

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, NOVEMBER 1, 2022
6:00 P.M.

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

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

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

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

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

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

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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES OF OCTOBER 3, 11 AND 18, 2022.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER APPROVAL OF TRANSFER OF FUNDS FROM 2% TOURISM DEVELOPMENT RESERVES TO TOURIST DEVELOPMENT, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RENEW LEASE WITH FIRST BAPTIST CHURCH OF PERRY FOR THE USE OF UPWARD SPORTS, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
8. THE BOARD TO CONSIDER RATIFICATION OF THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ANNUAL CERTIFIED BUDGET FOR ANTHROPOD CONTROL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
9. THE BOARD TO CONSIDER RATIFICATION OF THE SIGNATURE OF THE CHAIR ON THE FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFER FOR THE PERRY-FOLEY AIRPORT'S WILDLIFE HAZARD MANAGEMENT ASSESSMENT AND PLAN, AS AGENDAED BY MELODY COX, GRANTS WRITER.
10. THE BOARD TO CONSIDER APPROVAL OF SELECTION AND NEGOTIATION WITH SHORT-LISTED FIRMS FOR PROFESSIONAL SERVICES FOR THE HODGES PARK REDEVELOPMENT PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

BIDS/PUBLIC HEARINGS:

11. THE BOARD TO RECEIVE STATEMENT OF QUALIFICATIONS(SOQS), SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, FOR AIRPORT CONTINUING PROFESSIONAL ENGINEERING AND CONSULTANT SERVICES AT PERRY-FOLEY AIRPORT.

COUNTY STAFF ITEMS:

12. THE BOARD TO DISCUSS THE FDEO REBUILD FLORIDA CDBG MITIGATION (CDBG-MIT) GRANT BUDGET SHORTFALL FOR THE PURCHASE AND INSTALLATION OF AN AFFIXED GENERATOR AT THE JAIL, AS AGENDAED BY THE GRANTS WRITER.
13. THE BOARD TO CONSIDER APPROVAL OF THE TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE AGREEMENT AND ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY HANK EVANS, PUBLIC WORKS DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

14. THE BOARD TO CONSIDER APPROVAL OF REVISED BOARD CALENDAR FOR THE REMAINDER OF THE 2021/2022 YEAR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER APPROVAL OF DRAFT ECONOMIC INCENTIVE TAX EXEMPTION SCORING MATRIX, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
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 MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Request for Transfer for 2% Tourism Development Reserves



MEETING DATE REQUESTED:

11/01/2022

Statement of Issue:

2021/2022

The Board to consider approval of transfer of funds from 2% Tourism Development Reserves to Tourist Development – Contractual Services (Special Event Expenses) to reimburse the Chamber of Commerce for Duke Energy repairs made at Forest Capital Park that were completed in fiscal year 2021. Reimbursement was not received by County Finance in time to be reimbursement in the 2021 fiscal year.

Recommended Action:

approval of transfer and payment of reimbursement request

Fiscal Impact:

\$10,306.12

Budgeted Expense:

NO

Submitted By:

Dannielle Welch, County Finance Director

Contact:

**838-3506, ext. 122
dwelch@taylorclerk.com**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: n/a

Options:

approve transfer and payment

Attachments:

reimbursement request



Invoice Approval Notification

TO: Danielle Welch, County Finance Director

FROM: Dawn Perez, TDC Administrator

DATE: 01/10/22

Vendor Name: Perry-Taylor County Chamber of Commerce

Vendor Address: PO Box 892 Perry, FL 32348

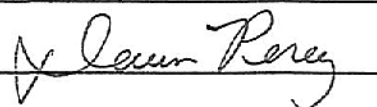
Invoice Amount: \$10,306.12

Charge To: Tourist Development 1302

Account Name: 53401 Contractual Services
(Special Event Expenses)

Invoice Approved By: Tourist Development Council

Date Approved: 1-10-22

Signature: 

RECEIVED

01/10/22

CAROLYN L. LEE
CLERK OF THE BOARD
TAYLOR COUNTY, FLORIDA

Purpose of Expenditure:

Reimburse for Duke Energy repairs at Forest Capital Park.

