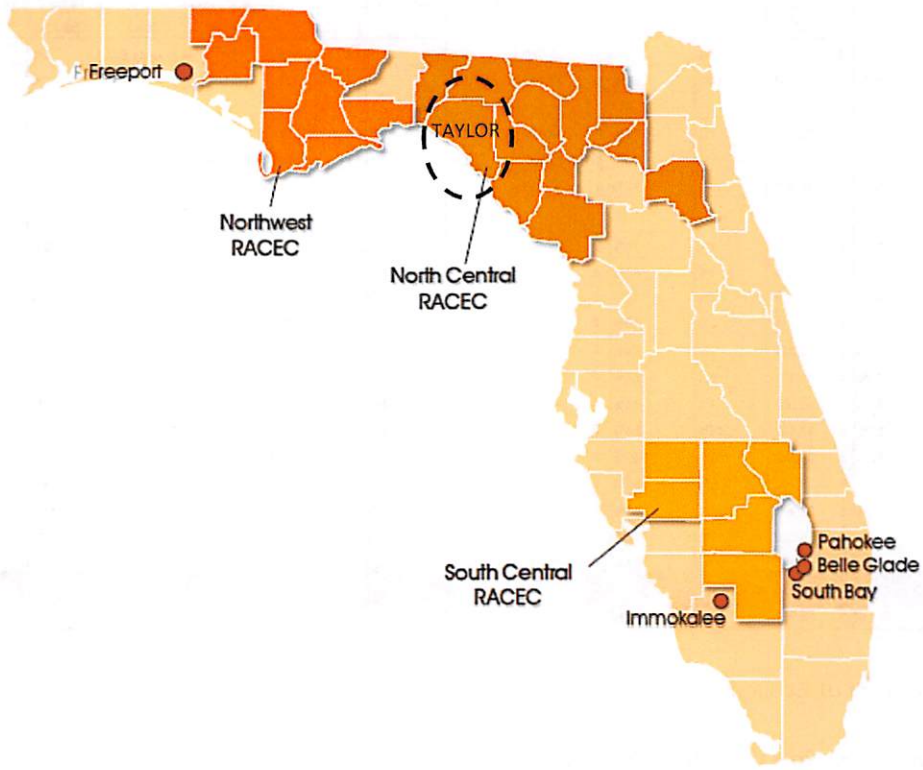
K. Department of Agriculture and Consumer Services Map and Letter – Aquaculture High Density Lease Area Designation. **Label Exhibit K**

N.A.

L. FCT website confirmation of Rural Area of Critical Economic Concern/Area of Critical State Concern Designation. **Label Exhibit L**

As seen in the following charts, Taylor County is included in the North Central Rural Areas of Critical Economic Concern (RACEC) in Florida. Taylor County population is 22,570 according to Census 2010.

Florida's Rural Areas of Critical Economic Concern



Regional and County Data and Trends

	Population				Total Nonfarm Employment							Unemployment Rate		
	Census 2000	Census 2010	Absolute Change	Percent Change	2001	2007	Absolute Change 2001-2007	Percent Change 2001-2007	2010	Absolute Change 2007-2010	Percent Change 2007-2010	2000	2007	2010
United States	281,424,600	308,745,538	27,320,938	10%	129,535,800	135,366,106	5,730,306	4%	127,820,442	-7,545,664	-6%	4.0%	4.6%	9.6%
Florida	15,982,571	18,801,310	2,818,739	18%	7,153,589	7,945,162	791,573	11%	7,109,630	-835,532	-11%	3.8%	4.0%	11.5%
North Central	357,315	409,002	51,687	14%	93,156	107,076	13,920	15%	99,505	-7,571	-7%	4.0%	3.9%	11.1%
Northwest	198,582	222,136	23,554	12%	51,821	58,633	6,812	13%	54,985	-3,648	-6%	4.3%	3.6%	9.2%
South Central	229,033	253,399	24,366	11%	63,412	70,268	6,856	11%	65,190	-5,078	-7%	5.4%	5.1%	12.3%
North Central	**357,315**	**409,002**	**51,687**	**14%**	**93,156**	**107,076**	**13,920**	**15%**	**99,505**	**-7,571**	**-7%**	**4.0%**	**3.9%**	**11.1%**
Baker	22,255	27,115	4,860	22%	5,352	7,497	2,145	40%	6,765	-732	-10%	3.0%	3.5%	10.9%
Bradford	26,096	28,520	2,424	9%	6,293	7,317	1,024	16%	6,863	-454	-6%	3.8%	3.3%	9.6%
Columbia	56,413	67,531	11,118	20%	18,408	23,433	5,025	27%	21,386	-2,047	-9%	3.9%	3.5%	10.7%
Dixie	13,758	16,422	2,664	19%	2,531	2,708	177	7%	2,381	-327	-12%	4.4%	4.2%	12.6%
Gilchrist	14,429	16,939	2,510	17%	2,498	3,149	651	26%	2,980	-169	-5%	3.6%	3.7%	9.9%
Hamilton	13,321	14,799	1,478	11%	3,301	3,619	318	10%	3,371	-248	-7%	5.3%	4.5%	12.2%
Jefferson	12,876	14,761	1,885	15%	2,827	3,030	203	7%	2,529	-501	-17%	3.7%	3.2%	9.3%
Lafayette	7,019	8,870	1,851	26%	1,560	1,772	212	14%	1,658	-114	-6%	4.0%	2.9%	8.3%
Levy	34,448	40,801	6,353	18%	7,748	9,122	1,374	18%	8,335	-787	-9%	3.9%	4.1%	12.2%
Madison	18,720	19,224	504	3%	5,426	4,522	-904	-17%	4,281	-241	-5%	4.1%	5.9%	11.7%
Putnam	70,418	74,364	3,946	6%	17,770	19,106	1,336	8%	17,694	-1,412	-7%	4.3%	4.6%	12.6%
Suwannee	34,881	41,551	6,670	19%	9,175	10,614	1,439	16%	10,684	70	1%	3.6%	3.5%	10.5%
Taylor	19,253	22,570	3,317	17%	6,394	7,110	716	11%	6,736	-374	-5%	4.9%	4.1%	11.5%
Union	13,428	15,535	2,107	16%	3,873	4,077	204	5%	3,842	-235	-6%	4.3%	3.0%	6.7%

Regional and County Data and Trends

	Average Wage (In 2010 dollars)								Per Capita Income (In 2010 dollars)							
	2000	Percent of U.S. Average 2000	2007	Percent Change 2000-2007	Percent of U.S. Average 2007	2010	Percent Change 2007-2010	Percent of U.S. Average 2010	2000	Percent of U.S. Average 2000	2007	Percent Change 2000-2007	Percent of U.S. Average 2007	2009	Percent Change 2007-2009	Percent of U.S. Average 2009
United States	$ 44,388	-	$ 47,002	6%	-	$ 47,045	0%	-	$ 38,393	-	$ 41,547	8%	-	$ 40,255	-3%	-
Florida	$ 39,307	89%	$ 43,149	10%	92%	$ 43,033	0%	91%	$ 36,823	96%	$ 41,284	12%	99%	$ 38,754	-6%	96.2%
North Central	$ 31,060	70%	$ 33,102	7%	70%	$ 33,665	2%	72%	$ 23,528	61%	$ 26,239	12%	63%	$ 26,284	0%	65%
Northwest	$ 29,940	67%	$ 32,680	9%	70%	$ 32,823	0%	70%	$ 24,136	63%	$ 26,755	11%	64%	$ 26,477	-1%	66%
South Central	$ 27,050	61%	$ 31,301	16%	67%	$ 32,133	3%	68%	$ 24,161	63%	$ 26,723	11%	64%	$ 26,426	-1%	66%
North Central	**$ 31,060**	**70%**	**$ 33,102**	**7%**	**70%**	**$ 33,665**	**2%**	**72%**	**$ 23,528**	**61%**	**$ 26,239**	**12%**	**63%**	**$ 26,284**	**0%**	**65%**
Baker	$ 28,986	65%	$ 31,409	8%	67%	$ 31,470	0%	67%	$ 24,756	64%	$ 27,943	13%	67%	$ 26,711	-4%	66%
Bradford	$ 33,161	75%	$ 33,799	2%	72%	$ 33,075	-2%	70%	$ 24,174	63%	$ 27,017	12%	65%	$ 27,362	1%	68%
Columbia	$ 33,057	74%	$ 34,514	4%	73%	$ 35,511	3%	75%	$ 24,338	63%	$ 26,555	9%	64%	$ 26,477	0%	66%
Dixie	$ 29,017	65%	$ 30,221	4%	64%	$ 30,266	0%	64%	$ 19,526	51%	$ 22,422	15%	54%	$ 22,595	1%	56%
Gilchrist	$ 27,940	63%	$ 30,353	9%	65%	$ 31,709	4%	67%	$ 25,288	66%	$ 29,436	16%	71%	$ 29,567	1%	73%
Hamilton	$ 36,504	87%	$ 39,069	1%	83%	$ 41,250	6%	88%	$ 18,463	48%	$ 19,172	4%	46%	$ 20,216	5%	50%
Jefferson	$ 26,986	61%	$ 31,997	19%	68%	$ 30,689	-4%	65%	$ 30,530	80%	$ 30,930	1%	74%	$ 30,502	-1%	76%
Lafayette	$ 26,607	60%	$ 29,846	12%	63%	$ 30,536	2%	65%	$ 19,197	50%	$ 19,645	2%	47%	$ 19,627	0%	49%
Levy	$ 26,941	61%	$ 29,490	9%	63%	$ 29,438	0%	63%	$ 23,705	62%	$ 26,881	13%	65%	$ 26,376	-2%	65%
Madison	$ 26,144	59%	$ 29,942	15%	64%	$ 30,680	2%	65%	$ 21,464	56%	$ 23,736	11%	57%	$ 24,231	2%	60%
Putnam	$ 32,291	73%	$ 34,514	7%	73%	$ 35,703	3%	76%	$ 23,515	61%	$ 25,649	13%	64%	$ 27,362	3%	68%
Suwannee	$ 27,062	61%	$ 30,362	12%	65%	$ 30,182	-1%	64%	$ 24,731	64%	$ 28,450	15%	69%	$ 28,053	-2%	70%
Taylor	$ 35,445	80%	$ 36,134	2%	77%	$ 37,497	4%	80%	$ 24,660	64%	$ 26,607	8%	64%	$ 26,325	-1%	65%
Union	$ 34,340	77%	$ 34,762	1%	74%	$ 35,032	1%	74%	$ 17,272	45%	$ 19,424	12%	47%	$ 20,013	3%	50%

Source: Florida Department of Economic Opportunity

Economic Consideration – Tab Exhibits M-N

M. FCT website confirmation that Project Site exceeds average growth rate. **Label Exhibit M**

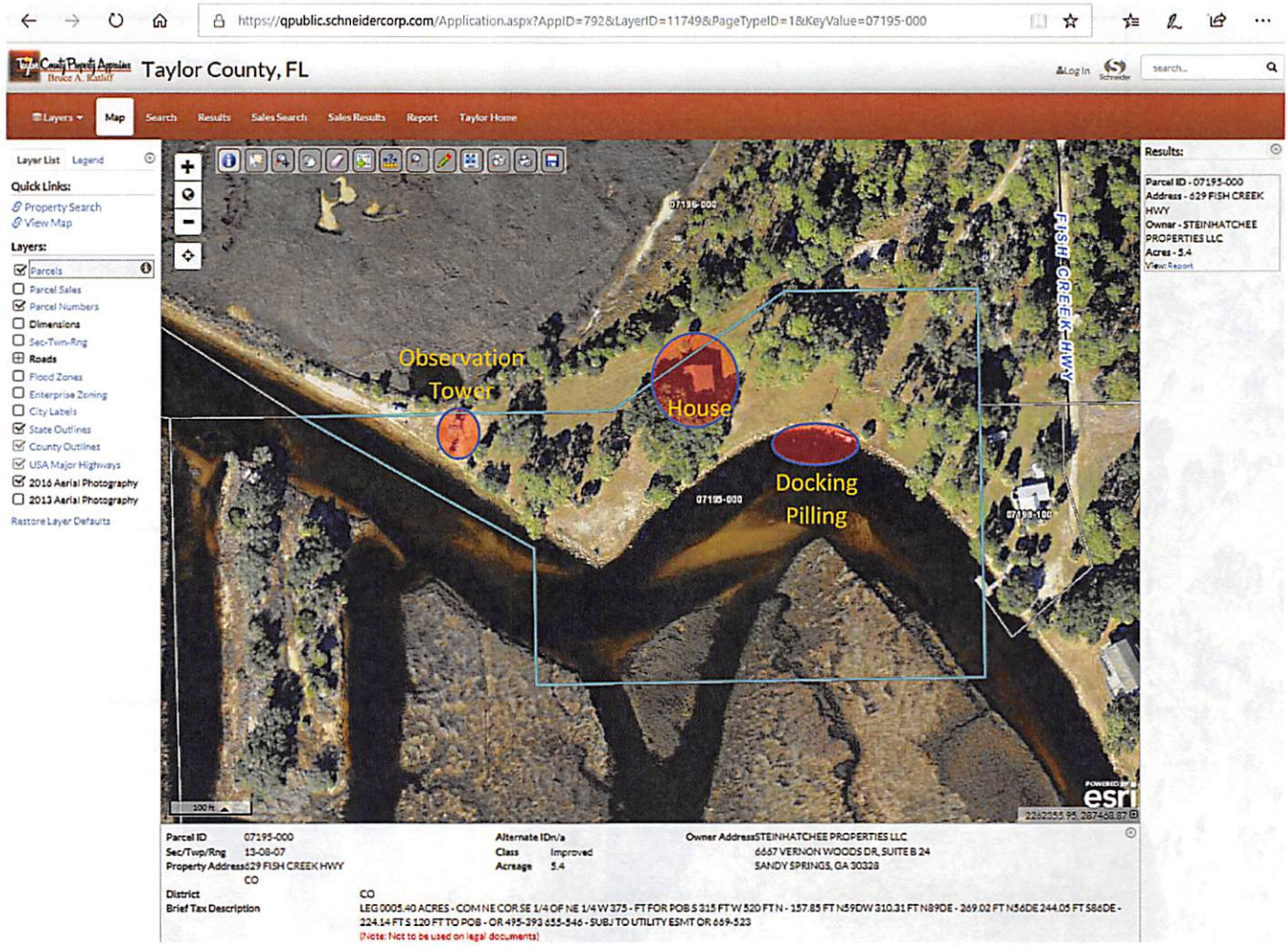
N.A.

N. Federal or State verification project Site sustained hurricane damage in past 5 years. **Label Exhibit N**

N.A.

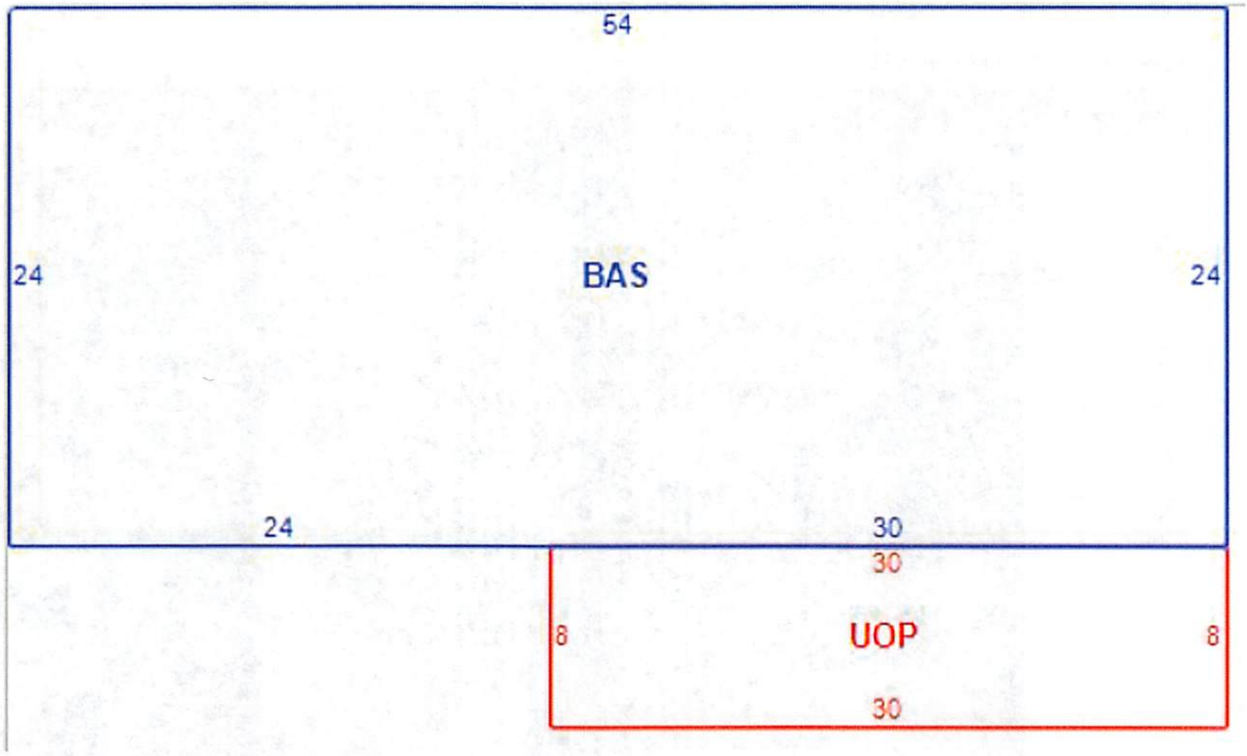
Site Suitability/Readiness – Tab Exhibits O-P, if applicable

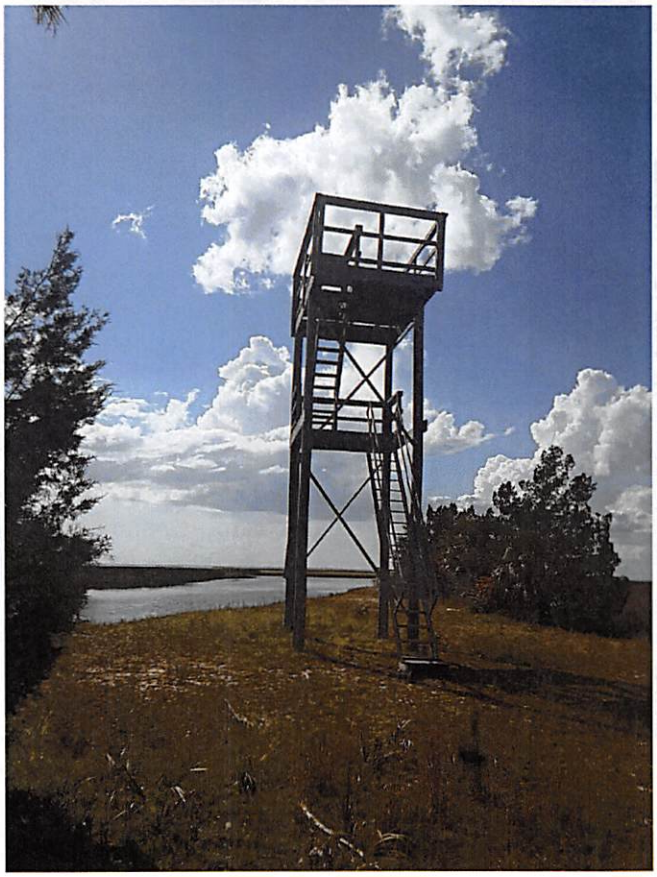
O. Structures – Photographs/Drawings and descriptions; Please title and clearly label each photograph per each criterion (i.e. (3)(b)2. **Label Exhibit O**





Current 54 x 24 ft house (1,264 sq ft.) located in the property. This house and a surrounding area will be leased to install a seafood house and a cold room for seafood storage and (if viable) processing. The next figure shows an sketch of the building area.





Observation tower: 2 story 10 x 10 ft tower. Approx. 30 ft high. This structure will support educational activities related to aquatic ecosystems and activities in Taylor County.



Docking pilling located in the property waterway in Fish creek. The project will require to leasers to install adequate docking for aquaculture support and/or commercial fisheries use.



Fishing gear storage area: this area is located next to the hatchery and the house and close to Fish Creek in order to provide good access for fishermen to load-unload their fishing traps.

P. If Project Site is less than fee acquisition, Willing Owner Affidavit stating willingness to sell development rights off the property and to continue to operate the site as a Working Waterfront. **Label Exhibit P**

N.A.

Financial Contribution – Tab Exhibit Q, required

Q. If providing match, letter from CFO confirming match amount and source. **Label Exhibit Q**

N.A.

Community Planning – Tab Exhibits R-S, required

R. Copy of Future Land Use and Zoning Map or overlay and description consistent with application. **Label Exhibit R**

N.A.

S. Excerpts from Local Government Comprehensive Plan highlighting the Policies and Objectives consistent with application. **Label Exhibit S**

ATTACHED

Public Education – Tab Exhibit T

T. Division of Historical Resources Map and Letter – National Register of Historic Places Designation. **Label Exhibit T**

N.A.

Other Criteria – Tab Exhibits U-DD, if required

U. United States Geological Survey 7 1/2-minute quadrangle map with the boundary of the Project Site clearly delineated. **Label Exhibit U**

ATTACHED

V. County Tax Appraiser's map clearly delineating the Project Site boundary, names of the property owners, and parcel tax identification numbers, and ownership boundaries, using an appropriate scale. **Label Exhibit V**

ATTACHED

W. Aerial photograph (1 inch = 2,000 feet or greater detail) with the Project Site boundary clearly delineated. **Label Exhibit W**

X. Physical improvements map of an appropriate scale that clearly delineates all existing physical improvements, alterations, or disturbances occurring on the Project Site; including but not limited to all cleared areas, buildings, roads, fences, docks, power lines, billboards, boat ramps, parking areas and known easements and rights-of-ways, and the approximate acreage of the foregoing. **Label Exhibit X**

Y. Conceptual site plan that clearly delineates the Project Site boundary and shows the approximate location of all proposed site improvements. **Label Exhibit Y**

ATTACHED

Z. One set of labeled photographs of the Project Site which depict all on-site features on the Project Site and including, waterbodies, shorelines, historical features and existing improvements. Each photograph submitted shall include a legend that identifies the photograph location and key features that the photograph is intended to depict. **Label Exhibit Z**



View of the main entrance to the property lot from the creek.

Docking piling located in the property waterway in Fish Creek.



View of Fish Creek from the waterfront of the projected hatchery area.





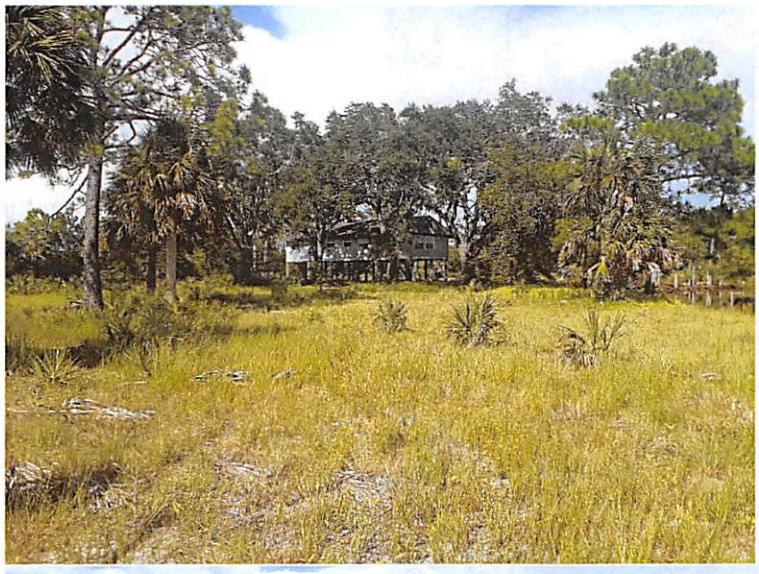
View of the house where the seafood room area will be develop.



View of the Fisheries area for fishing gear storage.

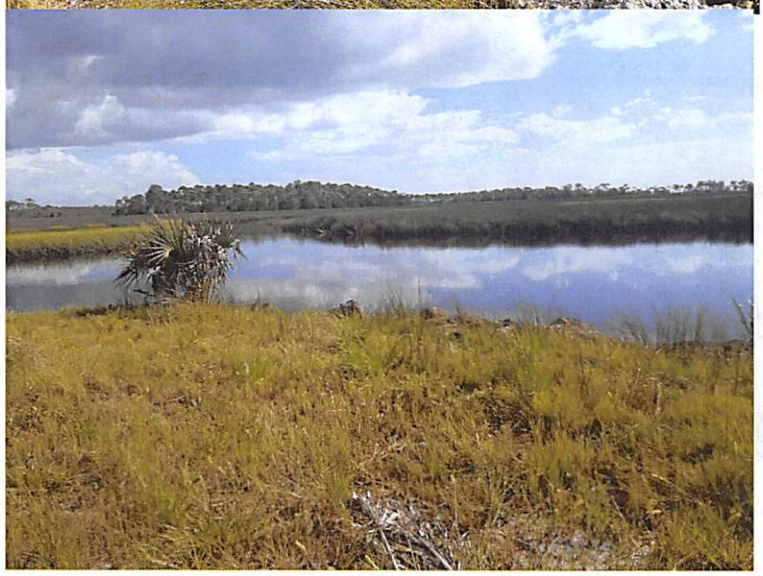


View of the house from the hatchery area.

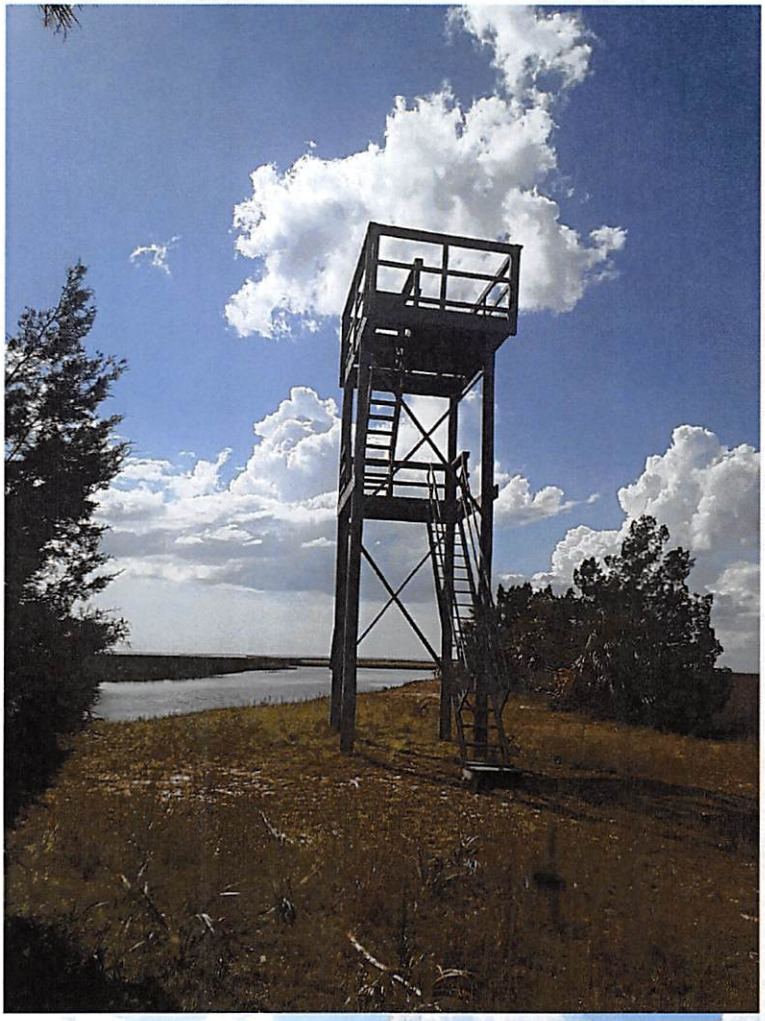


Rocks protecting shoreline from erosion





View of the waterfront area of the property where a new docking for fishing boats landings and a boat ramp are projected.



View of Fish creek from the educational area. Open outdoor area is ideal for hands-on educational activities.



2 story 10 x 10 ft observation tower. Approx. 30 ft high. This area will be use primarily for educational purposes



View of Fish Creek from the observation tower. Gulf of Mexico water are just at the end of the waterway and provide good saltwater for shellfish production and access to boats.



View of the East zone of the property from the observation tower. Fish creek to the right and the house to the left. Low intervention will allow current trees to protect the property from extreme weather conditions



View of the estuarine zone in Fish Creek from the observation tower. Other coastal ecosystems can be seen from here for educational purposes.



View of Fish Creek and the designated shellfish hatchery area, where good quality and quantity of water is available all year long.



Foundations and piling under the house



The water meter right in the entrance of located in the property.

AA. The Applicant must provide a letter from the issuing agency that verifies any facilities or structures owned by the Applicant that are located over state sovereignty submerged lands are in compliance with Chapters 253, 258, 373 Part IV, 403 and 597, Florida Statutes and the submerged land lease and applicable fees and wetslip certification forms are current or that the structures are not located on state sovereignty submerged land. This letter must accompany the application. **Label Exhibit AA**

N.A.

BB. The Applicant must provide a letter from the issuing agency that verifies any facilities or structures located on the Project Site that are over state sovereignty submerged lands are in compliance with Chapters 253, 258, 373 Part IV, 403 and 597, Florida Statutes and the submerged land lease and applicable fees and wetslip certification forms are current or that the structures are not located on state sovereignty submerged land. This letter can be submitted no later than 48 hours before the FCT Governing Board meeting. **Label Exhibit BB**

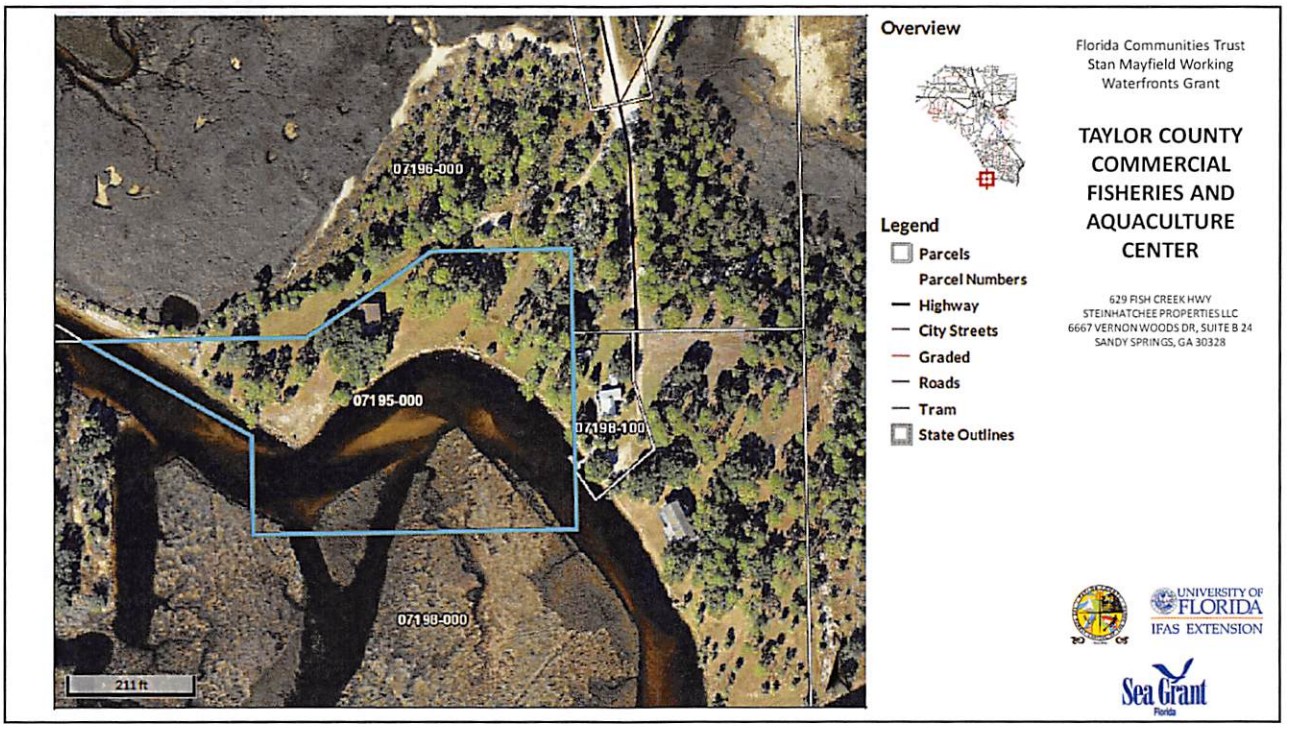
N.A.

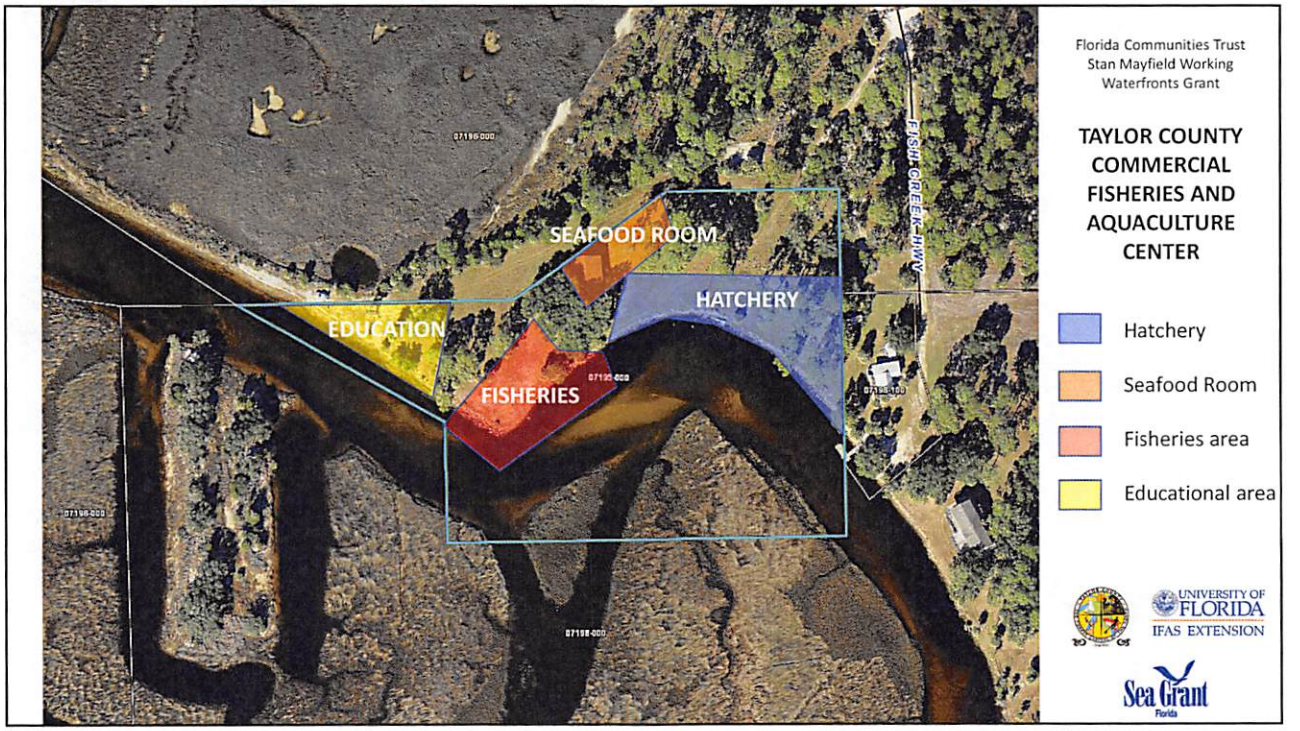
CC. A letter from the local planning department that verifies the proposed uses of the Project Site are in compliance with the future land use designation and local zoning regulations. - **Label Exhibit CC**

GRINER (on-progress)

DD. A copy of each Local Comprehensive Plan objective and policy cited in the grant application that applies to the Project Site. Please highlight or underline the applicable plan directive being referenced. - **Label Exhibit DD**

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07196-000
07195-000
07198-100
07198-000
211 ft
Overview
Legend
Parcels
Parcel Numbers
Highway
City Streets
Graded
Roads
Tram
State Outlines
Florida Communities Trust
Stan Mayfield Working
Waterfronts Grant
TAYLOR COUNTY
COMMERCIAL
FISHERIES AND
AQUACULTURE
CENTER
629 FISH CREEK HWY
STEINHATCHEE PROPERTIES LLC
6667 VERNON WOODS DR, SUITE B 24
SANDY SPRINGS, GA 30328
UNIVERSITY OF FLORIDA
IFAS EXTENSION
Sea Grant Florida


SEAFOOD ROOM
HATCHERY
EDUCATION
FISHERIES
FISH CREEK HWY
Florida Communities Trust
Stan Mayfield Working
Waterfronts Grant
TAYLOR COUNTY
COMMERCIAL
FISHERIES AND
AQUACULTURE
CENTER
Hatchery
Seafood Room
Fisheries area
Educational area
UNIVERSITY OF FLORIDA
IFAS EXTENSION
Sea Grant Florida

14

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Approval of the Grant Application for the FDEP – Florida Resilient Coastlines Program – Resilient Planning Grants 2018-2019**
Meeting Date:	September 4, 2018

Statement of Issue: Approve the Grant Proposal to perform a coastal vulnerability assessment, the review of Compliance with 163.3178(2)(f) F.S. Peril of Flood Statute, and Development of a Resiliency Strategy and associated goals in a Taylor County Coastal Adaptation Plan.

Recommendation: **Approve the submission of the Grant Proposals to FWC.**

Fiscal Impact: $ 30,000 **Budgeted Expense**: Yes ☐ No ☐ N/A ☒

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: After the presentation to the BOCC University of Florida specialists Were contacted to evaluate the feasibility to prepare a proposal that complies with the FDEP RFP conditions. Preparatory meetings including UF faculty, Taylor County Extension and County staff (planning and engineering) were held to discuss the best approach, goals and roles of the involved stakeholders. This resilience plan will allow the County for a better planning and action on the coastal communities of Steinhatchee and Keaton Beach areas, specially pre-post natural disaster events (hurricanes, storm surges, etc.)

Options:

1. Approve the application and sign the Certification Statement
2. Deny approval

Attachments:

1. Certification Statement
2.

Florida Resilient Coastlines Program (FRCP)

Taylor County Resiliency Planning Grant Proposal

Draft Pre-Proposal for County Review

University of Florida Conservation Clinic & Florida Sea Grant

The Florida Department of Environmental Protection uses the FRCP to provide financial assistance to coastal local governments preparing for the future effects of sea level rise, coastal flooding, erosion and ecosystem changes. Grants awarded are for $20,000-$70,000 and the work must be completed by June 2019. The goal of this project is to assist Taylor County with developing policy-relevant, contextually appropriate strategies to combat flooding and coastal hazards and to create adaptation strategies through the development of a strategic adaptation plan.

The deadline for a full proposal is September 7.

A mapping prerequisite and two priority policy areas will be addressed in the Taylor County proposal. These include:

- Sea level rise flood mapping (This a requirement for both bullets below)
- Compliance with 163.3178(2)(f) F.S. Peril of Flood Statute.
- Development of a Resiliency Strategy and associated goals, objectives and policies encompassed with an adaptation action area planning envelope.

I. **Sea level rise flood mapping.**
   a. Creation of two maps showing future sea level rise scenarios in conjunction with high tide events, storm surge, flash floods, and storm water runoff.
      i. We will rely on existing available data for Taylor County and currently available modeling tools (SLAMM, Sea Level Rise Viewer, etc.)
         1. Note: Support for this activity will be provided by the UF Water Ecology Lab, University of Florida Department of Environmental Engineering Sciences

II. **Peril of Flood Statutory compliance.**
   a. Draft amendments to Chapter IX Coastal Management of the Taylor County Comprehensive Plan to include a "redevelopment component" of the Coastal Management Element that goals, objectives and policies that:
      i. Outlines planning principles that can be applied to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise.
      ii. Encourages the use of development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by FEMA.
      iii. Identifies site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in Florida.
      iv. Ensures consistency with, or more requirements stringent than, the flood-resistant construction requirements in the Florida Building Code.

v. Identifies policies and actions that can enhance Taylor County's score in the National Flood Insurance Program Community Rating System (CRS).

III. **Development of a resiliency strategy & planning envelope**

a. Develop a resiliency strategy that is especially directed to the County's extensive marine and coastal resources and coastal economy, and which contemplates the wise use of funding allocated under the Restore Act, including:
   i. Identification of the geographic area or areas that would benefit from a special focus on coastal resiliency, including those with land elevation below, at, or near mean higher high water.
   ii. Identification of potential resiliency strategies that are contextually appropriate for Taylor County within such an area or areas, particularly with respect to marine and coastal natural resources.
   iii. Development of a framework for prioritizing Restore Act funding directed toward enhancing resiliency.
   iv. Preparation of draft goals, objectives and policies that support the County's resiliency strategy within the identified action area or areas for incorporation into Chapter IX *Coastal Management* of the Taylor County Comprehensive Plan and other applicable elements of the Comprehensive Plan.

IV. Stakeholder Outreach

a. At least one community engagement activity to discuss and define mapping scenarios
b. At least one community engagement activity to discuss Peril of Flood compliance
c. At least one community engagement activity to discuss resiliency strategies and adaptation actions
d. Participation in 2 hearings of the County Commission, as requested.
   i. Note support for stakeholder engagement will be provided by Florida Sea Grant

V. Deliverables

a. Draft comprehensive plan and land development code amendments that brings Taylor County in compliance with the Peril of Flood Statute
b. A resiliency strategy that identifies goal, objectives and policies that can be incorporated into an Adaptation Action Area planning framework
c. Written documentation of stakeholder meetings from at least outreach activities

VI. Project Team

a. The University of Florida Conservation Clinic, Levin College of Law
b. Florida Sea Grant/Nature Coast Biological Station
c. the UF Watershed Ecology Lab, University of Florida Department of Environmental Engineering Sciences

VII. Budget

a. A fully fleshed out budget will be developed but given the in kind support provided by the University of Florida and Florida we anticipate the low end of the RFP, between $20 and $30 K.

Certification Statement

"By signing this title page, the undersigned certifies that:

a. This application is in all respects fair and submitted in good faith without collusion or fraud;
b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Resilient Coastlines Program to manage its subcontractors in a timely and accurate manner;
c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other state or federal funds;
e. The applicant local government's adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
f. The undersigned has full authority to bind the applicant."

	Pam Feagle
Signature	Printed Name
Chairperson BOCC	
Title	Date

If applicant is a Florida college, community college, state university, regional planning council, or national estuary program; include the signature, name, title of contact for partnering entity, the name of the eligible county or city partner, and the date.

Signature of Partner	County or City Partner Entity
Printed Name	Title
Date	

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15

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**THE BOARD TO CONSIDER APPROVAL OF ROADWAY TRANSFER AGREEMENT AND SUPPORTING RESOLUTION BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND TAYLOR COUNTY FOR FLORIDA STATE ROAD 55.**
MEETING DATE REQUESTED:	SEPTEMBER 4, 2018

Statement of Issue: THE APPROVED TRANSFER WOULD CONVEY OWNERSHIP OF WRIGHT ROAD IN EXCHANGE FOR THE SECTION OF HIGHWAY 221 FROM THE CITY LIMITS NORTH TO THE SOUTH END OF THE INTERSECTION OF WRIGHT ROAD AND 221.