"share the real Florida adventure"

TAYLOR COUNTY TOURISM DEVELOPMENT COUNCIL

PO Box 892 Perry, FL 32348

Office 850-584-5366 Fax: 850-584-8030

Rec'd 4/27/2022
5/2/2022 OK to pay
Dawanda Demerton

hold -
FY closed
audit
complete
Daw

**Taylor County
Board of County Commissioners
Request For Budget Transfer**

DEPARTMENT NAME: _____

SIGNATURE OF DEPARTMENT HEAD: _____

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$	10,306.12	FROM	59922 Sinking Fund	1310 Account Reserve
		TO	53401-Contractual Services	1302-Tourist Development
REASON: Duke Energy Repairs-Approved		ONE TIME ONLY		Duke Energy Repairs – Forest Capital Park

New transformers were needed to handle the growth of special events at Forest Capital Park

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$		FROM		
		TO		
REASON:				

	AMOUNT		ACCOUNT NO.	ACCOUNTS NAME
\$		FROM		
		TO		
REASON:				

THIS REQUEST (APPROVED) (DENIED) BY TAYLOR COUNTY COMMISSIONERS THIS

_____ DAY OF _____,

_____, CHAIRMAN

1.1.2022
CARRIE COLES
CLERK OF BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

Perry-Taylor County Chamber of Commerce

PO Box 892 Perry, FL 32348

850-584-5366

Fax: 850-584-8030

taylorchamber@gtcom.net

INVOICE NO: 21-22-2007

DATE: January 10, 2022

To: **Accounts Payable**
Tourism Development Council

From: Perry-Taylor County Chamber
PO Box 892 Perry, FL 32348

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Reimburse Chamber for repairs made by Duke Energy at Forest Capital Park (New Transformers)	\$10,306.12	\$10,306.12
SUBTOTAL			\$10,306.12
SALES TAX			-0-
SHIPPING & HANDLING			-0-
TOTAL DUE			\$10,306.12

Make all checks payable to: Perry-Taylor County Chamber of Commerce

THANK YOU FOR YOUR BUSINESS

PERMIT TO COPY
FOR OFFICIAL USE ONLY

NOV 12 2021

OFFICE OF THE
CLERK OF THE
TAYLOR COUNTY, FLORIDA

**PERRY-TAYLOR COUNTY
CHAMBER OF COMMERCE**
OPERATING ACCOUNT
850-584-5366
428 NORTH JEFFERSON STREET
PERRY, FL 32347

11/10/2021

PAY TO THE
ORDER OF Duke Energy

\$ **10,306.12

Ten Thousand Three Hundred Six and 12/100***** DOLLARS

Duke Energy
PO Box 1004
CHARLOTTE, NC 28201-1004

MEMO

TDC - Park Updates (FC Park) INV#F4225303002

[Signature]
AUTHORIZED SIGNATURE

⑈011723⑈ ⑆063100688⑆7479104701⑈

PERRY-TAYLOR COUNTY

CHAMBER OF COMMERCE

11723

Duke Energy

11/10/2021

Park Updates - Electrical - FC Park INV#4225303002

10,306.12

Capital City Bank

TDC - Park Updates (FC Park) INV#F42253030

10,306.12

PERRY-TAYLOR COUNTY

CHAMBER OF COMMERCE

11723

Duke Energy

11/10/2021

Park Updates - Electrical - FC Park INV#4225303002

10,306.12

RECEIVED
NOV 22 2021
GARY KNOWLES
CLERK OF THE COUNTY
TAYLOR COUNTY, FLORIDA

Capital City Bank

TDC - Park Updates (FC Park) INV#F42253030

10,306.12



INVOICE

Invoice: F4225303002
Invoice Date: 9/10/2021
Page: 1 of 1

Email sent to customer on 09/10/2021

Bill to: TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
201 E GREEN ST
PERRY FL 32347

Customer ID: 000227898
PO / Contract No:
Payment Terms: Net 30
Due Date: 10/10/2021