Recommended Action: APPROVE AGREEMENT

Fiscal Impact:

Budgeted Expense: NO

Submitted By: TED LAKEY, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE AGENDAED AGREEMENT WILL FINALIZE THE APPROVED CONVANCE DISCUSSED AND APPROVED UNANIMOUSLY BY THE BOARD ON JANUARY 17, 2018 MEETING.

Options: APPROVE/NOT APPROVE

Attachments: AGREEMENT AND RESOLUTION AUTHORIZING THE CHAIMAN TO SIGN THE AGREEMENT

RESOLUTION NO._____

Wright Road and US 221 Jefferson Street Ownership Transfer

WHEREAS, the Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chair of the Board of County Commissioners to enter into the Florida Department of Transportation's Roadway Transfer Agreement.

WHEREAS, Florida Department of Transportation's Roadway Transfer Agreement will transfer ownership of a portion of State Road 55, US 221/Jefferson Street from milepost 2.598 to milepost 3.317 in exchange for the ownership of Wright Road (CR 359A) in its entirety from milepost 0.000 to milepost 1.346.

WHEREAS, the Board has determined that it is in the best interest of Taylor County to execute Florida Department of Transportation's Roadway Transfer Agreement.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that:

1. The Chair of the Board is authorized to enter into the Florida Department of Transportation's Roadway Transfer Agreement on behalf of the Board of County Commissioners.

PASSED in regular session this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY:_____
Pam Feagle, Chair

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

ROADWAY TRANSFER AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND TAYLOR COUNTY, FLORIDA STATE ROAD 55

This Roadway Transfer Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Taylor County, Florida ("County").

- Recitals -

A. The Department owns certain right-of-way located within the County, known as State Road 55, Roadway ID 38040000, from milepost 2.598 to milepost 3.317, also known as Jefferson Street and more particularly shown on the concept map attached as **Exhibit "A"** and the right-of-way transfer maps, highlighted in red, attached as **Exhibit "B"** ("Roadway"); and

B. The County owns certain right-of-way know as County Road 359A, Roadway ID 38501000, from milepost 0.000 to milepost 1.346, also known as Wright Road, as more particularly shown on the concept map attached as **Exhibit "A"** and the right-of-way transfer maps, highlighted in blue, attached as **Exhibit "C"** ("Wright Road"); and

C. The term Roadway shall include, without limitation, the actual roadbed together with the right-of-way and all bridges, railroad crossings, curbs, culverts, drainage structures, sidewalks, bike paths, traffic control devices, utilities, street lights, and all other improvements located within the Roadway; and

D. The term Wright Road shall include, without limitation, the actual roadbed together with the right-of-way and all bridges, railroad crossings, curbs, culverts, drainage structures, sidewalks, bike paths, traffic control devices, utilities, street lights, and all other improvements located within Wright Road; and

E. The County has requested that the Department transfer the Roadway from the State Highway System to the County; and

F. In exchange for the Department's transfer of the Roadway to the County, the Department has requested, and the County has agreed, that the County shall convey Wright Road to the Department contemporaneously with the conveyance of the Roadway to the County; and

G. Upon completion of the transfer, the County shall own, operate, maintain and repair the Roadway and any improvements within Roadway; and

H. Upon completion of the transfer, the Department shall own, operate, maintain and repair Wright Road and any improvements located therein; and

I. Based on the obligations and consideration set forth in this Agreement and in accordance with §335.0415, Florida Statutes, the Department is amenable to the County's request; and

J. A portion of Wright Road includes a railroad crossing located milepost 0.995, which the County shall transfer to the Department, and the Department will be sending a Railroad Transfer Agreement Grade Crossing and Traffic Control Device County to DOT ("RTA") between the Department and Georgia & Florida Railway, LLC (referenced in **EXHIBIT "D" (Composites D-1 through D-44)**) to transfer from the County to the Department; and

L. The Agency, by Resolution No. _____ dated _____, attached as **EXHIBIT "E"**, authorizes its officers to enter into this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties acknowledge and agree as follows:

1. RECITALS AND EXHIBITS
The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE
The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. E-VERIFY
The Agency shall: (A) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) expressly require any 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.

4. COMPLIANCE
A. The County shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

B. If there is evidence of historical or archaeological resources that could be adversely impacted after the transfer; the County agrees to maintain the resources in accordance with the recommendations of its Cultural Resource Management Coordinator. If no evidence is found, the County agrees not to adversely affect any such resources if found after the transfer.

5. TRANSFER OF ROADWAY
A. The Department releases unto the County all right, title and interest in and to the Roadway. Transfer of the Roadway from the Department to the County shall be by Quitclaim Deed or right-of-way map transfer, as determined by the Department.

B. The Department shall deliver the document of conveyance, whether by Quitclaim Deed or right-of-way map transfer, as the case may be, to the County within sixty (60) days of the Effective Date of this Agreement, or as soon thereafter as practicable. The County shall record the conveyance document in the Taylor County Public Records within 60 days of its receipt and provide the Department with a copy of the recorded conveyance document upon receipt of the same from the recording office.

C. The County specifically agrees to and accepts ownership of the Roadway, including, without limitation, all operation, maintenance, and repair responsibilities of the same.

6. TRANSFER OF WRIGHT ROAD
A. The County releases unto the Department all right, title and interest in and to the Wright Road. Transfer of Wright Road from the Department to the County shall be by Transfer Map, see attached **"Exhibit C"**.

B. As soon as practicable following execution of the Agreement, and no more than 60 days after the Effective Date of this Agreement, the County shall record the Warranty Deed in the Taylor County Public Records and deliver a certified copy of the same to the Department, as the County's sole cost and expense, and provide the Department with a copy of the recorded conveyance document upon receipt of the same from the recording office.

C. The Department specifically agrees to and accepts ownership of Wright Road, including, without limitation, all operation, maintenance, and repair responsibilities of the same.

7. ADDITIONAL APPROVAL
This Agreement and transfer of the Roadway are subject to final written approval by the Secretary of the Department. Final written approval, or rejection, of the proposed transfer shall be evidenced in a subsequent document separate and apart from this Agreement. The commencement of jurisdictional and maintenance responsibilities shall be the date of approval of the Roadway transfer by the Secretary of the Department, unless the parties otherwise agree.

8. EXISTING OBLIGATIONS
All obligations of the Department concerning the Roadway under any maintenance, utility, railroad crossing, or other such agreement, are hereby transferred to and assumed by the County. The Department acknowledges that copies of any existing permits, agreements, and easements concerning the Roadway have been delivered to the County prior to the execution of this agreement.

8. FEDERAL AID FUNDING
Pursuant to Department Procedure, Topic Number 850-065-001, the County shall enter a project maintenance agreement with the Department if federal-aid funding was previously used on the Roadway. The maintenance agreement shall be prepared by and in a form approved by the Department.

9. NOTICE
All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
District 2 Planning Manager
1109 South Marion Avenue, Mail Station 2007
Lake City, Florida 32025-5814
Telephone (386) 961-7884

County: Taylor County
Attention: County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500

10. GOVERNING LAW
This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance.

11. INITIAL DETERMINATION OF DISPUTES
The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

12. VENUE AND JURISDICTION
A. Venue for any and all actions arising out of or in any way related to the subject matter of this Agreement, including, without limitation, actions concerning interpretation, validity, performance or breach of this Agreement, not resolved to the mutual satisfaction of the parties by the Department's District Secretary, shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The parties to this Agreement, and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida, venue in Leon County, Florida, and as having forever waived and relinquished all personal jurisdiction and venue defenses.

13. JURY TRIAL
The parties waive the right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.

14. ASSIGNMENT
The County may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement absent the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the County from delegating the duties hereunder, but such delegation shall not release the County from the obligation to perform this Agreement.

15. THIRD PARTY BENEFICIARIES
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each party is an independent contractor and is not an agent of the other party. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity, except as expressly provided for herein. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during, or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

16. VOLUNTARY EXECUTION OF AGREEMENT
Each party to this Agreement represents and warrants to the other parties: (i) that he / she / it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) he / she / it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of his / hers / its own accord and not as a result of any duress, coercion, or undue influence; and (iv) he / she / it had the opportunity to have independent legal advice by counsel of his / hers / its own choosing in the negotiation and execution of this Agreement.

17. ENTIRE AGREEMENT
This instrument, together with any exhibits and documents made a part of this Agreement, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, are waived and superseded by this Agreement.

18. EXECUTION OF DOCUMENTS
The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Agreement and shall do all other acts to effectuate the Agreement.

19. SUFFICIENCY OF CONSIDERATION
By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

20. WAIVER
The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

21. INTERPRETATION
No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

22. CAPTIONS
Paragraph titles or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

23. SEVERANCE
If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as the principal purposes of this Agreement remain enforceable.

24. COMPUTATION OF TIME
In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

25. MODIFICATION OF AGREEMENT
A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of fifty-three (53) pages.

Florida Department of Transportation

By: _____

Printed Name: _____

Title: _____

Date: _____

Witness:

By: _____

Date : _____

Witness:

By: _____

Date : _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who is personally known to me, or who produced _____ as identification.

_____

Printed/typed name:_____
Notary Public-State of _____
Commission Number:_____
Commission expires:_____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

Taylor County

By: _____

Printed Name: _____

Title: _____

Date: _____

Witness:

By: _____

Date : _____

Witness:

By: _____

Date : _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, who is personally known to me, or who produced _____ as identification.

_____

Printed/typed name:_____
Notary Public-State of _____
Commission Number:_____
Commission expires:_____

Legal Review:

By: _____
Legal Counsel for the Taylor County

INTENTIONALLY LEFT BLANK

EXHIBIT "A"

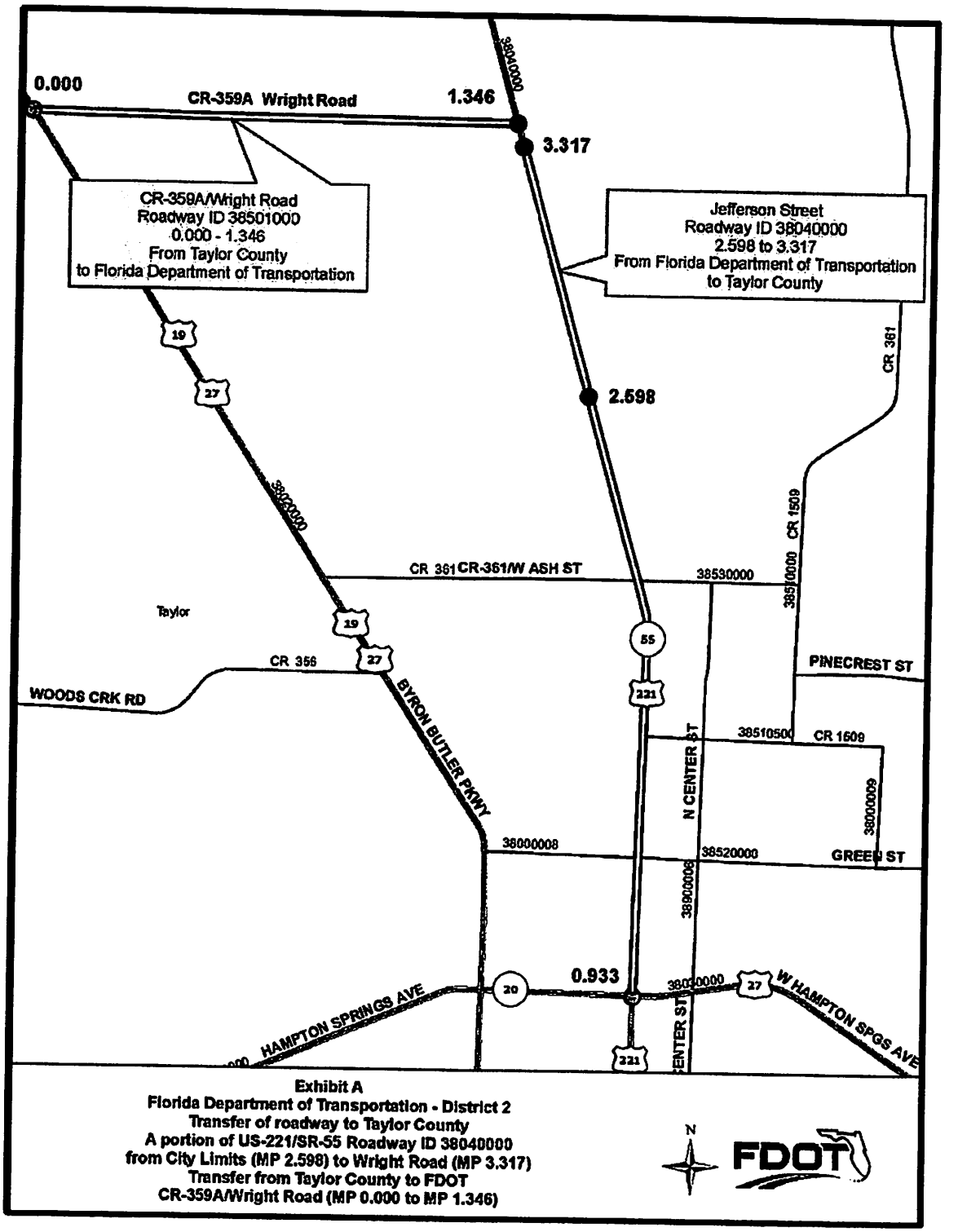

0.000
CR-359A Wright Road
1.346
3.317
CR-359A/Wright Road
Roadway ID 38501000
0.000 - 1.346
From Taylor County
to Florida Department of Transportation
Jefferson Street
Roadway ID 38040000
2.598 to 3.317
From Florida Department of Transportation
to Taylor County
2.598
CR 361
CR 1509
CR 361 CR-361/W ASH ST
38530000
38510000
Taylor
CR 356
WOODS CRK RD
BYRON BUTLER PKWY
PINECREST ST
38510500
CR 1609
N CENTER ST
38000009
38000008
38520000
GREEN ST
0.933
HAMPTON SPRINGS AVE
W HAMPTON SPGS AVE
19
27
55
221
20
Exhibit A
Florida Department of Transportation - District 2
Transfer of roadway to Taylor County
A portion of US-221/SR-55 Roadway ID 38040000
from City Limits (MP 2.598) to Wright Road (MP 3.317)
Transfer from Taylor County to FDOT
CR-359A/Wright Road (MP 0.000 to MP 1.346)
N
FDOT

EXHIBIT "B"

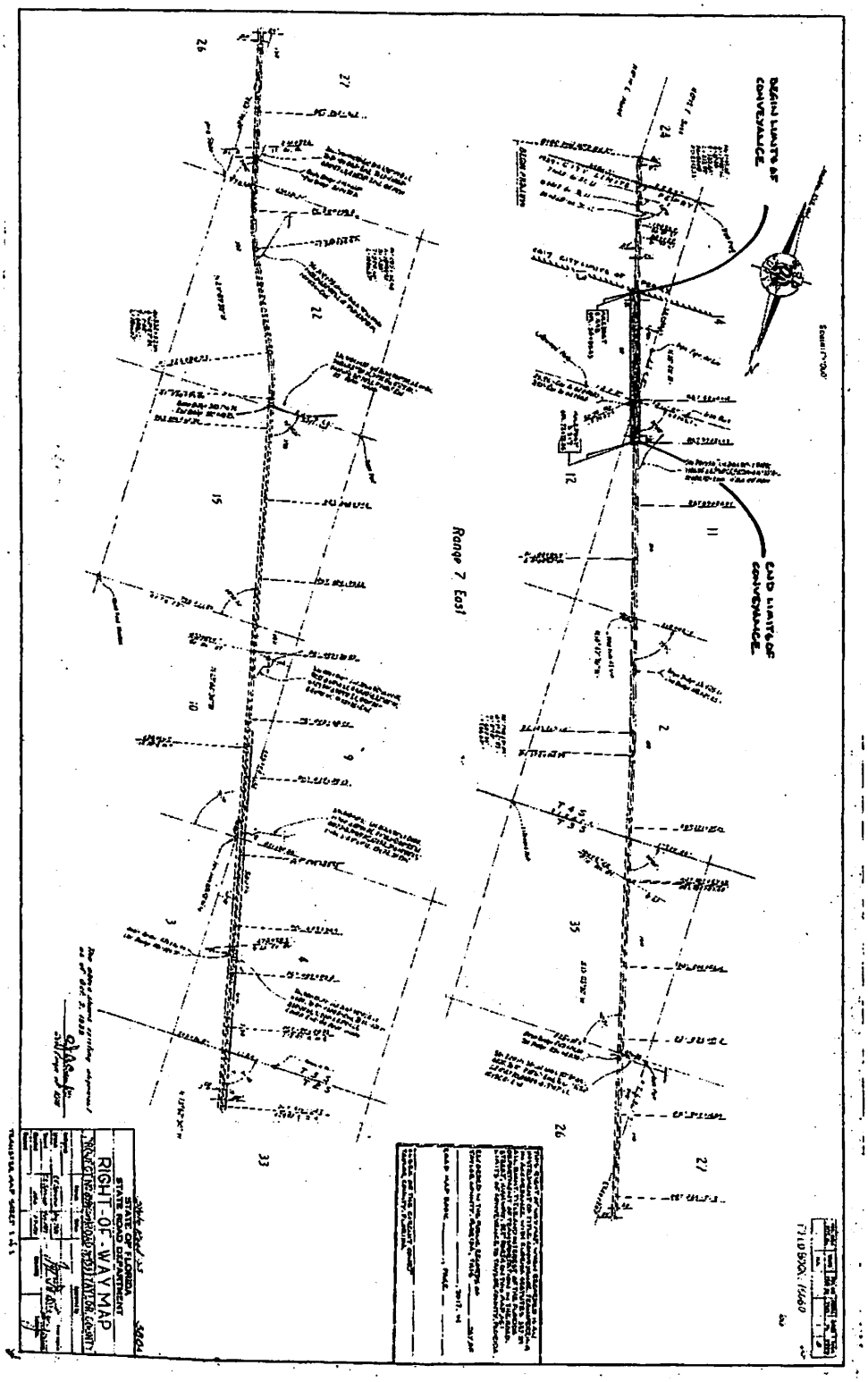

BEGIN LIMITS OF CONVEYANCE
END LIMITS OF CONVEYANCE
Range 7 East
RIGHT-OF-WAY MAP

EXHIBIT "C"

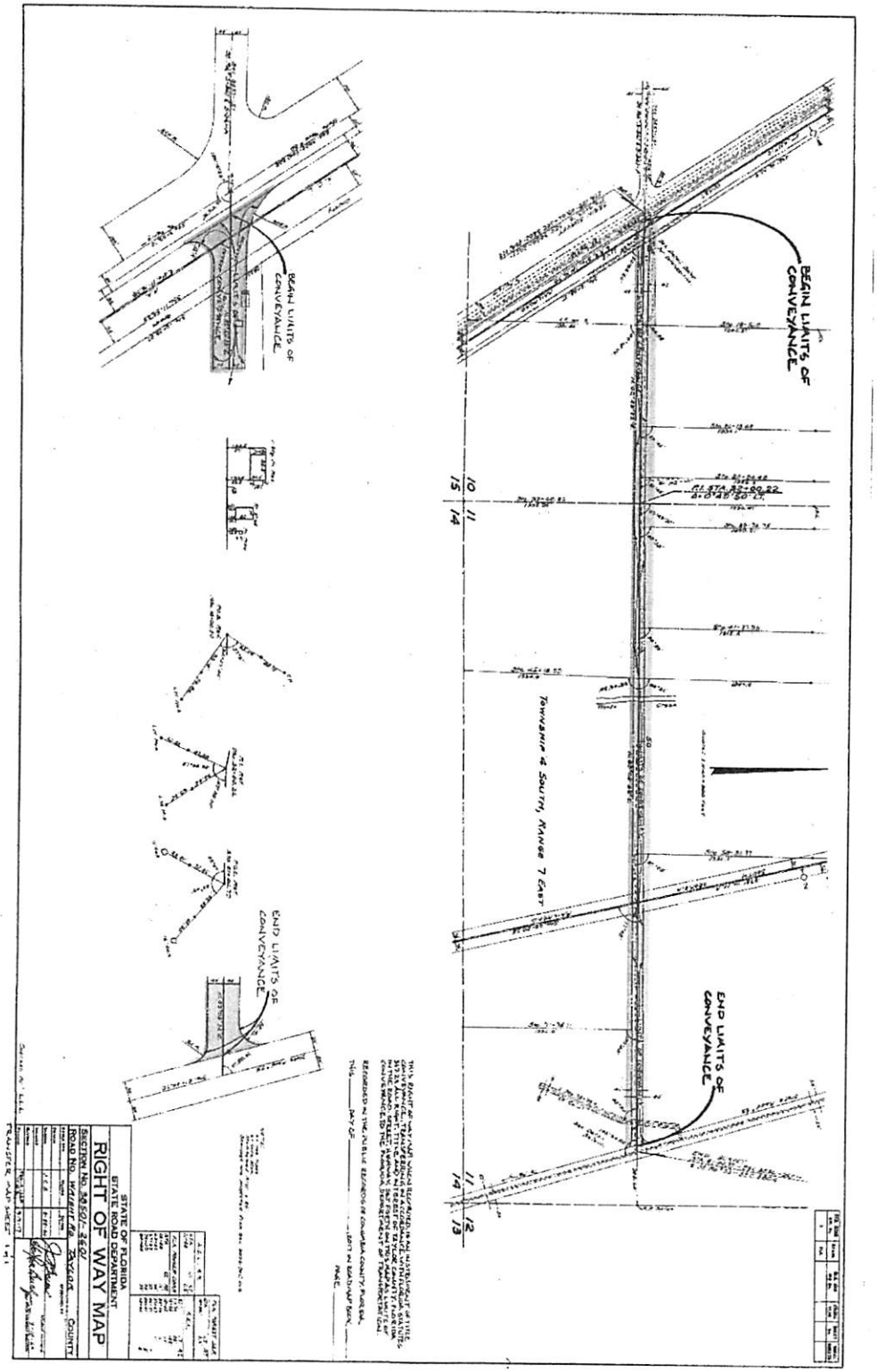

BEGIN LIMITS OF CONVEYANCE
END LIMITS OF CONVEYANCE
BEGIN LIMITS OF CONVEYANCE
END LIMITS OF CONVEYANCE
TOWNSHIP 4 SOUTH, RANGE 7 EAST
STATE OF FLORIDA
STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
COUNTY

EXHIBIT "D"
Composites D-1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

725-090-47
RAIL
02/03

RAILROAD TRANSFER AGREEMENT
GRADE CROSSING AND TRAFFIC CONTROL DEVICES
COUNTY TO DOT

ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER
CR 359 / Wright Road	TAYLOR	6(38501-2601)

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Georgia & Florida Railway, LLC, a corporation organized and existing under the laws of Delaware, with its principal place of business in the City of Albany, County of Dougherty, State of Georgia, hereinafter called the COMPANY; and Taylor County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY. The actual date of transfer occurred _____.

WITNESSETH:

WHEREAS, the Parties have by separate agreement provided for the transfer of CR 359 / Wright Road from the COUNTY to the DEPARTMENT; and

WHEREAS, F.S. 335.0415, Florida Statutes, provides for the transfer of public roads and the responsibility for operation and maintenance within the right-of-way of any road within the state, county, and municipal road system; and requires the COUNTY to sign an agreement with the DEPARTMENT covering the transfer of maintenance responsibility for any portion of a road constructed with federal assistance; and

WHEREAS, the parties therefore wish to provide for the orderly transfer of all railroad crossing agreement associated with the jurisdictional transfer of the road, hereinafter referred to as "Existing Agreements."

NOW, THEREFORE, in consideration of the mutual undertaking as herein set forth, the parties hereto agree as follows:

1. The COUNTY assigns all of its rights and duties in the Existing Agreements listed in Exhibit "A" to the DEPARTMENT. The Existing Agreements are modified only to the extent that the DEPARTMENT is substituted in place of the COUNTY as a party to the Existing Agreements, and is subject to all rights and duties contained therein. Attached to the DEPARTMENT counterpart is a copy of all agreements listed in Exhibit "A"

2. The DEPARTMENT accepts the foregoing assignment and assumes all obligations and duties thereunder.

3. The COMPANY agrees to the foregoing assignment and shall look solely to the DEPARTMENT for the performance under the Existing Agreements.

4. This Agreement shall take effect on the same date of the transfer of maintenance responsibility of the roads listed in Exhibit "A" from the COUNTY to the DEPARTMENT as provided in F.S. 335.0415, Florida Statutes.

5. That the COUNTY, by Resolution No. _____, has authorized execution of this Crossing Transfer Agreement by the Chairman and Clerk of the Board of County Commissioners on its behalf.

EXHIBIT "D" Cont.
Composites D-2

725-090-47
RAIL
02/03

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: Greg Evans, District Two Secretary

COMPANY: Georgia & Florida Railway, LLC

BY: _____

TYPED NAME: _____

TITLE: _____

Taylor _____ COUNTY , FLORIDA

BY: _____

TITLE: _____

Approved as to Form, Legality
and Execution

BY: _____
Attorney - DOT Date

725-090-47
RAIL
02/03

EXHIBIT "A"

CROSSING TRANSFER AGREEMENT

STATE ROAD NO.	COMMON ROAD NAME	FDOT/AAR CROSSING NUMBER	RAILROAD	R.R. MILEPOST	AGREEMENT DATE	SUBJECT
	CR 359/Wright Rd	713467V	GA&FL Railway	GB-74.25	8/28/97	Grade Crossing & Traffic Control Devices Agreement

EXHIBIT "D" Cont.
Composites D-4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES - COUNTY

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Rd.	Taylor	6(38501-2601)	SN-8888-(471)

THIS AGREEMENT, made and entered into this 28th day of August, 19 97, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Georgia and Florida Railroad operated by Gulf & Ohio Railways, a corporation organized and existing under the laws of Tennessee with its principal place of business in the City of Knoxville, County of Knox, State of Tennessee, hereinafter called the COMPANY; and Taylor COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the DEPARTMENT as Job No. 38501-6600, on CR 359/Wright Road, which crosses at grade the right-of-way and tracks of the COMPANY'S Milepost GB 74.25, FDOT/AAR Crossing Number 713467-V, at or near Perry, FL, as shown on DEPARTMENT'S Plan Sheet No. 1, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY hereby grants to the DEPARTMENT the right to construct the said Road at grade, and necessary approaches thereto, across its right of way and over its track(s) at the hereinabove referred to location.

2. The COMPANY will provide, furnish or have furnished, all necessary materials required for, and will construct or have constructed at the DEPARTMENT'S expense a Standard Railroad Crossing Type Precast Concrete Crossing, in accordance with the DEPARTMENT'S Standard Index No. 560 attached hereto and by this reference made a part hereof. Upon completion of the crossing the COMPANY shall be responsible for the maintenance cost of all trackbed and rail components plus the highway roadbed and surface for the width of the rail ties within the crossing area. The COUNTY shall be responsible for the maintenance cost of the highway roadbed outside of the railway ties. IT BEING EXPRESSLY UNDERSTOOD AND AGREED that the COMPANY may, at its option and upon notification to the COUNTY, perform such periodic maintenance work and bill the COUNTY directly for costs thus incurred that are the responsibility of the COUNTY.

3. It is further agreed mutually between the parties hereto that the grade crossing as recognized by this Agreement:

____ (a) Is adequately signalized for the safe operation of the general public. However should future highway traffic conditions warrant additional crossing traffic control devices through use of automatic grade crossing traffic control devices, including signals with or without gates, or grade separation structure(s); then, such additional traffic control devices and/or structure(s) will be installed as necessary at the complete cost and expense of the COUNTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED that once a determination has been made as to the type of facility to be installed, whether signals or structure, such installation will be the subject of a supplemental agreement which will set forth the maintenance responsibility as governed by the applicable State and/or Federal policy at the time of such installation.

XX (b) Presently requires the installation of grade crossing traffic control devices and the DEPARTMENT agrees to pay such cost subject to the COMPANY'S participation as specified in Paragraph 13; such installation to be in accordance with plans and specifications as approved by the DEPARTMENT. The COMPANY shall furnish the necessary materials and install automatic grade crossing signals and/or traffic control devices at said location on an actual cost basis, and in accordance with the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto and by reference made a part hereof. After installation of said signals is completed, fifty (50) percent of the expense thereof in maintaining the same shall be born by the COUNTY and fifty (50) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices attached hereto and by this reference made a part hereof and subject to future revision. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or successors or assigns shall operate the said signals at said grade crossing; or unit it is agreed between the parties hereto that the signals are no longer necessary; or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided above.

4. All work contemplated hereunder shall at all times be subject to the approval of COMPANY'S Chief Engineer or his authorized representative. The DEPARTMENT, or DEPARTMENT'S Contractor, shall give COMPANY'S Division Engineer and/or Superintendent at least seventy-two (72) hours notice prior to the performance of any work within the limits of COMPANY'S right-of-way.

5. Unless otherwise agreed upon herein, the COUNTY agrees to insure that the advance warning signs and railroad crossing pavement marking will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

6. The DEPARTMENT will reimburse the COMPANY for the cost of watchman or flagging service when the DEPARTMENT'S contractor is carrying out work adjacent to COMPANY'S tracks and whenever the contractor is performing work requiring the movement of employees, trucks or other equipment across the tracks of the COMPANY, or when at other times the COMPANY and DEPARTMENT shall agree that such a service is necessary. Such costs shall be accrued and billed directly to the DEPARTMENT as specified in Paragraph 9.

7. The DEPARTMENT will require its contractor to furnish Railroad Protective Public Liability and Railroad Protective Property Damage Liability Insurance in a combined amount of $2,000,000.00 dollars, for all personal injuries, death or property damage, per occurrence arising during the policy period. The maximum dollar amounts of coverage to be reimbursed from Federal funds, with respect to bodily injury, death and property damage, is limited to a combined amount of $6,000,000.00 per occurrence unless approval for larger amounts by the FHWA Division Administrator is made a part of this Agreement. The DEPARTMENT will also require its contractor to furnish the COMPANY a Certificate of Insurance showing that the contractor carries liability insurance (applicable to the job in question) in the amount of $2,000,000.00 for all personal injuries, death or property damage, per occurrence arising during the policy period. Such insurance is to conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, Subchapter G, Part 646, Subpart A, Transmittal 1 dated December 9, 1991, and any supplements thereto or revisions thereof.

8. The DEPARTMENT will bear the cost of all temporary and permanent changes made necessary in the COMPANY'S signal wire line or other facilities and in the wire line facilities of any utility that has compensable interest on COMPANY'S right-of-way occasioned by the construction of said crossing and the occupancy of the COMPANY'S property, provided such costs are accrued as specified in Paragraph 9.

9. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said Road in accordance with the provisions set forth in the:

____ (a) DEPARTMENT Procedure 725-080-225 "Reimbursement", dated November 8, 1989, and Rule 014-46.002 "Responsibility for the Cost of Railroad/Highway Crossings", Florida Administrative Code dated July 22, 1982.

__XX__ (b) Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I; and Subchapter G, Part 646, Subpart B, dated December 9, 1991,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

10. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the adjustment of said facilities, in accordance with the provisions of the above indicated Reimbursement Policy, and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

11. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an estimate of the cost thereof in the amount of $__188,350.00__. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT, and Federal Highway Administration, if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

12. All labor, services, materials and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY directly to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

13. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

__XX__ (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

____ (b) Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.

____ (c) An agreed lump sum of $_____, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds $100,000.)

14. The installation and/or adjustment of the COMPANY'S facility as planned (will not) involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

____ (a) _____% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).

____ (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.

____ (c) $_____ credited for (betterment) and/or (expired service life) and/or (nonreimbursable segments) in accord with Article 13.(c) hereinabove.

15. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above adjustment work.

16. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

17. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and

recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices prepared in accordance with the provision of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

18. Should the use of said Crossing be abandoned, due to the removal of the roadway, then all rights hereby granted to the COUNTY shall thereupon cease and terminate and the COUNTY will, as its sole cost and in a manner satisfactory to the COMPANY, remove said crossing and restore the COMPANY'S property to the condition previously found, providing the COMPANY may, at its option, remove the said Crossing and restore its property, and the COUNTY will, in such event, upon bill rendered, pay to the COMPANY the entire cost incurred by it in such removal and restoration, provided such costs are accrued as specified in Paragraph 9.

19. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents and employees from any claim, loss, damage cost charge or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY 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 DEPARTMENT or any of its officers, agents or employees.

20. This agreement terminates and supersedes the existing signal agreement dated October 4, 1989.



EXHIBIT "D" Cont.
Composites D-10

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary

ATTEST: Lisa Lambert
Secretary

(SEAL)

COMPANY: Georgia and Florida Railroad operated by Gulf & Ohio Railways

BY: Douglas A Cochran

ATTEST: Janet D. Krupp
Secretary

(SEAL)

Taylor COUNTY, FLORIDA

BY: Vance B Powell

(Title: Chairman, Taylor County Board of County Commissioners)

ATTEST: Annie Mae Murphy

(SEAL)

Approved as to Form, Legality and Execution

BY: _____ 7/4/97
Attorney - DOT Date

Approved as to Funds Available

BY: See Attached Enc. Form Dated 7-9-97
Fiscal - DOT Date

Approved as to FHPG Requirements

BY: Exempt From FHWA Project Review
FHWA Date

RECYCLED PAPER

EXHIBIT "D" Cont.
Composites D-11

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
COUNTY RESOLUTION
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY FORM 725-090-55 RAIL - 09/93

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Road	Taylor	6(38501-2601)	SN-8888(471)

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

ON MOTION OF Commissioner Hankerson, seconded by Commissioner Strickland, the following RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on CR 359/Wright Road, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF TAYLOR COUNTY, FLORIDA;

That Taylor County enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Georgia and Florida Railroad Company for the installation and maintenance of certain grade crossing traffic control devices designated as Job No. 38501-6600 on CR 359/Wright Road which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 713467-V located near Taylor, Florida: and

That the County assume its share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Chairman and Clerk of the Board of County Commissioners be authorized to enter into such agreements with the State of Florida Department of Transportation and the Georgia and Florida Railroad Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the Board of County Commissioners of Taylor County, Florida, in regular session this 4th day of August, 1997.

Chairman of the Board of County Commissioners

ATTEST: Annie Mae Murphy (SEAL)
Clerk of the Board of County Commissioners

RECYCLED PAPER

EXHIBIT "D" Cont.
Composites D-12

ENCUMBRANCE INPUT FORM

RUSH _____ (Needed by __/__/____ (date))
Reason for RUSH : _____
___ Advertise _____(Letting Date) ___ Award ___ Renewal
____Letter of Authorization _X_ New ___ Court Order ___ Overrun
____Supplemental ___ Correction ___ Addition ___ Termination Agmt.

Contract # _AE876___ Contract Type AA/ACMethod of Procurement _R__
Vendor Name Georgia & Florida R/R Vendor ID VF 582-168-994-001__
Has Written/Verbal Approval from a Participating Federal Agency been received ___ Yes _X_ No
Fed Agmt Amt_____ State Funds $188,350.00 Local Funds_____
Beginning date of this Agmt: 07/21/97(Must be after fund approval)
Ending date of this Agmt: 07/21/01(Estimate if necessary)
Execution date of this Agmt: __/__/__(Only on original agreements)
Has work been authorized to begin? ___ Yes _X_ No
Have standard financial provisions been altered by contract terms?
___Yes _X_ No If so, show Revision date: _____
Does this agreement and/or change order include provisions for reimbursement to D.O.T. from other entities? ___ Yes _X_ No

Brief description of work: Installation of flashing lights and gates, concrete crossing and necessary flagging during the widening of CR 359 in Perry, Florida.

ORG-CODE	•EO •	OBJECT • (PROGRAM#)	AMOUNT • (WPI #)	CO/SEC/JOB#/PH • (FUND)	•FCT numeric
55024010206	•11 •	563007 • (3003)	_$188,350.00 (2129102)	•38501/6600/49 (100)	•127
(97-98)					
55 • •	•		•	•	
( )		( )	( )	( )	
55 • •	•		•	•	
( )		( )	( )	( )	

TOTAL AMOUNT • $188,350.00_ •

Originator:_Donna Whitney_____ Date:_7/9/97____ Phone SC 881-3668
E-mail user ID_PT227dw_____

TO BE COMPLETED BY OFFICE OF COMPTROLLER

BUDGET ENTITY _____5590_____ CATEGORY ____088717-98_____
WORK ORDER BALANCE __AUTH. ON 7/8/97=188,350.00_____
ALLOTMENT ___NOT POSTED_____ YEAR ____ DATE CHECKED _____
FUNDS APPROVED BY ____CLAIRE UHLAUF_____
_____ DATE: __7/9/97_____

EXHIBIT "D" Cont.
Composites D-13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

FORM 725-050-41
RAIL
07/93

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Road	Taylor	6(38501-2601)	SN-8888(471)

COMPANY NAME: Georgia and Florida Railroad

A. JOB DESCRIPTION & LOCATION: Install Flashing Lights and Gates on CR 359/Wright Road in Taylor County

B. TYPE OF ROADWAY FACILITY: 2 Lanes Undivided, Rural

C. FDOT/AAR XING NO.: 713467-V RR MILE POST TIE: GB 74.25

D. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: 17882

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS	DESCRIPTION	COST*
I	Flashing Signals - One Track	$1,404.00
II	Flashing Signals - Multiple Tracks	$1,858.00
III	Flashing Signals and Gates - One Track	$2,117.00
IV	Flashing Signals and Gates - Multiple Tracks	$2,657.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-46.002
Responsibility for the Cost of Automatic Highway Grade Crossing Traffic Control Devices

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 1991 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

RECYCLED PAPER

EXHIBIT "D" Cont.
Composites D-14

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

WORK DESCRIPTION

GRADE CROSSING TRAFFIC CONTROL DEVICES

FORM 725-090-09
RAIL
09/93

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Road	Taylor	6(38501-2601)	SN-8888(471)

RAILROAD COMPANY

Georgia and Florida Railroad

A JOB DESCRIPTION & LOCATION: Install Flashing Lights and Gates on CR 359/Wright Road in Taylor County

B. TYPE OF ROADWAY FACILITY: 2 Lanes Undivided, Rural

C. FDOT/AAR XING NO.: 713467-V RR MILE POST TIE: GB 74.25

D TYPE SIGNALS PROPOSED: III CLASS: III DOT INDEX NO.: 17882

E. STATUS AND PROPOSAL:

1 EXISTING DEVICES. (See Agreement dated 10/4/89)

a. _____ None-New Crossing.
b. _____ Crossbuck and Disk.
c. XX Flashing Signals with Disk.
d. _____ Flashing Signals with Cantilever.
e. _____ Flashing Signals with Gates.
f. _____ Flashing Signals with Cantilever and Gates.

2. PROPOSED DEVICES: (Safety Index Rating CONSTRUCTION PROJECT)

a. _____ No.revision required.
b. _____ Crossbuck and Disk.
c. _____ Flashing Signals and Disk.
d. _____ Flashing Signals with Cantilever.
e. XX Flashing Signals with Gates.
f. _____ Flashing Signals with Cantilevers and Gates.
g. _____ Relocate existing signal devices:
(1) _____ (Without) addition of Gates.
(2) _____ (With-Without) synchronization with highway traffic signals.

F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS:

1 N/A By others (_____ Company)
2 _____ By Railroad Company.

G. AUTHORITY REQUESTED: (Draft attached: XX Yes _____ No)

1. XX Agreement (Third Party Participating Taylor County)
2 _____ Supplemental Agreement No. _____
3. _____ Crossing Permit.
4 _____ Estimate for Change Order No. _____
5 _____ Letter of Authority
6 _____ Letter of Confirmation (No Cost to Department).

H. OTHER REMARKS: _____

Negotiations to be completed by: August, 1997
Signal installation target date. _____
Synchronization. (Draft attached _____ Yes _____ No)

RECYCLED PAPER

EXHIBIT "D" Cont.
Composites D-15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FORM 725-050-07
RAIL
09/93

WORK DESCRIPTION
GRADE CROSSING
NEW OR RECONSTRUCTION

COUNTY	SECTION	JOB NUMBER	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
38	501	6600	CR 359/Wright Road	Taylor	6(38501-6600)	SN-8888(471)

RAILROAD COMPANY

Georgia and Florida Railroad

A. JOB DESCRIPTION & LOCATION: Replace railroad crossing with a precast concrete crossing during widening of CR 359 in Taylor Co.

B TYPE OF ROADWAY FACILITY 2 Lanes Undivided, Rural

C. FDOT/AAR XING NO. 713467-V RR MILE POST TIE GB 74.25

D TYPE CROSSING PROPOSED: Precast Concrete DOT INDEX: 560

E. STATUS AND PROPOSAL:
1. EXISTING CROSSING (See Agreement dated None on Record)
   a. XX To be improved as permanent public road crossing.
   b. _____ To be (used-improved) for temporary (haul-detour) operation, Pit No. _____
   c. _____ To be relocated (See above for new location) Existing crossing will
      (1) _____ remain in place for local use.
      (2) _____ be abandoned and removed by Railroad forces.
   d. _____ To be eliminated - Remarks _____

2 NEW CROSSING:
   a. XX To be constructed as permanent public road crossing.
   b. _____ To be constructed for temporary (haul-detour) operation. Pit No. _____
   c. _____ Relocated from elsewhere (See 1.c. above, Re: Existing Crossing).
   d. _____ Requires Public Hearing (State Statute 335.141 & 120.57)

F. VERTICAL ALIGNMENT:
1. _____ Meeting elevation of existing rails.
2. XX Track adjustments necessary. Rails to be (raised-lowered) To be determined feet.

G. CROSSING PROTECTION: (Signal Sheet attached: XX Yes _____ No.)

H DRAINAGE ITEMS: (Drainage Sheet attached: _____ Yes XX No.)

I. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS:
1. N/A By Others (Company)
2 _____ By Railroad Company.