Amount Due: \$10,306.12

Invoice for work or services performed at: 105 FOREST PARK DR COOK SHED 2
PERRY FL

For questions about your invoice, please contact Jeffrey Monds at 850 253-3031

Line	Date of Charge	Description	Net Amount
1	09/09/2021	Customer contribution	\$10,306.12
Amount Due:			<u>\$10,306.12</u>

PAID
9/10/2021
GARY KNOX
CLERK OF THE COUNTY
TAYLOR COUNTY, FLORIDA

To pay electronically, please allow 24 hours from the time this invoice is received and use website <https://www.e-billexpress.com/ebpp/DukeEnergy>. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

Please detach and return with your payment. Please indicate invoice number on check.

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 602880
Charlotte NC 28260-2880

ACH Instructions:

Wells Fargo - Florida
121000248
Duke Energy
002062640508238

Invoice Number: F4225303002

Corporation Code: 50226

Please Pay By: 10/10/2021

Customer ID: 000227898

Total Amount Due: \$10,306.12

Fed Tax ID # 56-2155481

TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS
TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS
201 E GREEN ST
PERRY FL 32347

Amount Enclosed



1806343232353330333030320000000010306124

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: Lease of Forest Capital Hall for Upward Sports



MEETING DATE REQUESTED: November 1, 2022

Statement of Issue: The board to consider approval of request to renew lease with First Baptist Church of Perry for the use of Forest Capital Hall for the term of November 14, 2022 to February 18, 2023.

Recommended Action: Approve lease

Fiscal Impact: \$750 revenue from lease

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Upward League has been operating out of Forest Capital Hall for the past 15 years and serves an average of 150 children per season.

Options:

Attachments: Request from Scott Bembry, League Director
Lease



UPWARD BASKETBALL SPORTS

FIRST BAPTIST CHURCH OF PERRY
102 N CENTER STREET
PERRY, FLORIDA 32347
(850) 584-7066

Taylor County Board of County Commissioners
Office of the County Administrator
102 E Green St
Perry, FL 32347

Dear Mrs. Pemberton

We respectfully request approval for the use of the Forest Capital Hall to provide community wide children's basketball league. This league promotes equal playing time and welcomes all children ages Kindergarten through Eighth Grade from our community. This will be our Sixteenth season and we have averaged around 150 children the last Fifteen years. We have provided positive role models and leadership while promoting affirmative sportsmanship. Our motto is Play with Purpose and we work diligently to insure every child and family has a positive and rewarding experience. We are extremely grateful for your support and we enjoy working with your staff in utilizing your facility to provide recreation to this age group. We are requesting use for practices and games from January 1st, 2023 to February 18th 2023. Thank you for your cooperation and for all you do to make this possible. Please see the attached safety plan.

Sincerely,

Scott Bembry 584-8278
League Director

LEASE OF FOREST CAPITAL HALL

1. This Lease is made and executed this ____ day of _____, 2022, by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, Post Office Box 620, Perry, Florida 32348, hereinafter called Lessor and the FIRST BAPTIST CHURCH, 102 North Center Street, Perry, Florida 32347, hereinafter called "Lessee".
2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the following described space: Forest Capital Hall.
3. The said space is leased for a term from November 14, 2022 to February 18, 2023.
4. The rent shall be \$750.00 for the above term.
5. Lessee shall use and occupy the premises for the youth basketball league in Taylor County, Florida. Lessor represents that the premises may lawfully be used for such purpose.
6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.
7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.
8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises.
9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.
10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.
11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.

12. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of Forest Capital Hall.

13. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

14. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.

15. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.

16. Lessee will provide to the Lessor a statement of liability from their insurance carrier and shall indemnify the Lessor, its agents, employees from any liability as a result of the use of the premises Forest Capital Hall, and the Lessee shall require each parent or guardian to sign a hold harmless and waiver of liability for each child that participates in the basketball league.