J AUTHORITY REQUESTED (Draft attached: XX Yes _____ No.)
1. XX Agreement (Third Party Participating Taylor County)
2 _____ Supplemental Agreement No. _____
3 _____ Crossing Permit.
4. _____ Estimate for Change Order No. _____
5 _____ Letter of Authority.
6. _____ Letter of Confirmation (No Cost to Department)

K OTHER REMARKS: Negotiations to be completed by August, 1997

RECYCLED PAPER

EXHIBIT "D" Cont.
Composites D-16

AGREEMENT FOR SIGNAL INSTALLATION OR RAILROAD/HIGHWAY GRADE CROSSING INSTALLATION

"CONTINUING CONTACT"

WHEREAS, the Federal-Aid Highway Program Manual Vol. 6, Ch. 6, Section 2, Subsection 1, Paragraph 8 allows the Live Oak, Perry and Georgia Railroad Company, Inc herein after refered to as "RAILROAD" to conform to their own specifications and design standards subject to approval by the State Highway Agency and FHWA, and

WHEREAS, the Federal Highway Program Manual Vol. 6, Ch. 6, Section 2, Subsection 1, Paragraph 9(f) allows the RAILROAD to subcontract work under an existing continuing contract at reasonable cost, and

WHEREAS, economics dictate that the RAILROAD standardize equipment to eliminate excessive maintenance inventory, and

WHEREAS, the undersigned RAILROAD and Subcontractor have practiced an amicable working relationship for the past several years, and

WHEREAS, during construction, reconstruction, improvement, repair, utility work or construction of new crossings or warning devices or repair of existing road crossings or warning devices by McHann Railroad Services, Inc of Miss , McHann Railroad Services, Inc. of Miss shall procure and maintain such bonds and insurance reasonably satisfactory to the RAILROAD to protect the RAILROAD from damage to personalty and property, and from liability to third persons, and shall have such bonds and/or insurance name the RAILROAD as additional insured, and

WHEREAS, McHann Railroad Services, Inc. of Miss. shall indemnify, defend, and hold the RAILROAD and its directors, agents, and employees, harmless from and against any and all liabilities, claims, or civil or criminal penalties resulting from any civil, criminal or administrative proceeding or order, plus the cost and expense incident thereto (including, without limitation, attorney fees and other costs of defense and settlement), which the RAILROAD incurs, becomes responsible for, or pays, to the prorata extent that said liabilities, claims or penalties are the result of any action or inaction of McHann Railroad Services, Inc. of Miss., its employees, officers, agents or subcontractors, in violating any federal, state, or local ordinance, law, rule or regulation (including statutory or common law, regardless of whether such violation is criminal, tortious, or otherwise); breaching this or any other agreement; or violating any environmental law, rule or regulation Further, McHann Railroad Services, Inc. of Miss shall be responsible for cleaning up any unauthorized or illegal dumping, disposal, or other depositing of hazardous wastes or hazardous substances on RAILROAD property, such wastes or substances being defined by any federal, state, or local environmental laws (as enacted or amended from time to time) requiring cleanup, unless such depositing is caused solely by the RAILROAD, or by its direction or failure to notify

NOW, THEREFORE, we the undersigned RAILROAD and Subcontractor do hereby establish that we have a continuing contract, said contract to exist as long as construction stipulations and construction costs are mutually acceptable and satisfy both Federal and State requirements. Construction cost is to be submitted on a unit cost basis for each project, said cost to be supported by detailed estimate

Dated this 27 day of March, 19 97

McHann Railroad Services, Inc. of Miss.
Subcontractor

By _____

Title President

Live Oak, Perry & Georgia RR
Railroad

By _____

Title V.P. Engineering

EXHIBIT "D" Cont.
Composites D-17

GULF & OHIO RAILWAYS

DETAILED ESTIMATE FOR GRADE CROSSING CONSTRUCTION
(ESTIMATED COST TO CONSTRUCT GRADE CROSSINGS)

RAILROAD Live Oak, Perry & Georgia

CITY: Perry ROAD: Wright / CR 359

COUNTY: Taylor AAR NO: 713467V

STATE: Florida R/R MILEPOST: GB 74.25

STATE PROJECT NO: WPI 2129102 R/R PROJECT NO: 24
SN 8888-(471)

TOTAL CONTRACTOR ESTIMATE: $ 31,140.00

RAILROAD EXPENSES

OFFICE AND PROJECT SUPERVISION, CLERICAL, ETC. $ 500.00

PRELIMINARY ENGINEERING SURVEY $ 250.00

SALVAGE OR SCRAP CREDIT $ - 0 -

DATE: 6/6/97 **TOTAL ESTIMATED COST:** $ 31,890

SIGNATURE

ESTCONST G&O

EXHIBIT "D" Cont.
Composites D-18

McHann Railroad Services, Inc.
of MS

Railroad Construction and Maintenance

EXHIBIT "A"

To: Live Oak Perry and Georgia Railroad

From: McHann Railroad Services, Inc. of Mississippi

Continuing Contract Prices - Effective thru December 31, 1997

To Construct Railroad Crossing

ITEM NO.	ITEM	UNIT	UNIT PRICE
1.	Remove existing crossing	L.F.	95.00
2.	Remove existing railroad track	T.F.	15.00
3.	Backfill crossing eliminated		
	Crushed limestone (610) rock	TON	28.00
	Asphalt pavement	TON	100.00
4.	Excavate ballast to subgrade	C.Y.	12.00
5.	Place filter fabric	L.F.	5.00
6.	Place 6" CMP for drainage	L.F.	19.00
7.	Construct track 115 lb. welded relay rail	T.F.	85.00
8.	Place ballast (No. 4 stone)	TON	30.00
9.	Raise and surface track	T.F.	5.00
10.	Install solid timber crossing	FT.	300.00
11.	Install elastomeric crossing	FT.	375.00
12.	Install plank and asphalt	FT.	275.00
13.	Install prefab concrete crossing	FT.	385.00
14.	Traffic control - detour	L.S.	5,000.00
15.	Asphalt for approaches	TON	110.00
16.	Plank and asphalt crossing without asphalt	FT.	245.00
17.	Construct 115 lb. using existing rail and tie plates	T.F.	45.00

EXHIBIT "D" Cont.
Composites D-19

ESTIMATE OF COST FOR GRADE CROSSING CONSTRUCTION TO SUPPORT AN AUTHORIZATION TO PROCEED WITH CONSTRUCTION UNDER AN AGREEMENT PROVIDING FOR unit costCONTRACT.

Construct 1 - 36' - 115lb. precast concrete crossing at CR 359/Wright Road and Live Oak, Perry and Georgia Railroad, Crossing No. 713467-V, Railroad Mile Post GB 74.25

a Description of Improvement

1. Traffic control by others.
2. Remove existing crossing.
3. Remove 105' of existing track.
4. Excavate to stable subgrade thru crossing area.
5. Place filter fabric.
6. Place 6" cm pipe for drainage.
7. Construct 105' of 115lb. cw relay track.
8. Place ballast.
9. Raise & surface 300' of track.
10. Install 1 - 36' - 115lb. precast concrete crossing.
11. Clean work area.
12. Place & compact asphalt on approaches, by others.
13. Remove traffic control
14. Open road.

b. Estimated Cost

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1. Remove existing crossing.	24	L.F.	95.00	$ 2,280.00
2. Remove existing railroad track.	105	T.F.	15.00	1,575.00
3. Excavate ballast to sub-grade.	45	C.Y.	12.00	540.00
4. Place filter fabric.	40	L.F.	5.00	200.00
5. Place 6" cmp for drainage.	40	L.F.	19.00	760.00
6. Construct track 115lb. welded relay track.	105	T.F.	85.00	8,925.00
7. Place ballast.	50	Tons	30.00	1,500.00
8. Raise & surface track.	300	T.F.	5.00	1,500.00
9. Install prefab concrete crossing.	36	Ft.	385.00	13,860.00
Total Estimate Cost of Railroad Contractor				$ 31,140.00

EXHIBIT "D" Cont.
Composites D-20

TS/RR 12-10-92
PAGE 1 OF 1

DETAILED ESTIMATE FOR GRADE CROSSING WARNING DEVICES

(UNIT COST ESTIMATE TO INSTALL GRADE CROSSING WARNING DEVICES)

CITY. Perry ROAD: S.R. CR 359/Wright Road
COUNTY. Taylor AAR NO.: 713467V LOCATION:
STATE: Florida R/R MILEPOST: GB 74.25

USING THE ATTACHED SPECIFICATIONS AND CIRCUIT PLANS, PLEASE COMPLETE YOUR PORTION OF THIS COMBINATION BID/ESTIMATE SHEET

(THIS SECTION FOR THE CONTRACTOR'S USE IN SUBMITTING A BID)

2 GATE ASSEMBLIES WIRED AND INSTALLED (COMPLETE) $ 47,190.00

2 CANTILEVER ASSEMBLIES WIRED AND INSTALLED (COMPLETE) $

1 CONTROL CABINET ASSEMBLY WIRED AND INSTALLED (COMPLETE) $ 42,745.00

STYLE "C" TRACK CIRCUITRY INSTALLED (COMPLETE) $ 39,625.00

POWER FROM SOURCE TO EQUIPMENT INSTALLED (COMPLETE) $ 1,000.00

REMOVE AND RELOCATE 2 TRAIN SIGNALS (COMPLETE) $

DATE May 14, 1997 CONTRACTOR'S TOTAL BID * $ 130,560.00

* I William Vanderberry REPRESENTING McHann Railroad Services, Inc. of Miss. SUBMIT THIS BID ON THE ABOVE ITEMS WHICH INCLUDES ALL APPLICABLE TAXES AND ALL COSTS FOR LABOR, EQUIPMENT, MATERIALS, TRAVEL EXPENSES, LODGING, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, ETC. AS NEEDED TO COMPLETE THE INSTALLATION IN ACCORDANCE WITH THE SAID SPECIFICATIONS AND CIRCUIT PLANS. THIS SINGLE SHEET SHALL STAND ALONE AS MY BID.

SIGNATURE William Vanderberry

(FOR RAILROAD CONSULTANT USE)

PRELIMINARY ENGINEERING $

DATE ESTIMATED CONSTRUCTION ENGINEERING $

(FOR RAILROAD USE)

ESTIMATED OFFICE AND PROJECT SUPERVISION $ 1500.00
ESTIMATED CLERICAL $ 500.00
SALVAGE OR SCRAP CREDIT (-) $ 100.00
TOTAL ESTIMATED COST $ 132,745

DATE 6/6/97
RAILROAD OWNER. Live Oak, Perry & Gulf
OPERATING RAILROAD

EXHIBIT "D" Cont.
Composites D-21

BEST AVAILABLE COPY

McHann Railroad Services, Inc.
Railroad Construction and Maintenance

RAILROAD TRACK-GRADE CROSSING SIGNAL INSTALLATION CONTINUING CONTRACT UNIT PRICE

Item No.	Item	Unit	Unit Price
1.	CROSSING ASSEMBLY		
	a. Standard flashers with bells 12" back to back lights on foundation	Each	$ 12,175.00
	b. Standard flashers with bell and gate.	Each	23,595.00
	c. Standard cantilever (20') flashers with bell.	Each	18,780.00
	d. Standard gate assembly for cantilevers.	Each	11,245.00
2.	CONTROL EQUIPMENT		
	a. Prewired instrument case with detection and other equipment.	Each	42,745.00
3.	FIELD MATERIALS		
	a. Track circuitry consisting of construction materials, underground cable, track connection, rail bonds, cadwell bonds, etc.	Each	23,625.00
	b. Insulated joints.	Each	450.00
	c. Insulated bridal rods.	Each	150.00
	d. Allegheny joints welded in place.	Each	2,000.00
4	FOUNDATIONS		
	a. Standard gate for cantilevers.	Each	605.00
	b. Cantilevers.	Each	710.00
	c. Standard gate for standard flashers.	Each	605.00
5	MISCELLANEOUS CHARGES		
	a. Extra cost for each foot of cantilever over 20 feet.	Per Foot	300.00
	b. Extra set of one-way 12" lights.	Each	2,100.00
	c Power pole & meter with service from power pole to signal control case.	Each	1,000.00
	d. Extra set of two-way 12" lights.	Each	3,500.00
	e. Steel Conduit for bridge.	Per Foot	6.00
	f. Transportation of old signals.	Lump Sum	300.00
	g. Steel conduit under road	Per Foot	50.00
	h. 4" schedule 80 P.V.C. pipe	Per Foot	10.00

6. Unit prices are good until December 31, 1997

EXHIBIT "D" Cont.
Composites D-22

ESTIMATE OF COST FOR GRADE CROSSING CONSTRUCTION TO SUPPORT AN AUTHORIZATION TO PROCEED WITH CONSTRUCTION UNDER AN AGREEMENT PROVIDING FOR unit costCONTRACT.

Construct 1 - 36' - 115lb. precast concrete crossing at CR 359/Wright Road and Live Oak, Perry and Georgia Railroad, Crossing No. 713467-V, Railroad Mile Post GB 74.25

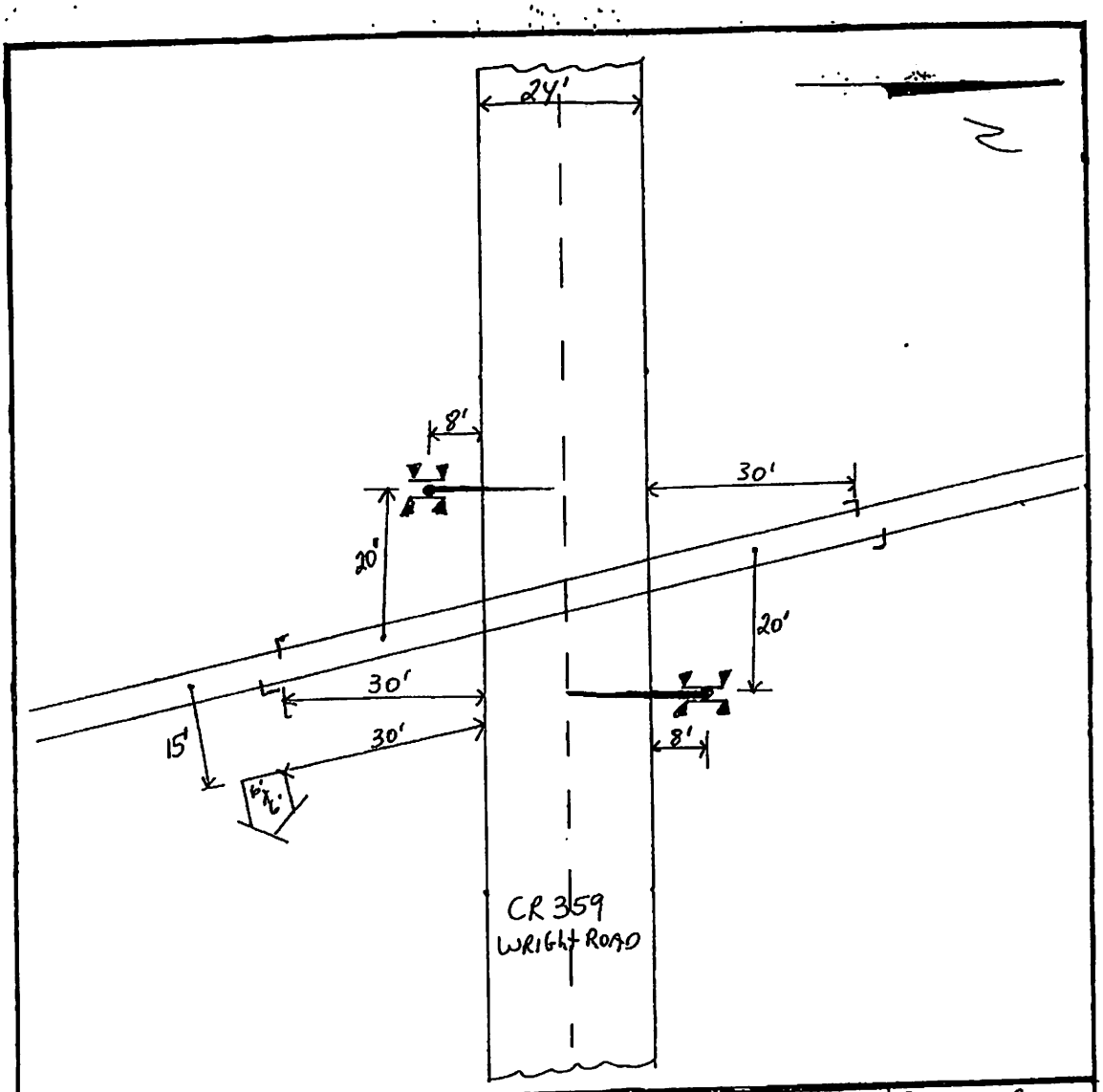
a Description of Improvement

1. Traffic control by others.
2. Remove existing crossing.
3. Remove 105' of existing track.
4. Excavate to stable subgrade thru crossing area.
5. Place filter fabric.
6. Place 6" cm pipe for drainage.
7. Construct 105' of 115lb. cw relay track.
8. Place ballast.
9. Raise & surface 300' of track.
10. Install 1 - 36' - 115lb. precast concrete crossing.
11. Clean work area.
12. Place & compact asphalt on approaches, by others.
13. Remove traffic control
14. Open road.

b. Estimated Cost.

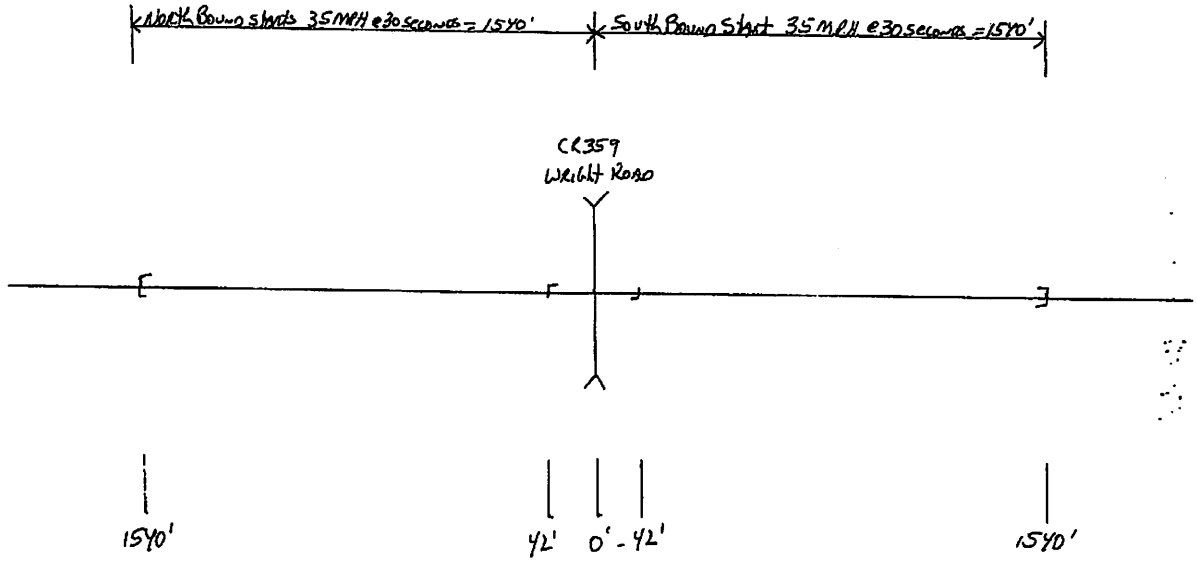
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1. Remove existing crossing.	24	L.F.	95.00	$ 2,280.00
2. Remove existing railroad track.	105	T.F.	15.00	1,575.00
3. Excavate ballast to sub-grade.	45	C.Y.	12.00	540.00
4. Place filter fabric.	40	L.F.	5.00	200.00
5. Place 6" cmp for drainage.	40	L.F.	19.00	760.00
6. Construct track 115lb. welded relay track.	105	T.F.	85.00	8,925.00
7. Place ballast.	50	Tons	30.00	1,500.00
8. Raise & surface track.	300	T.F.	5.00	1,500.00
9. Install prefab concrete crossing.	36	Ft.	385.00	13,860.00
Total Estimate Cost of Railroad Contractor				$ 31,140.00

EXHIBIT "D" Cont.
Composites D-23



QUADRANT	NORTHEAST	SOUTHWEST	LIVE OAK, PERRY & GEORGIA RAILROAD
STD. F. L. S.	X	X	PERRY, FLORIDA
CANTILEVER			PROPOSED SIGNALS FOR
GATES	X - 19'	X - 19'	CR359 - WRIGHT ROAD
ADDED LIGHTS			
BELLS	X	X	
BARRICADES			D.O.T # 713467V M.P.G.B 74.25
TRACK SIGN			SIGNAL HT. 20' MARCH 1997

EXHIBIT "D" Cont.
Composites D-24



Live Oak, Perry & Gracebill Bridges
Peak Flexion
CR 359 - Wright Road
Proposed Start Layout for Strikers
D.O.T. # 7194674 M.L. GB 7425

EXHIBIT "D" Cont.
Composites D-25

Gulf & Ohio Railways
1019 Coastline Avenue • Albany, Georgia 31705 • (912) 435-6629 • FAX (912) 436-4571

Douglas O. Cochran
Vice President
Engineering

June 6, 1997

Ms. Donna Whitney
Florida Department of Transportation
P. O. Box 1089
Lake City, Florida 32056-1089

Dear Ms. Whitney:

Enclosed are the estimates you requested concerning Wright Road (CR 359). Please note that if a flagman is needed for this road widening project the additional cost will be $200.00 per day.

Please contact me if you have any questions.

Respectfully Yours,

Douglas O. Cochran

DOC/jlc

Dist. 2 Rail Office
JUN 03 1997
Received

EXHIBIT "D" Cont.
Composites D-26

BEST AVAILABLE COPY

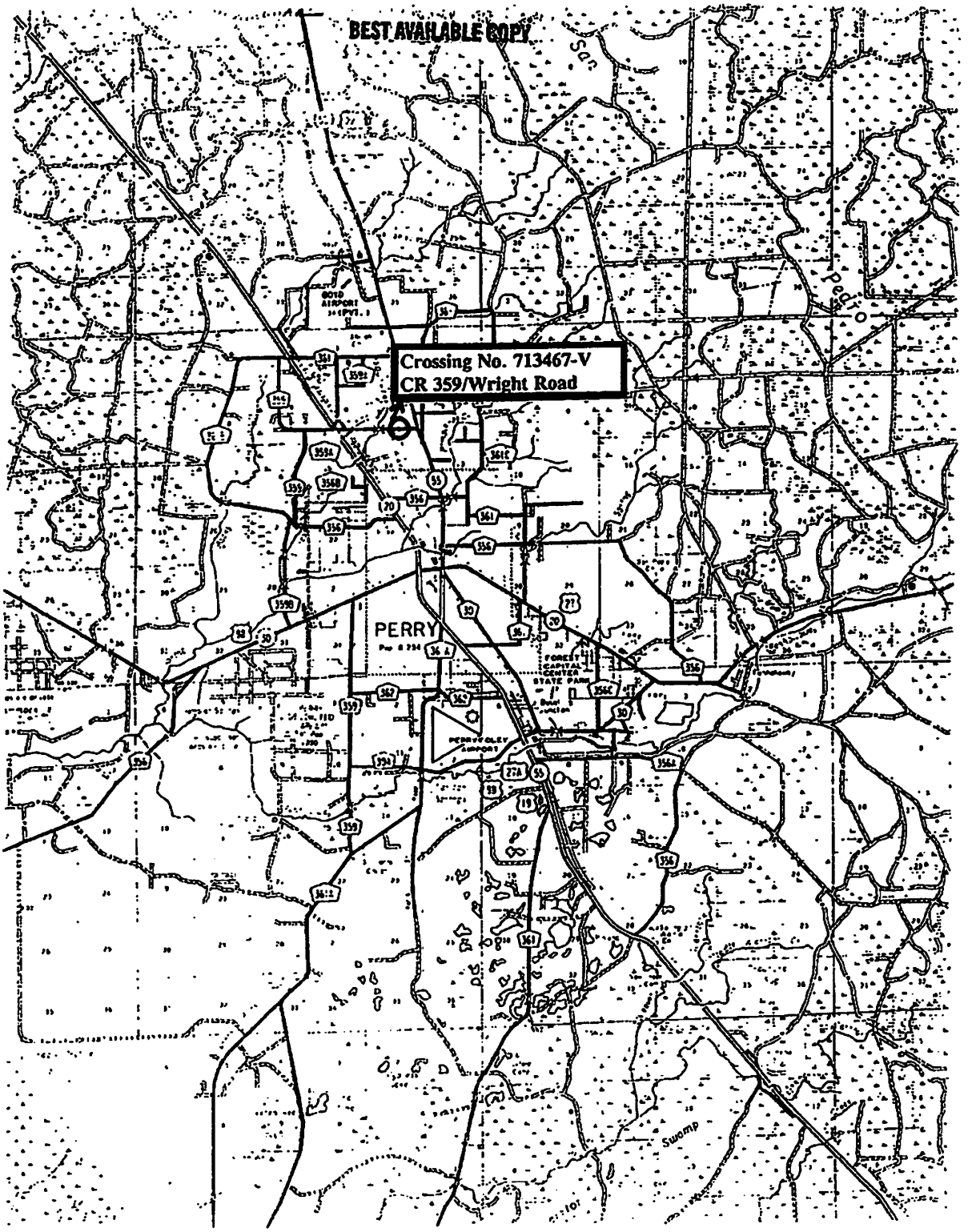


EXHIBIT "D" Cont.
Composites D-27

WPI No. 2129102, FAP No. SN-8888(471)
Section 38501-6600, Road Name - CR 359/Wright Road
Taylor County, Parcel 6(38501-2601)
Crossing No. 713467-V, RRMP: GB 74.25

Railroad Flagging during widening of CR 359 in Perry, Florida in the amount of $24,000.00.

Railroad Flagging	
120 days @$200.00	$24,000.00
TOTAL	$24,000.00

EXHIBIT "D" Cont.
Composites D-28

FLORIDA DEPARTMENT OF TRANSPORTATION

LAWTON CHILES
GOVERNOR

Thomas F. Barry,
Secretary

Post Office Box 1089
M.S. 2018
Lake City, Florida 32056-1089
August 29, 1997

RECEIVED
SEP 02 1997

Mr. Doug Cochran
Vice President of Engineering
Gulf & Ohio Railways
1019 Coastline Road
Albany, GA 31705

WPI No. 2129102, FAP No. SN-8888-(471)
Section 38501-6600, State Road - CR 359/Wright Road
Taylor County, Parcel 6(38501-2601)
Crossing No. 713467-V, RRMP: GB 74.25

Dear Mr. Cochran:

We are enclosing one (1) fully executed agreement dated August 28, 1997, involving your company and covering the installation of flashing lights and gates and installation of a concrete crossing estimated at $188,350.00.

The enclosed documents have been approved by the Department and you may consider this notice as your authorization to proceed with the work under the direction of this District. It is necessary that you notify our office prior to the performance of any work by Railroad forces at this location.

The work under this contract shall be performed in accordance with the provisions of the Federal Highway Administration's Federal Aid Policy Guide Subchapter B, Part 140, Subpart I. Should additional information or meeting with Department representatives be needed, please let us know.

Sincerely,

Donna Whitney

Donna Whitney
Rail Specialist

DW/
Attachment
cc: Vance R. Howell, Chairman, Taylor County Board of County Commissioners
Anne Brewer, Administrator, Rail Operations
Lorenzo Alexander, District Public Transportation Manager
Lillian G. Porter, District Railroad Coordinator
George Richards, District Construction Railroad Coordinator, L.C. Constr.
Linda Green, District Financial Administrator

SEP 02 1997

MD	
JP	
CA	
SM	
RS	
RF	IF

EXHIBIT "D" Cont.
Composites D-29

FLORIDA
LAWTON CHILES
GOVERNOR

DEPARTMENT OF TRANSPORTATION
Post Office Box 1089
M.S. 2018
Lake City, Florida 32056-1089
BEN G. WATTS
SECRETARY

July 11, 1997

Mr. Vance R. Howell, Chairman
Taylor County Board of County Commissioners
Post Office Box 620
Perry, Florida 32347

RECEIVED
JUL 15 1997

WPI No. 2129102, FAP No. SN-8888-(471)
Section 38501-6600, Road Name - CR 359/Wright Road
Taylor County, Parcel 6(38501-2601)
Crossing No. 713467-V, RRMP: GB 74.25

Dear Mr. Howell:

Attached for execution by the County, is one set of Railroad Agreements for the installation of flashing lights and gates, a precast concrete crossing and any necessary railroad flagging during the widening of CR 359 in Taylor County. Also enclosed in these agreements for execution by the County is a resolution accepting maintenance responsibility for the railroad signals at this location.

Any assistance you can give us in expediting the execution of this agreement will be greatly appreciated. After execution, please return to this office at the above referenced address for further handling by our office.

After agreements have been fully executed, this office will return to you a copy for your files.

If questions should arise after review of this document, please call me at (904) 758-3770.

Sincerely,

Donna Whitney

Donna Whitney
Rail Specialist

/DW

Attachment

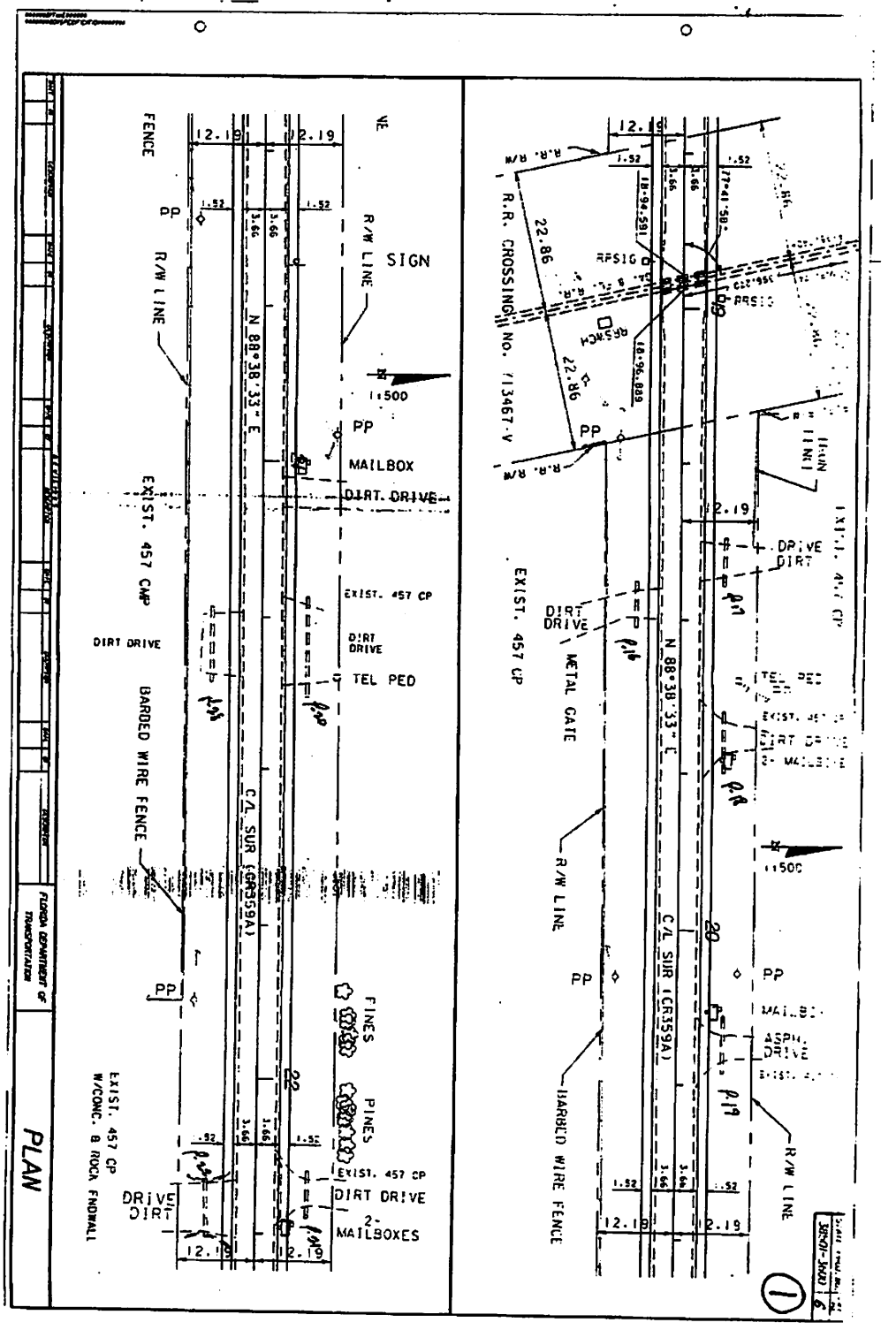
cc: Anne Brewer, Administrator, Rail Operations
Lorenzo Alexander, District Public Transportation Manager
Lillian G. Porter, District Railroad Coordinator
Jack R. Brown, Taylor County Coordinator

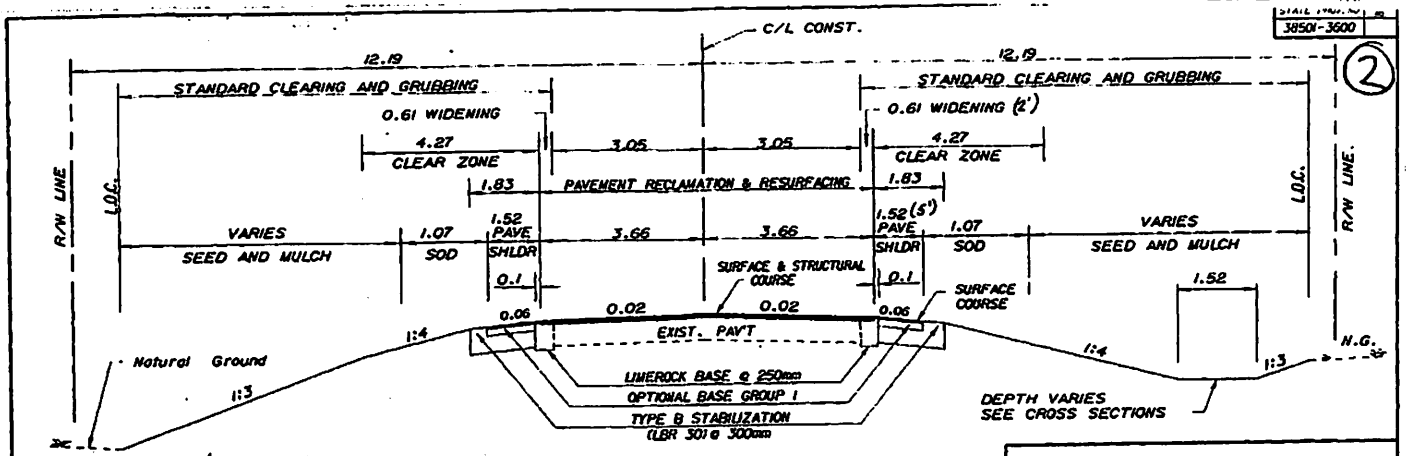
JUL 23 1997 (4)

MD	
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RF	IF

RECYCLED PAPER

EXHIBIT "D" Cont.
Composites D-30





3850I-3600

2

TYPICAL SECTION
STA. 3+64.592 TO STA. 24+66.294

TYPICAL SECTION NOTES:

1. SURFACE & STRUCTURAL COURSES SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED WITH ELECTRONIC TRANSVERSE & AUTOMATIC LONGITUDINAL SCREED CONTROLS.
2. PAVEMENT RECLAMATION SHALL CONSIST OF THE FOLLOWING:
   - A. ADD LIMEROCK AT 250 mm THICK FLUSH WITH EXISTING PAVEMENT IN WIDENING AREAS.
   - B. MIX EXISTING ASPHALTIC CONCRETE PAVEMENT & LIMEROCK BASE INCLUDING WIDENING AREAS 250 mm DEEP.
   - C. ADD CEMENT AT 8-11 KG/M2 AND THOROUGHLY MIX UNTIL THE MATERIAL WILL PASS A 25 mm SIEVE.
   - D. SHAPE, COMPACT & FINISH COMBINATION BASE TO THE PROPOSED CROSS-SLOPE.
   - E. THE COMBINATION BASE SHALL BE PRIMED WITH ASPHALT EMULSIFIED PRIME 1 (AEP 1). THE COVER MATERIAL FOR PRIME SHALL BE HOT-ASPHALT COATED MIX (LOCAL & CONCRETE SANDS, SCREENINGS, ETC.) CONTAINING FROM 2.00% TO 4.00% ASPHALT CEMENT. AT THE DISCRETION OF THE ENGINEER, A 24-HOUR NO-TRAFFIC PERIOD MAY BE REQUIRED BEFORE ASPHALT PAVING OPERATIONS BEGIN. (FOR ADDITIONAL NOTES SEE SHEET NO. 1.

PAVEMENT RECLAMATION AND RESURFACING
PAVEMENT RECLAMATION BASE (250mm)
(AS DESCRIBED IN NOTE 2)
TYPE S STRUCTURAL COURSE (40 mm AVG./M2)
TYPE S-III SURFACE COURSE (30 mm AVG./M2)

SHOULDER PAVEMENT
OPTIONAL BASE GROUP I WITH TYPE S-III
SURFACE COURSE (30 mm)

OPTIONAL BASE CODE PERMITTED	OPTION CODE
100 mm LIMEROCK LBR 100	101
100 mm ABC-3 (MIN. MARSHALL STAB. 4500N	601
130 mm RECLAIMED ASPHALT PAVEMENT BASE	691

TRAFFIC DATA

EST. 1996 A.D.T.	950	K=	9%
EST. 1998 A.D.T.	1100	D=	57%
EST. 2003 A.D.T.	1400	T=	39%
EST. 2008 A.D.T.	1700	DT=	19.5%
EST. 2018 A.D.T.	2400	DMT=	1.5%
		DHT=	18.0%