LESSOR:

LESSEE:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

FIRST BAPTIST CHURCH

STATE OF FLORIDA
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Lawanda Pemberton, as County Administrator, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF TAYLOR

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

Witness my hand and official seal this _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to ratify the signature of the County Administrator on the Annual Certified Budget for Anthropod Control.



MEETING DATE REQUESTED:

11/1/2022

Statement of Issue: To ratify signature on the Annual Certified Budget for Mosquito Control.

Recommended Action: Ratify the County Administrator's signature.

Fiscal Impact: \$48,998 in State grant funding.

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: .

Options:

Attachments: Annual Certified Budget



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
ANNUAL CERTIFIED BUDGET FOR ARTHROPOD CONTROL

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E

NICOLE "NIKKI" FRIED

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7911; Fax (850) 617-7939

COUNTY OR DISTRICT: Taylor

FISCAL YEAR: OCTOBER 1, 2022 TO SEPTEMBER 30, 2023

RECEIPTS

ACCT NO	DESCRIPTION	LOCAL	STATE	TOTAL
311	Ad Valorem (Current/Delinquent)	\$77,747.00	\$0.00	\$77,747.00
334.1	State Grant	\$0.00	\$38,892.42	\$38,892.42
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$77,747.00	\$38,892.42	\$116,639.42
BEGINNING FUND BALANCE		\$0.00	\$10,105.58	\$10,105.58
TOTAL BUDGETARY RECEIPTS AND BALANCES		\$77,747.00	\$48,998.00	\$126,745.00

EXPENDITURES

ACCT NO	Uniform Accounting System Transaction	LOCAL	STATE	TOTAL
10	Personal Services	\$30,762.00	\$24,170.00	\$54,932.00
20	Personal Services Benefits	\$7,193.00	\$11,419.00	\$18,612.00
30	Operating Expense	\$925.00	\$0.00	\$925.00
40	Travel & Per Diem	\$800.00	\$0.00	\$800.00
41	Communication Serv	\$775.00	\$0.00	\$775.00
42	Freight Services	\$0.00	\$0.00	\$0.00
43	Utility Service	\$275.00	\$0.00	\$275.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$1,398.00	\$0.00	\$1,398.00
46	Repairs & Maintenance	\$1,425.00	\$0.00	\$1,425.00
47	Printing and Binding	\$500.00	\$0.00	\$500.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$0.00	\$0.00	\$0.00
51	Office Supplies	\$580.00	\$0.00	\$580.00
52.1	Gasoline/Oil/Lube	\$9,750.00	\$0.00	\$9,750.00
52.2	Chemicals	\$19,464.00	\$12,409.00	\$31,873.00
52.3	Protective Clothing	\$200.00	\$0.00	\$200.00
52.4	Misc. Supplies	\$3,000.00	\$1,000.00	\$4,000.00
52.5	Tools & Implements	\$0.00	\$0.00	\$0.00
54	Publications & Dues	\$200.00	\$0.00	\$200.00
55	Training	\$500.00	\$0.00	\$500.00
60	Capital Outlay	\$0.00	\$0.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
Other	Please Select Other Accounting Code	\$0.00	\$0.00	\$0.00
TOTAL BUDGET AND CHANGES		\$77,747.00	\$48,998.00	\$126,745.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	\$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$77,747.00	\$48,998.00	\$126,745.00
ENDING FUND BALANCE		\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this 19th day of September, 2022
SIGNED: Savandra Femi DATE: October 26, 2022
Chairman of the Board, or Clerk of Circuit Court County Administrator

APPROVED: Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: _____ DATE: _____, 20____

FDACS Mosquito Control Program Representative

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify the Chairman's signature on the Federal Aviation Administration (FAA) Grant Offer (AIP No. 3-12-0064-019-2022) for the Perry-Foley Airport's Wildlife Hazard Management Assessment & Plan in the amount of \$85,500.

MEETING DATE REQUESTED:

November 1, 2022

Statement of Issue: The Board to ratify the Chairman's signature on the FAA Grant Offer (AIP NO. 3-12-0064-019-2022) in the amount of \$85,500 for the Perry- Foley Airport's Wildlife Hazard Management Assessment & Plan.