DESIGN SPEED 70 KM/H

REVISIONS

FLORIDA DEPARTMENT OF TRANSPORTATION

TYPICAL SECTION

EXHIBIT "D" Cont.
Composites D-32

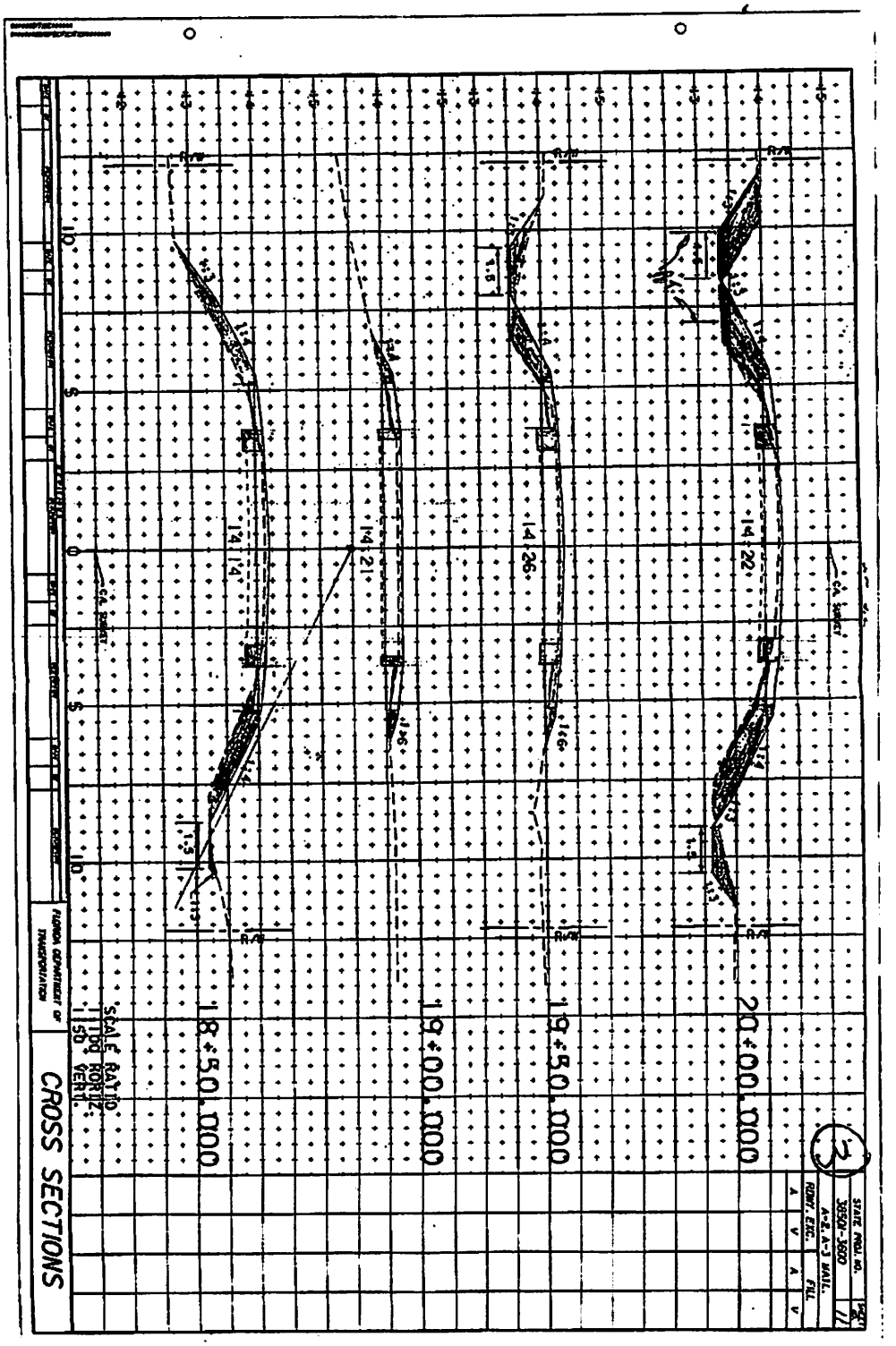


EXHIBIT "D" Cont.
Composites D-33

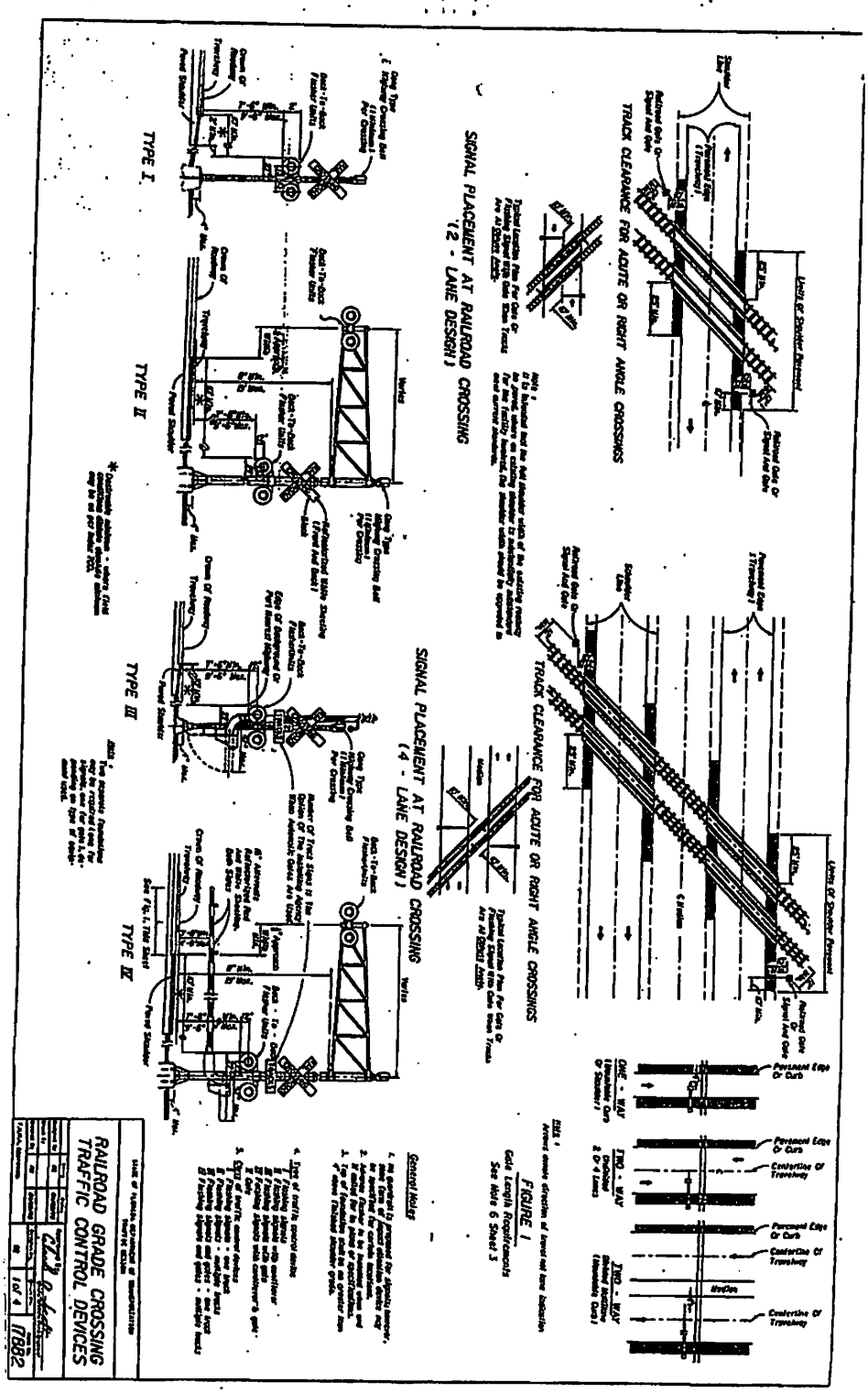


EXHIBIT "D" Cont.
Composites D-34

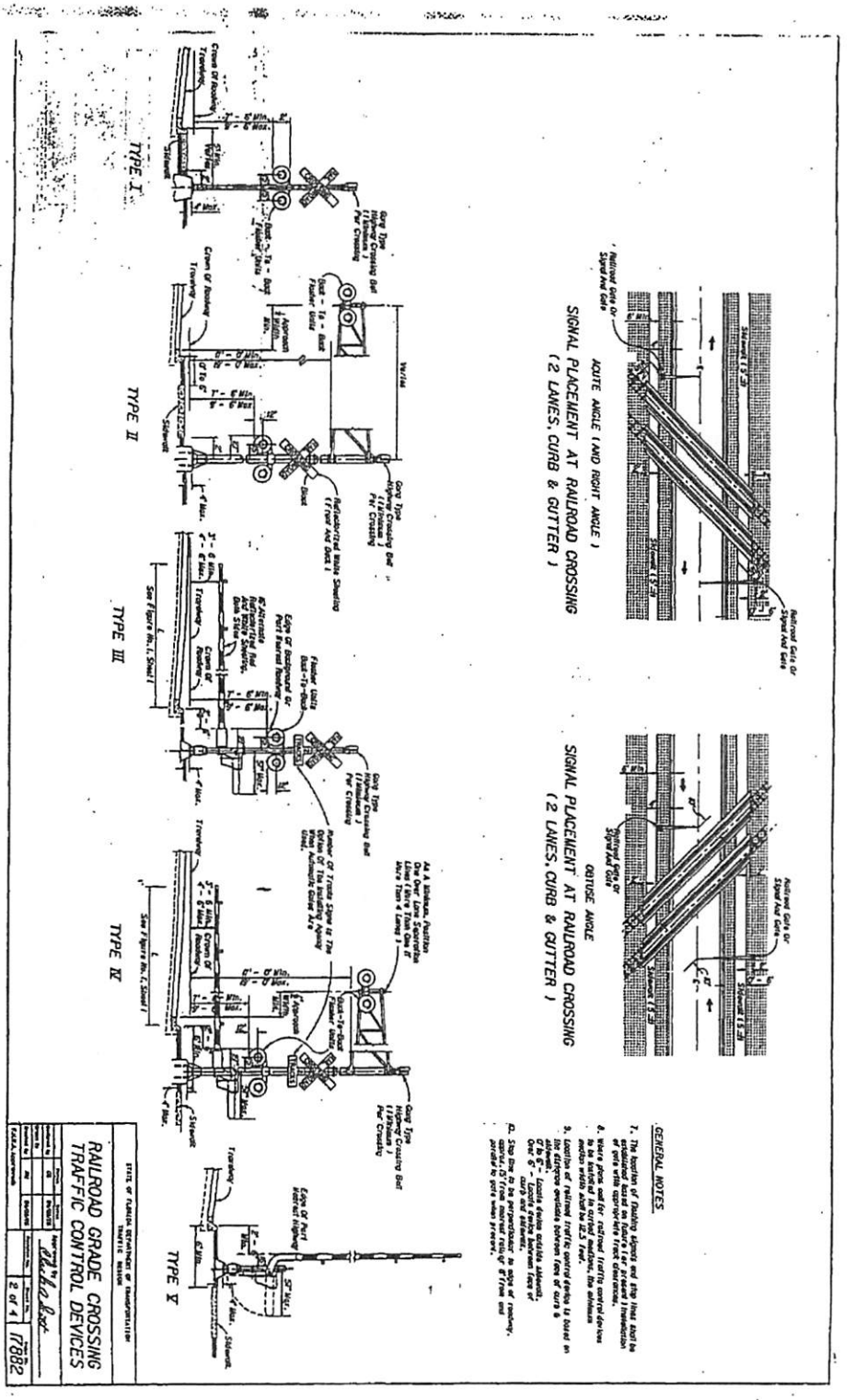


EXHIBIT "D" Cont.
Composites D-35

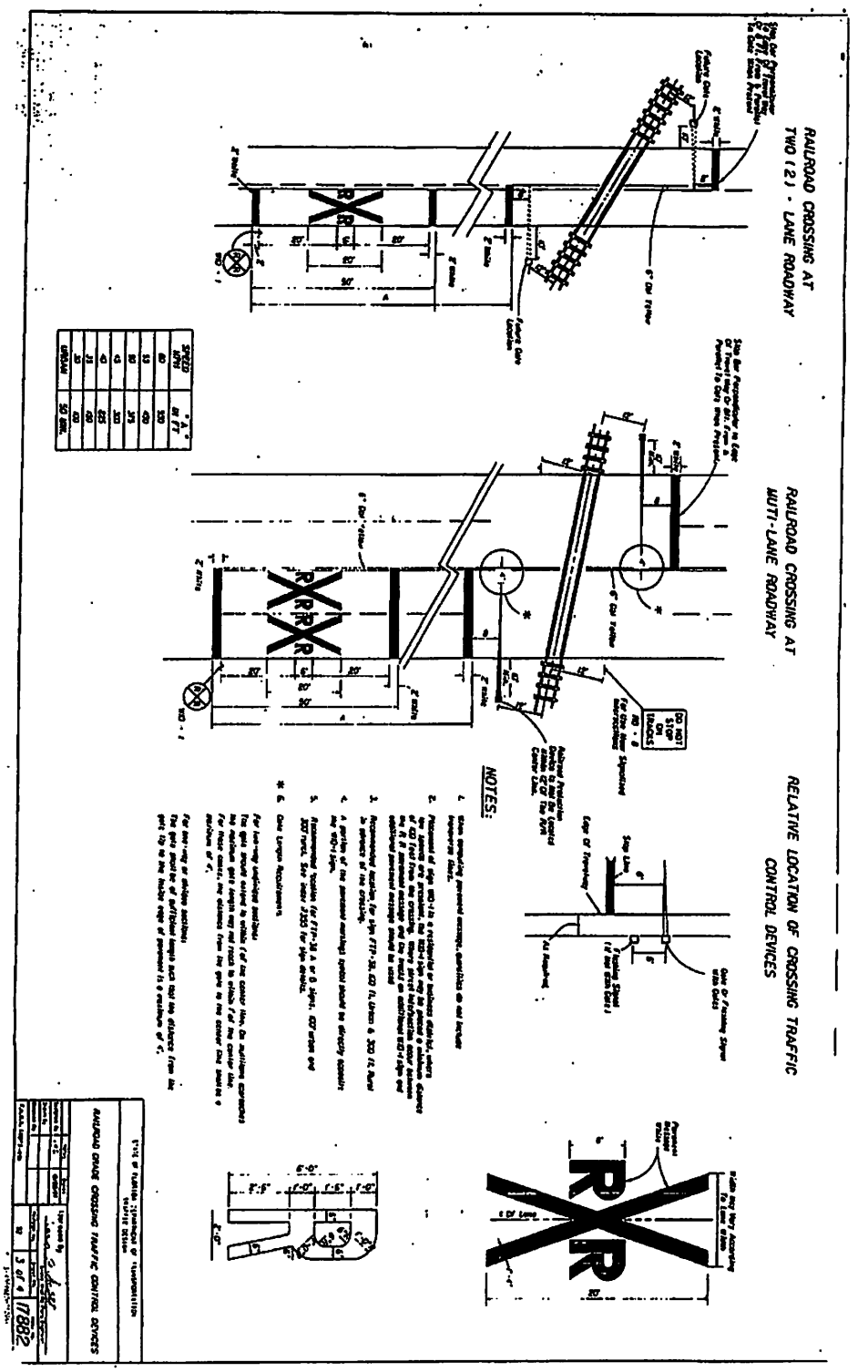


EXHIBIT "D" Cont.
Composites D-36

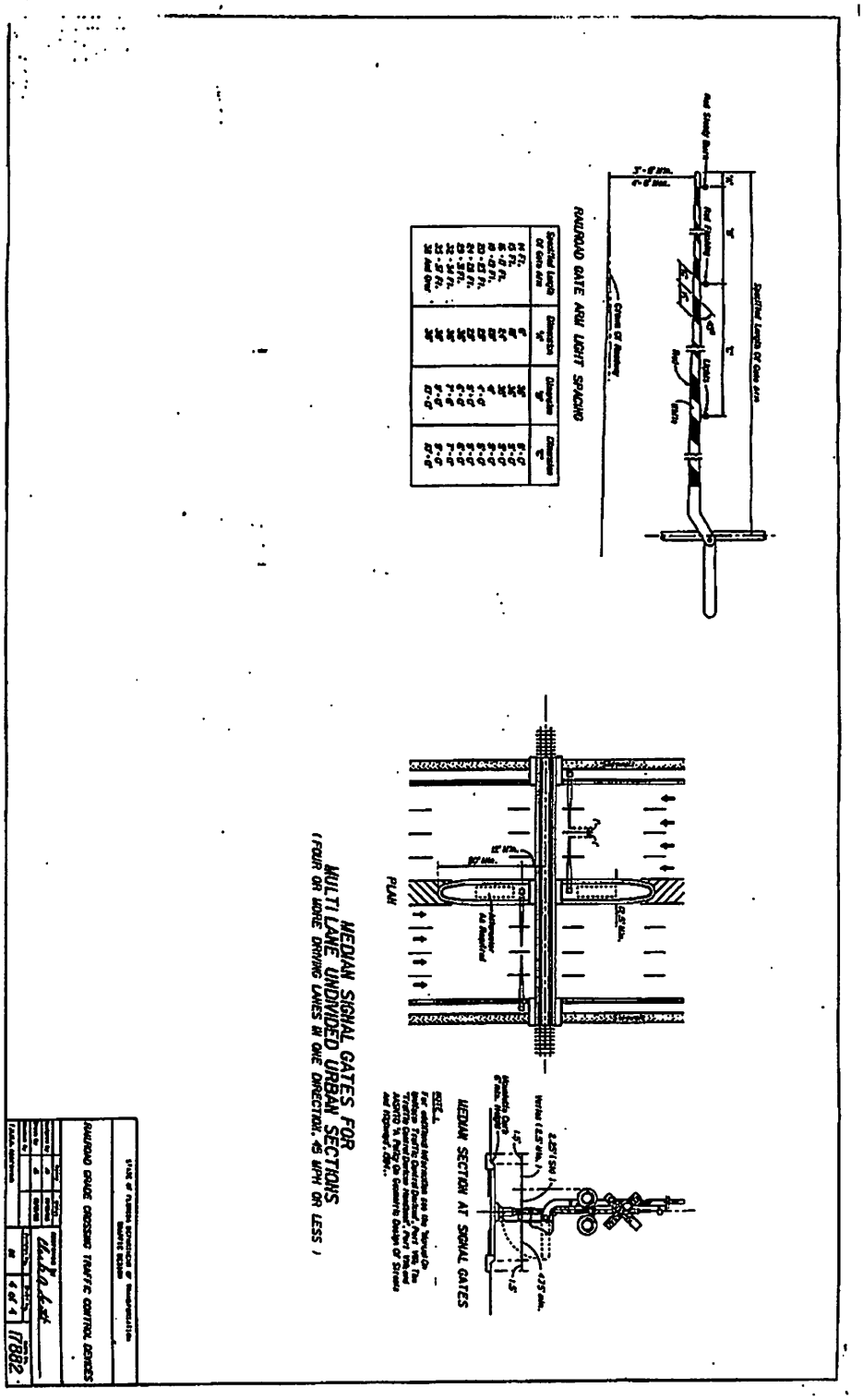


EXHIBIT "D" Cont.
Composites D-37

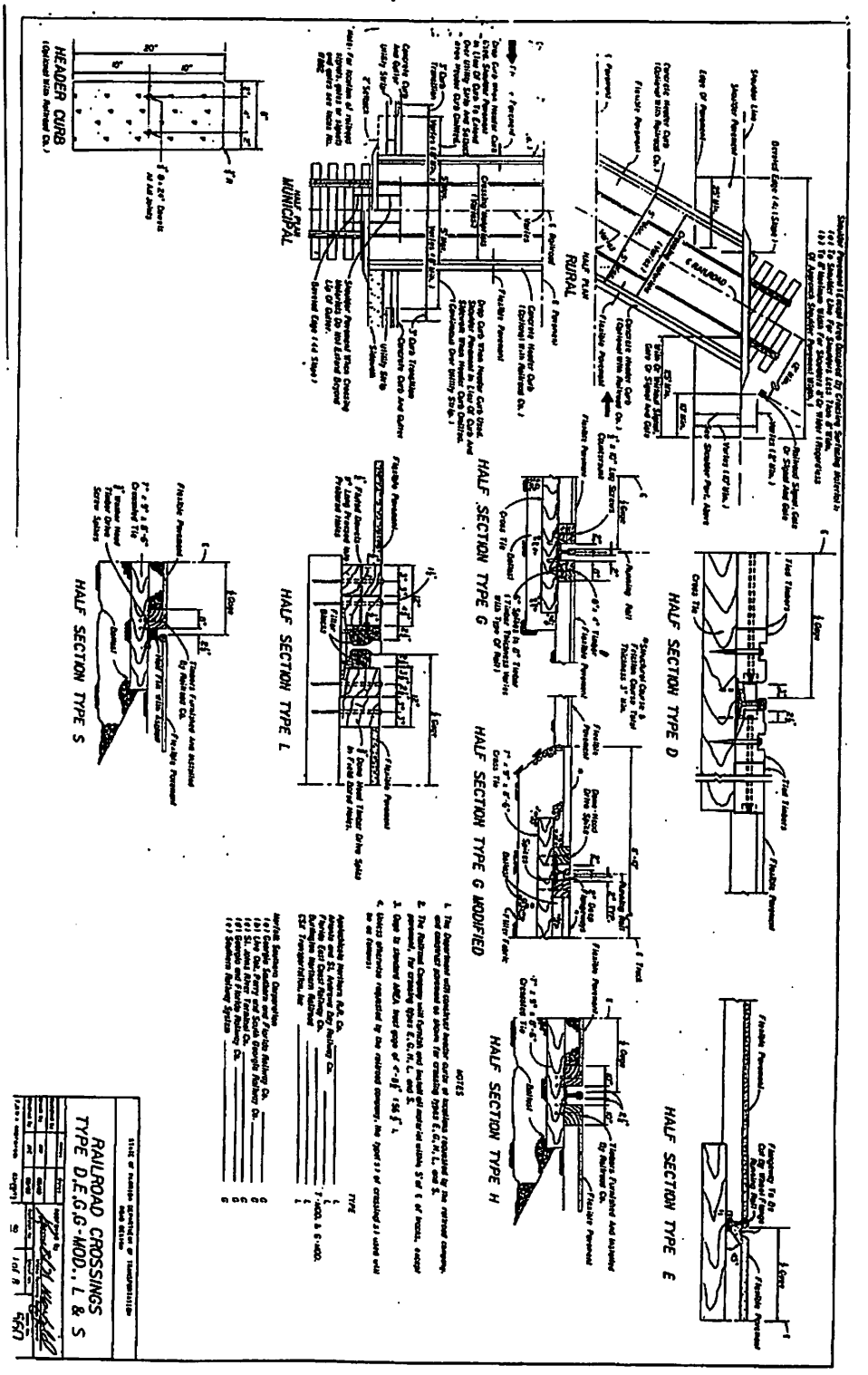


EXHIBIT "D" Cont.