Recommended Action: Ratify the Chairman's signature on the FAA Grant Offer.

Fiscal Impact: The Grant Agreement is in the amount of \$85,500. The project has an estimated cost of \$95,000. The County received and executed an FDOT Grant Agreement on August 16, 2022 in the amount of \$9,500 funding the remainder of the project. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI) program. No match will be provided by the County.

Budgeted Expense: Y/N Budgets have been prepared and submitted to the Finance Director. There is no match required for this grant.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Perry-Foley Airport's Wildlife Hazard Management Assessment & Plan has an estimated cost of \$95,000. The County has received and executed an FDOT grant in the amount of \$9,500 which will fund the remainder of the project. The project is 100% grant funded. The grant funds are to be expended by September 30, 2025.

Attachments: FAA Grant Offer for the Airport Improvement Program (AIP) Project NO. 3-12-0064-019-2022.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL-ADO
8427 South Park Circle
Suite 524
Orlando, FL 32819

June 22, 2022

Mr. Thomas Demps
Chairman
Taylor County Board of County Commissioners
Perry-Foley Airport
108 N Jefferson St.
Perry, Florida 32347

Dear Mr. Demps:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0064-019-2022 at Perry-Foley Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the same day or after the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 20, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 Rebecca Henry Harper (Jun 22, 2022 4:32 EDT)

Rebecca Henry Harper
 Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 22, 2022
Airport/Planning Area	Perry-Foley Airport
FY2022 AIP Grant Number	3-12-0064-019-2022
Unique Entity Identifier	REHMLLBHALS6

TO: Taylor County Board of County Commissioners

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 6, 2022, for a grant of Federal funds for a project at or associated with the Perry-Foley Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Perry-Foley Airport (herein called the "Project") consisting of the following:

Airport Wildlife Hazard Management Program

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division I); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$85,500.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 85,500 for planning

\$ 0 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 20, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. **Requirement for System for Award Management (SAM):** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. **Unique entity identifier (UEI)** means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 15, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals
 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
 3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Rebecca Henry Harper
Rebecca Henry Harper (Jun 22, 2022 8:32 EDT)
(Signature)

Rebecca Henry Harper
(Typed Name)

Acting Manager
(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated June 27, 2022

Taylor County Board of County Commissioners

(Name of Sponsor)

Thomas Demps

Thomas Demps (Jun 27, 2022 19:03 EDT)

(Signature of Sponsor's Authorized Official)

By: Thomas Demps

(Typed Name of Sponsor's Authorized Official)

Title: Chairperson

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Conrad C. Bishop, Jr.

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at June 28, 2022

Conrad C. Bishop, Jr.
 By: Conrad C. Bishop, Jr. (Jun 28, 2022 15:32 EDT)
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 — Equal Employment Opportunity¹
- b. Executive Order 11990 — Protection of Wetlands

- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantaged Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents,

papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such

airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Taylor County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 6, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF SELECTION AND NEGOTIATION WITH SHORT-LISTED FIRMS FOR PROFESSIONAL SURVEYING SERVICES FOR THE HODGE'S PARK REDEVELOPMENT PROJECT.

MEETING DATE REQUESTED:

November 1, 2022

Statement of Issue: The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Surveying be solicited as a Request for Qualifications for those projects that will meet or exceed specified thresholds within the statute.

Recommended Action: The Board should approve the proposed short-list and further approve the Selection Committee to begin negotiations and subsequent award with the top firm to provide Professional Surveying Services.

Fiscal Impact: EXPECTED TO BE 4~8% OF PROJECT COST BASIS

Budgeted Expense: YES

Submitted By: ENGINEERING DEPARTMENT **Contact:** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Surveying be solicited as a Request for Qualifications for those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, Staff advertised a Request for Qualifications for the Hodges Park Redevelopment Project Surveying Services. The Board received responses from two (2) firms on October 18, 2022, and appointed a Selection Committee to review their responsiveness.

The RFQ solicitation package identified the submission criteria, evaluation criteria and scope of services for the successful firm(s). The Selection Committee members individually reviewed all packages submitted and then averaged scores to assemble a short-list of those firms that offered the most responsive proposals. Staff recommends that the Board approve the proposed short-list and further approve the Selection Committee to begin negotiations with the top firm to provide the requested Professional Surveying Services. Given the expectation of a project cost falling short of our purchasing policy bidding threshold, once negotiations are completed, Staff will move forward with project award and subsequent Purchase Requisition approval(s).

Options:

- 1) Approve the proposed short-list and further approve the Selection Committee to begin negotiations and subsequent award with the top firm to provide Professional Surveying Services for the Hodges Park Redevelopment project.
- 2) Revise the proposed short-list and further approve the Selection Committee to begin negotiations and subsequent award with the top firm.
- 3) Reject the proposed recommendation and state reasons for denial.

Attachments:

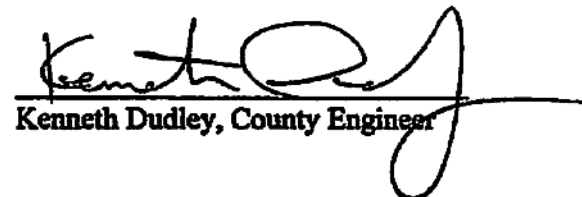
Selection Committee Evaluation

Surveying Services SOQ Evaluation									
Firm Name	RFQ Understanding	Personnel & Firm Location	Workload	Accomplishments, Viability, Firm's Reputation/ Abilities/Certifications/ Estimate/Cost Success	Project Familiarity & Past Experience	Deliverable and Budget Compliance	Project Oversight & Management Capability	Total	
	10 Pts	10 pts	10 pts	25 Pts	20 Pts	15 Pts	10 Pts	100 Pts	Rank
CHW Professional Consultants	10.0	9.7	9.3	21.7	19.3	14.7	9.3	94.0	1
North Florida Professionals	9.5	9.0	8.0	20.7	15.3	14.7	9.0	86.2	2

Selection Committee Members:


Hank Evans, Public Works Director


Jami Evans, Grants Coordinator


Kenneth Dudley, County Engineer

The Selection Committee Members hereby agree that the information presented in this tabulation accurately represents the information submitted. We further agree that the firms have been ranked accordingly for consideration by the Board of County Commissioners for award of services.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to receive Statement of Qualifications (SOQ) for Airport Continuing Professional Engineering and Consultant Services at Perry-Foley Airport at 6:00 PM or as soon as possible thereafter.

MEETING DATE REQUESTED:

November 1, 2022

Statement of Issue: Board to receive SOQ(s) for engineering and consultant services at Perry-Foley Airport.

Recommended Action: Receive SOQ(s).

Fiscal Impact: The Federal Aviation Administration (FAA) requires the County to have a consulting firm under contract for professional, engineering, planning, design and construction management services to be eligible for funding assistance from FAA. The Consultant is 100% paid by grant funds obtained from FAA and Florida Department of Transportation (FDOT) Aviation Division.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County's current consultant and engineering contract for Perry-Foley Airport (AVCON, Inc.) expires in December 2022. The County is required by FAA and FDOT Aviation as well as the County's own policies to competitively solicit and procure a qualified consulting and engineering firm. FAA requires the County to solicit firms at least once every five years. The County has normally executed a three year contract with 2 one year extensions for the airport consultant/engineer. The Review Committee will be: Ward Ketring, LaWanda Pemberton, Jami Evans, and Melody Cox. The Review Committee will make a recommendation to the Board at the November 15, 2022 meeting.

Attachments: Not Applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss the FDEO Rebuild Florida CDBG Mitigation (CDBG-MIT) grant budget shortfall in the amount of \$30,904 for the purchase and installation of an affixed generator at the jail.

MEETING DATE REQUESTED:

November 1, 2022

Statement of Issue:

The County was awarded a grant in the amount of \$289,300 for the purchase and installation of an affixed generator at the jail. The Board approved the grant agreement for the project October 4, 2021. FDEO required a complete environmental study and tribal approval as the new generator will not be in the exact footprint of the existing generator. The County now has approval from FDEO to purchase and install the generator and the cost of the generator has increased to \$320,204. If the County chooses to move forward with the project, the County will be required to fund the increased cost of \$30,904.