Composites D-38

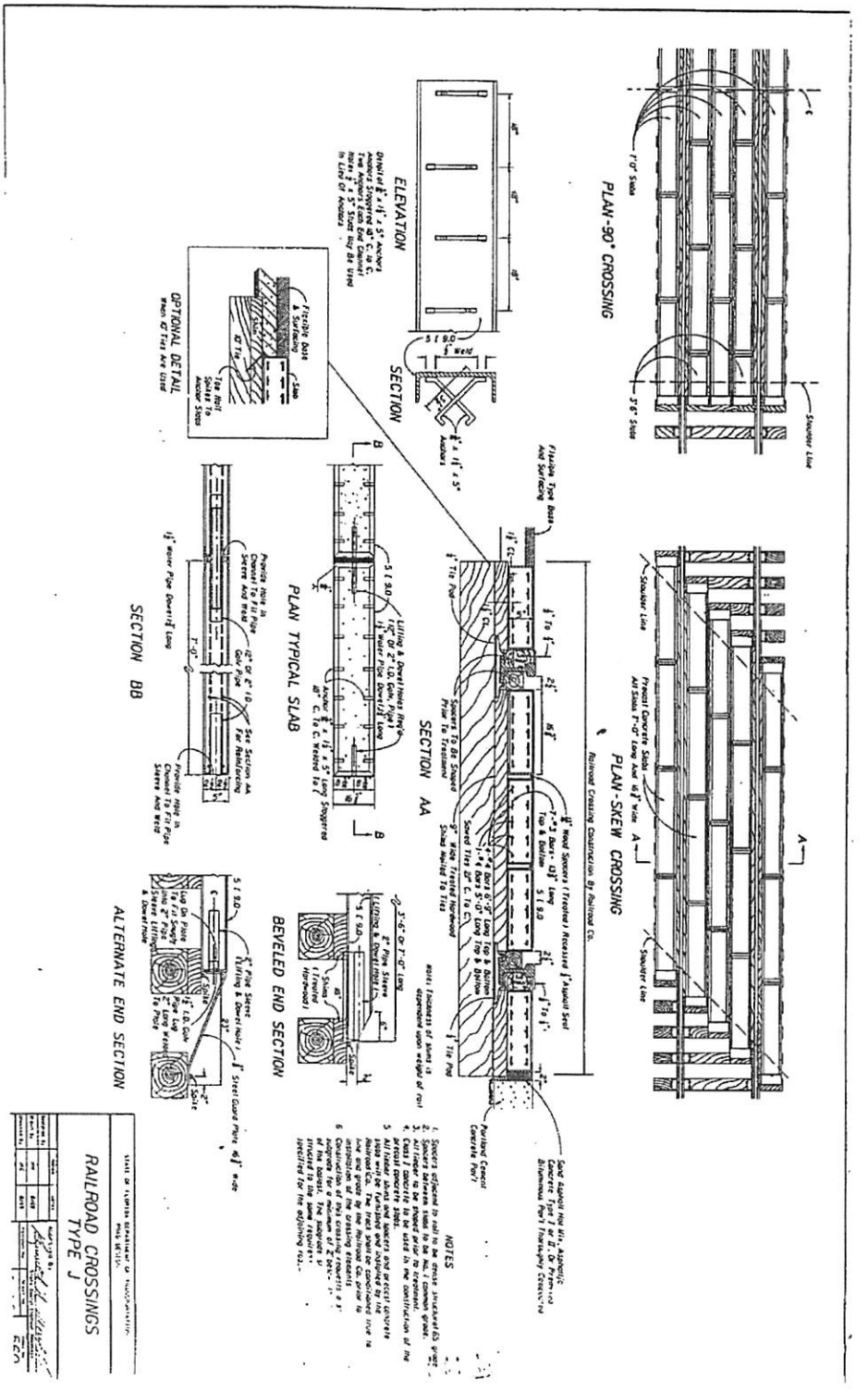


EXHIBIT "D" Cont.
Composites D-39

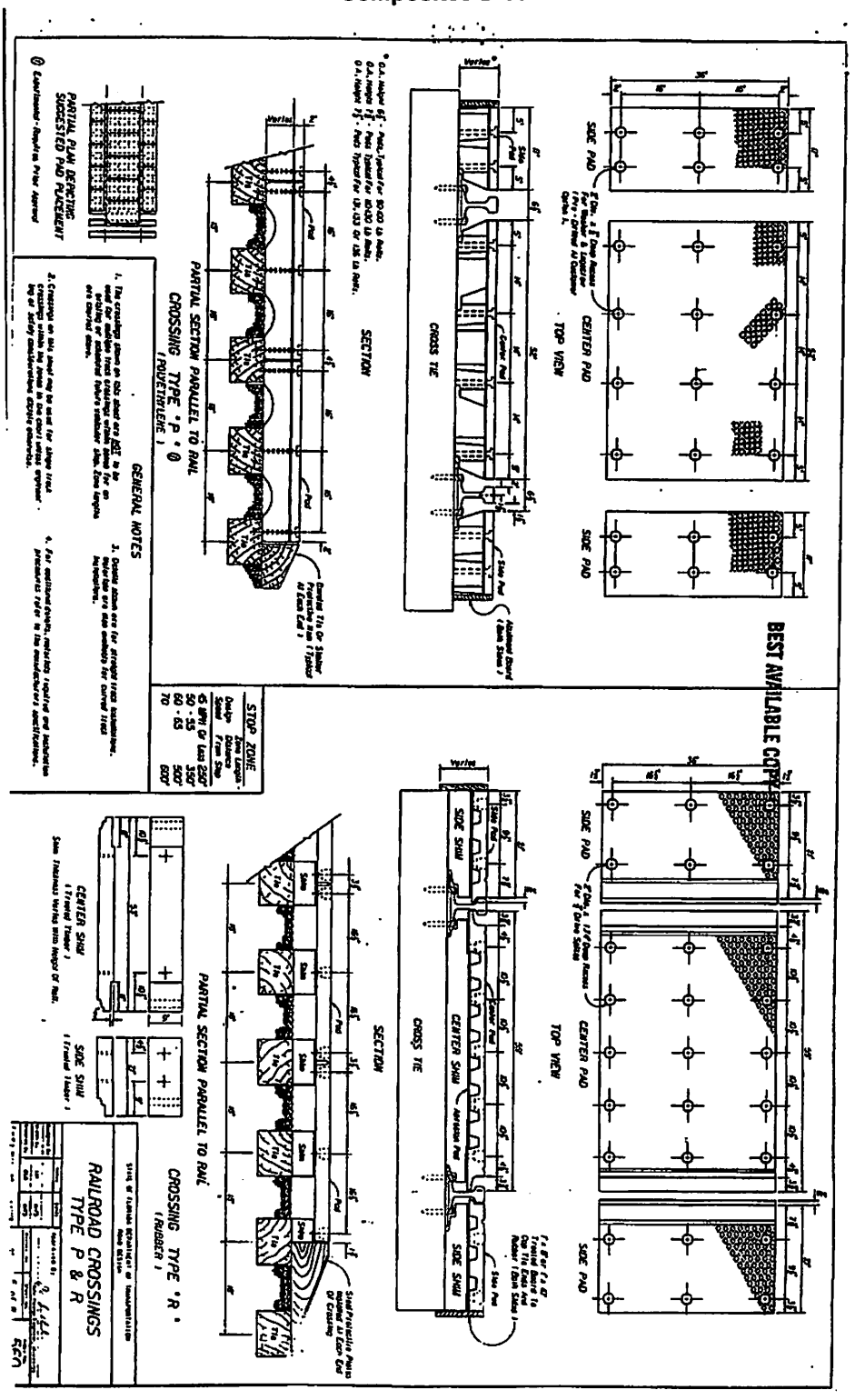


EXHIBIT "D" Cont.
Composites D-40

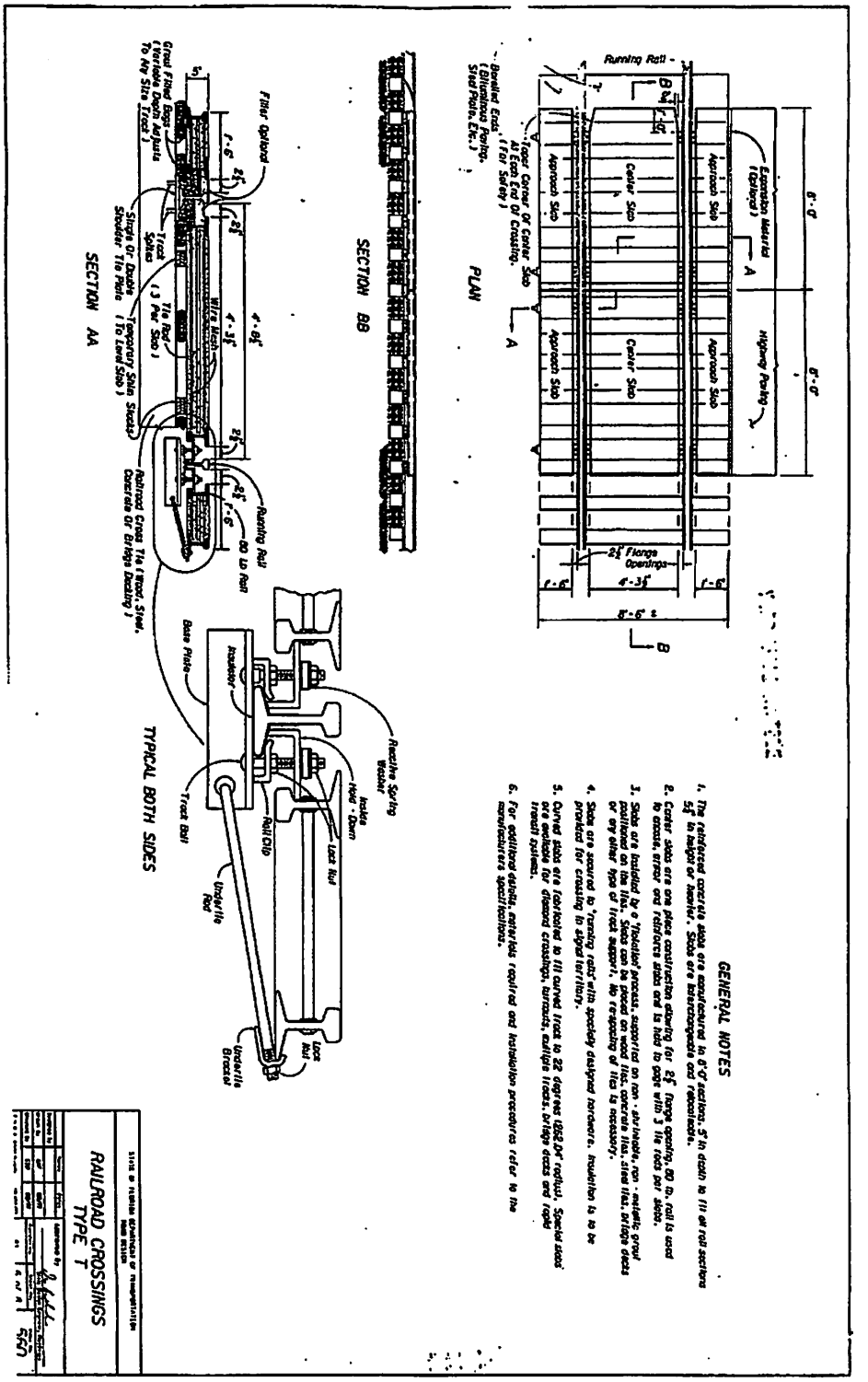


EXHIBIT "D" Cont.
Composites D-41

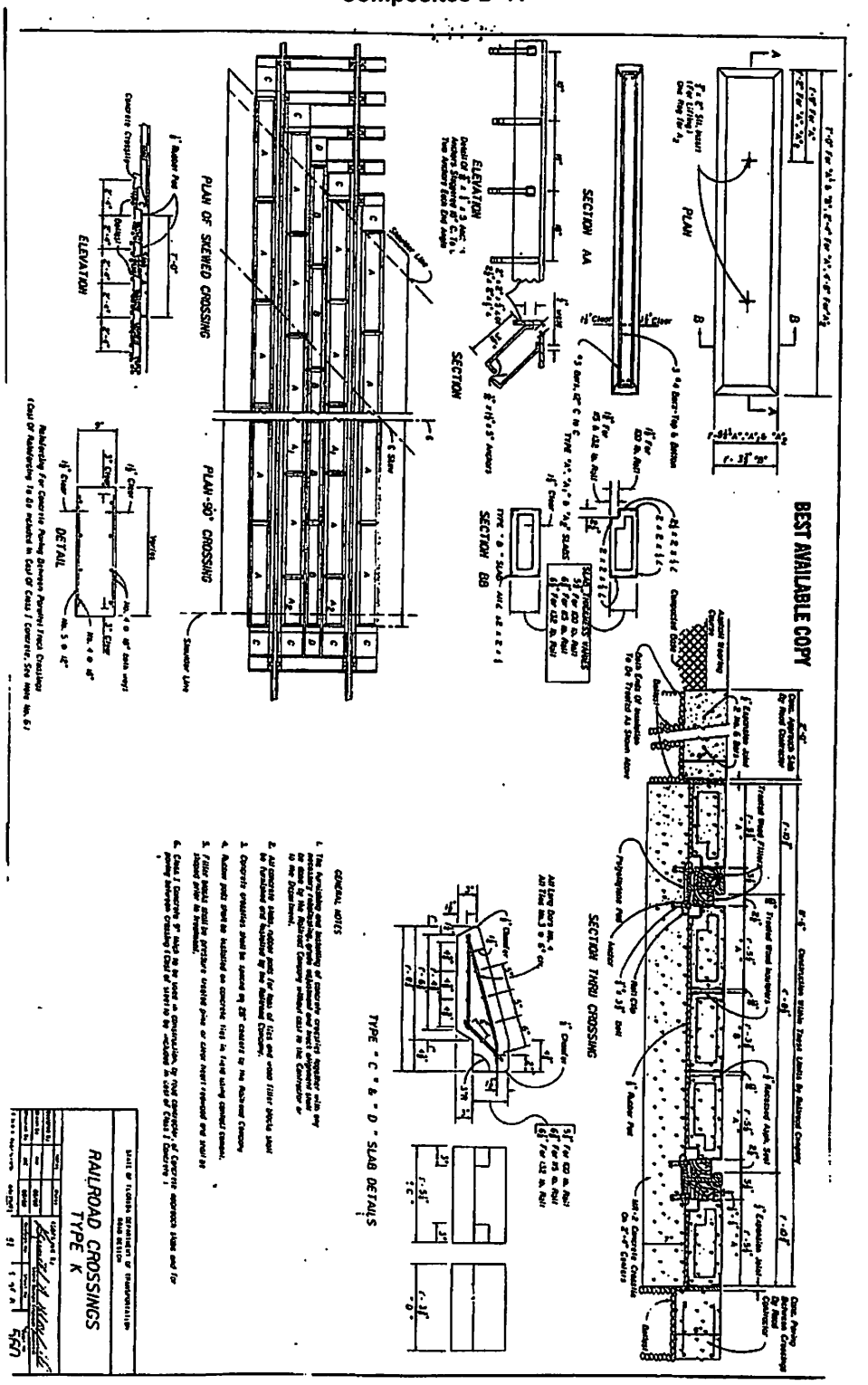


EXHIBIT "D" Cont.
Composites D-42

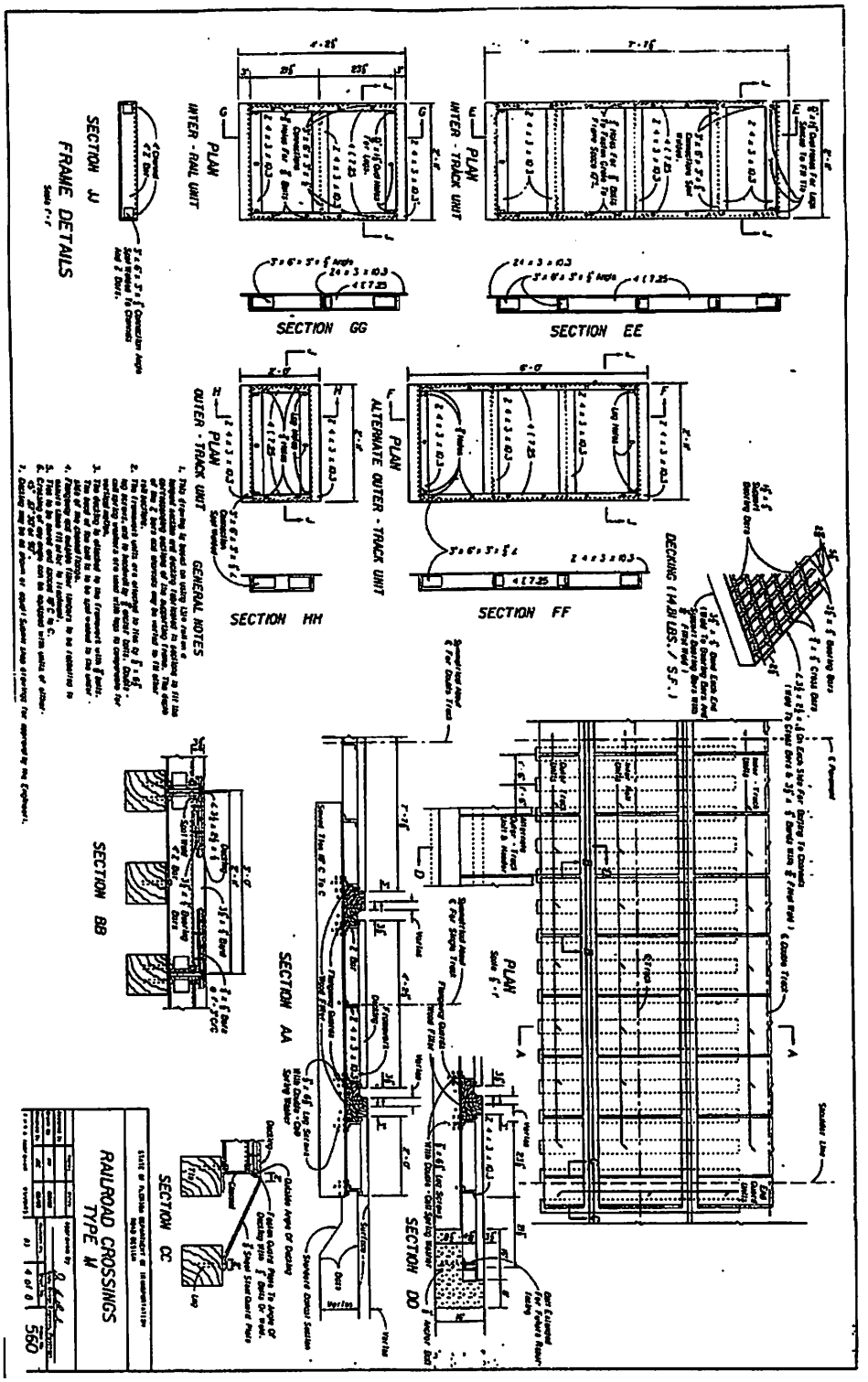


EXHIBIT "D" Cont.
Composites D-43

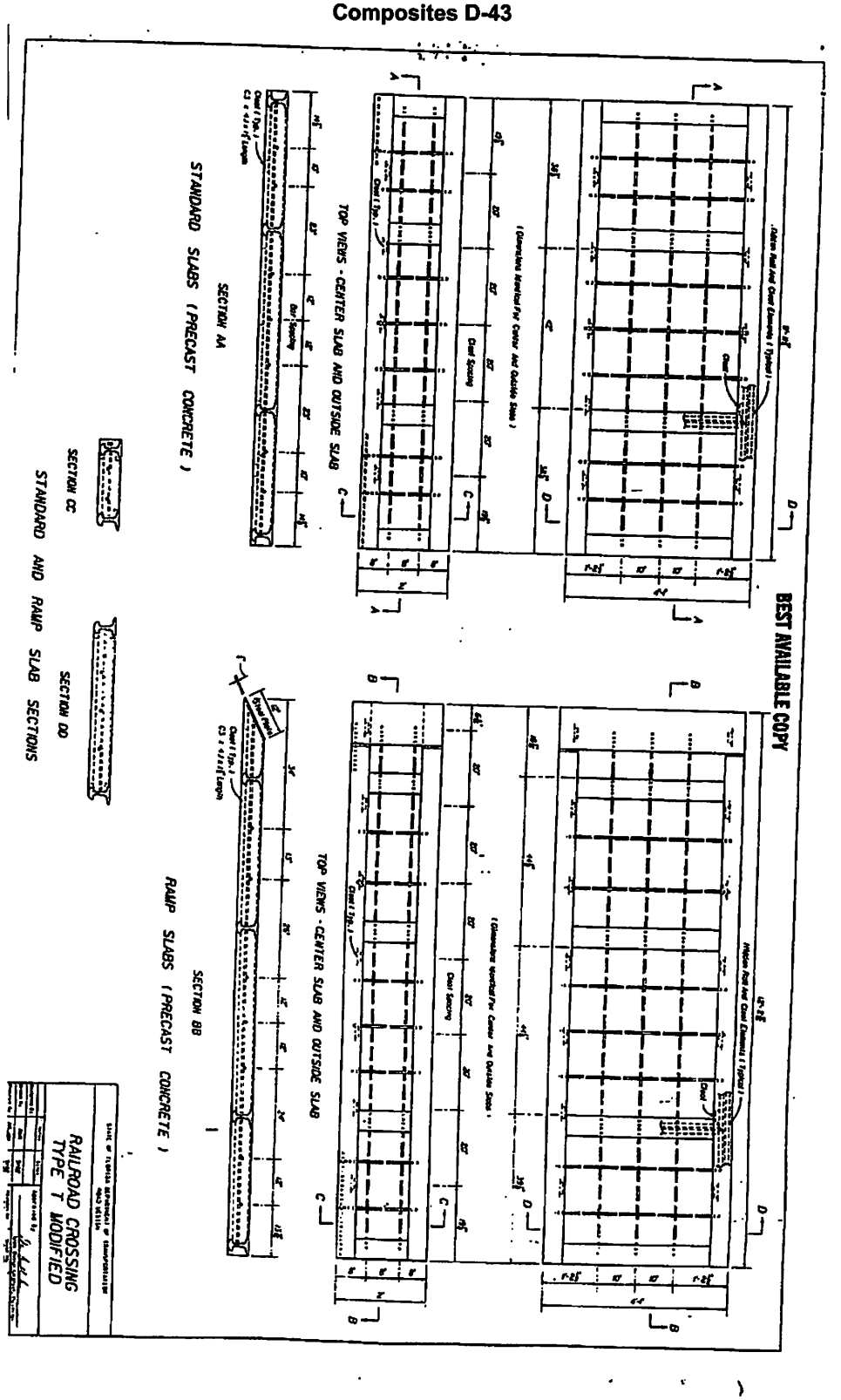


EXHIBIT "D" Cont.
Composites D-44

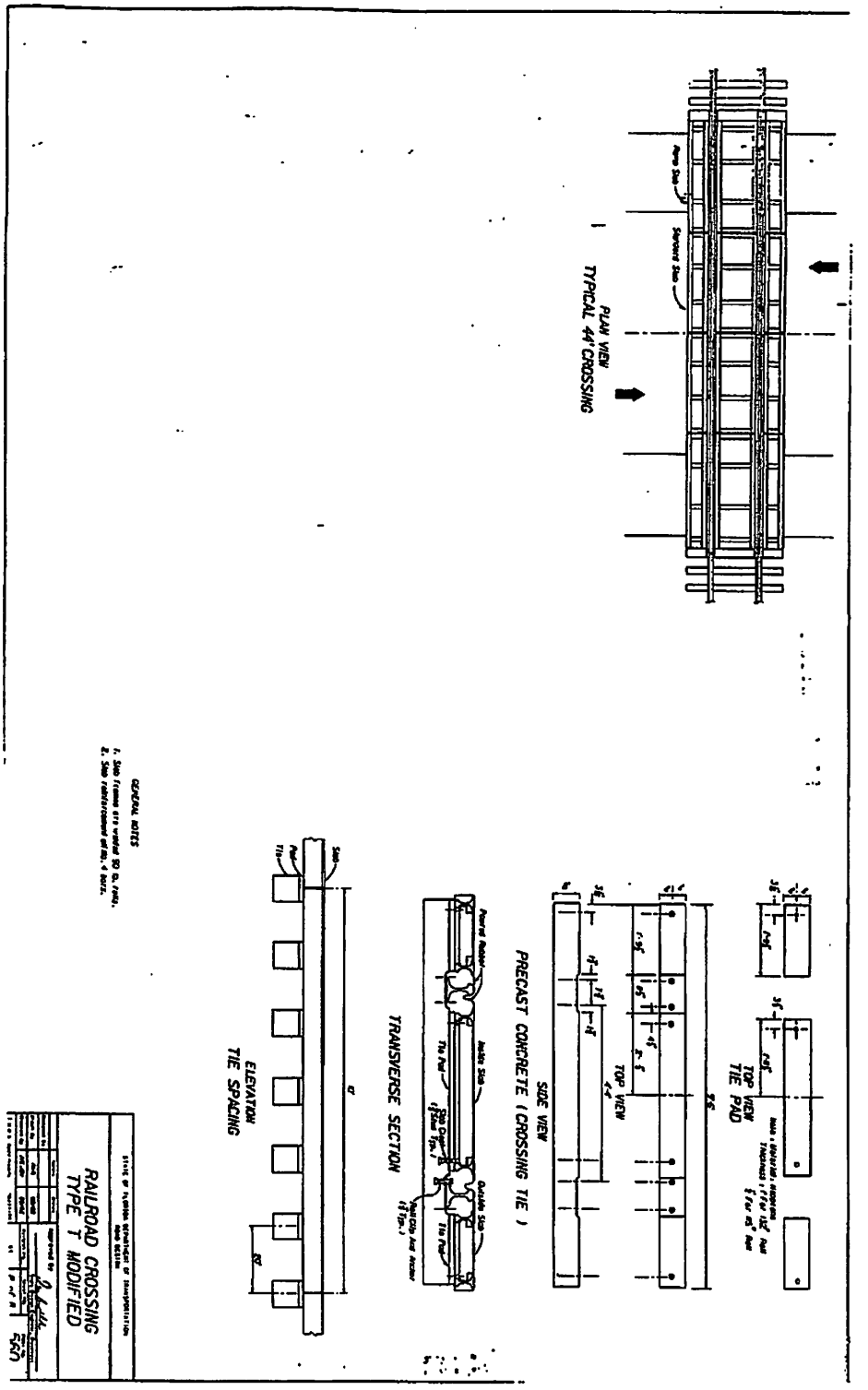


EXHIBIT "E"
Agency Resolution