Recommended Action:

Board to discuss and decide course of action. The Board has the option to fund the increased cost of \$30,904 or not move forward with the project.

Fiscal Impact:

The County will be required to provide the increased cost of the generator project in the amount of \$30,904. The County Administrator has discussed the budget shortfall with Marty Tompkins with the Sheriff's Department and he has indicated the Sheriff's Department does not have the funding available for the budget shortfall.

Budgeted Expense: Y/N

The shortfall in the amount of \$30,904 is not budgeted at this time.

Submitted By:

Melody Cox, Grants Writer

Contact:

Melody Cox and Jami Evans

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board approved submitting application to the FDEO Rebuild Florida CDBG-MIT grant program May 4, 2020 for the purchase and installation of an affixed generator at the jail on behalf of the Sheriff's Department. This program

was available to counties which had been impacted by Hurricanes Irma and Hermine. The grant funds could only be used to "harden" and protect critical facilities to remain operational in a future weather or disaster related event. The Board approved and executed the grant agreement October 4, 2021. As the new generator will not be in the exact footprint of the existing generator as it is larger and will keep the entire facility operational, FDEO required a complete environmental study and tribal approval. The study had a cost of \$4,500 which was funded by the Grants Department entire Professional Services budget for FY 2021-2022. The County has the approval to move forward with the purchase and installation of the generator and due to cost increases over the past two years, there is currently a budget shortfall of \$30,904. The County Administrator has contacted the Sheriff's Department in reference to the shortfall and Marty Tompkins has indicated the Sheriff's Department does not have funds available for the project. The lowest quotes obtained for the generator and installation thereof is \$320,204 which is state contract pricing. The Board has the option to fund the budget shortfall or not move forward with the grant project.

Attachments:

Not Applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of draft traffic signal and flashing beacon maintenance agreement and authorizing resolution.



MEETING DATE REQUESTED:

November 01, 2022

Statement of Issue: The Florida Department of Transportation requires an updated agreement and authorizing resolution for the 2023 fiscal year.

Recommended Action: Approve/Adopt

Fiscal Impact:

Budgeted Expense:

Submitted By: Hank Evans, Public Works Director

Contact: 850-838-3528

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County performs maintenance on Florida Department of Transportation (FDOT) designated traffic signals and flashing beacons. FDOT requires an updated agreement and authorizing resolution annually for reimbursement to the County for services rendered.

Options: Approve/Deny

Attachments: Agreement

Authorizing Resolution

RESOLUTION N/A

A RESOLUTION AUTHORIZING THE EXECUTION OF A TRAFFIC SIGNAL AND FLASHING BEACON MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND TAYLOR COUNTY.

Upon a motion of Commissioner _____ and second by Commissioner _____, the following resolution was adopted.

WHEREAS, Taylor County Board of County Commissioners deems it in the public interest to provide for the maintenance and operation of certain traffic signals and flashing beacons along the State Highway System within Taylor County, and to enter into the attached agreement with the State of Florida Department of Transportation.

NOW THEREFORE BE IT RESOLVED THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS:

1. Concurs in the provisions of that certain agreement pertaining to the design, installation, maintenance and operation of traffic signals, flashing beacons, or signal systems along the State Highway System as identified in the approved "request order" as provided under the agreement.
2. Authorizes the Chairperson of the Board to legally acknowledge and approve for the Maintaining Agency lists of signalized intersections and equipment which are contained in any "request orders" from the Department of Transportation as provided for under this agreement.
3. Authorizes the said agreement to be executed by a legally designated officer of the Maintaining Agency.

DULY ADOPTED in regular session this 1st day of November, 2022.

SEAL

Thomas Demps
Chair, Board of County Commissioners
Taylor County, Florida

ATTEST:

Gary Knowles, Clerk
Taylor County, Florida

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk of Court
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

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

INVOICE

201 E. Green St.
Perry, FL 32347
Phone: 850-838-3500 Fax: 850-838-3501

DATE: 9/22/22
INVOICES: 2022-CA-101
FOR: Traffic Signal Maintenance

Bill To:
Florida Department of Transportation
Metric Engineering
Attn: Trey Butler, E.I.
11760 Marco Beach Drive, Suite 1
Jacksonville, FL 32224

Invoice For: Traffic Signal Maintenance and Compensation Agreement for Maintenance Work

Performed During Fiscal Year July 1, 2022 – June 30, 2023 (See Attached Exhibit A for FY 2022-2023)

DESCRIPTION	AMOUNT
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Traffic Signal Maintenance and Compensation Agreement Maintenance Work Performed During Fiscal Year July 1, 2022 – June 30, 2023 (See Attached Exhibit A-FY 2022-2023)	\$9,764.00
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I hereby certify that the traffic signals identified in Exhibit A FY 22/23 were maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

LaWanda Pemberton
County Administrator
201 East Green St. Perry, FL 32347
LPemberton@taylorcountygov.com
850-838-3500 Ext. 6

\$9,764.00

Make all checks payable to Taylor County Board of County Commissioners If you have any questions concerning the invoice, please contact Brenda Baumgardner, (850)838-3528 road.manager@taylorcountygov.com

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
 TRAFFIC OPERATIONS
 08/16

Reimbursement for Maintenance and Operation

Exhibit A

**Compensation for Maintaining Traffic Signals and Devices for FY
 2023**

Effective Date: from 07/01/2022 to 06/30/2023

TAYLOR COUNTY

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR20/30, (US 19/27) at CR 359A WRIGHT/SLAUGHTER ROAD			\$922								\$922
SR30 at 270' EAST OF AUCILLA LANDING RD.							\$370				\$370
SR30 at 180' WEST OF AUCILLA LANDING RD.							\$370				\$370
SR30 at WEST SIDE OF AUCILLA BRIDGE							\$370				\$370
SR30 at 1800' EAST OF AUCILLA LANDING RD.							\$370				\$370

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
06/16

Reimbursement for Maintenance and Operation

Exhibit A

**Compensation for Maintaining Traffic Signals and Devices for FY
2023**

**Effective Date: from 07/01/2022 to 06/30/2023
TAYLOR COUNTY**

* Amount paid shall be the Total Lump Sum(*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$9,764.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24
TRAFFIC OPERATIONS
08/16
Page 1 of 1

CONTRACT NO. ARV42
FINANCIAL PROJECT NO. 41352818805
F.E.I.D. NO. F596000879004
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Taylor County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Taylor County, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

13-A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

A RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS NOVEMBER 7, 2022 - NOVEMBER 13, 2022.



MEETING DATE REQUESTED:

November 1, 2022

Statement of Issue: The Board to consider adoption of Resolution supporting Operation Green Light for Veterans November 7, 2022 – November 13, 2022 and media release.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: No

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 Ext 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County along with the nation's 3,069 counties, parishes and boroughs have been invited to join Operation Green Light and show support for Veterans by lighting our buildings green during the week of Veterans Day, November 7, 2022 – November 13, 2022. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

Options: Approve/Deny

Attachments: Flier
Resolution
Media Release

A RESOLUTION

Supporting Operation Green Light for Veterans

WHEREAS, the residents of Taylor County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Taylor County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Taylor County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted;

Therefore be it RESOLVED, with designation as a Green Light for Veterans County, the Taylor County Board of County Commissioners hereby declares from

November 7, 2022 -- November 13, 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service;

Therefore, be it further RESOLVED, that in observance of Operation Green Light, the Taylor County Board of County Commissioners encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
THOMAS DEMPS, Chairperson

ATTEST:

GARY KNOWLES, Clerk

JOIN OPERATION GREEN LIGHT FOR VETERANS



America's counties have a long and proud history of serving our nation's veterans, a legacy that continues to this day as we work with our federal, state and local partners to ensure that the former service members in our communities have access to the resources they need to thrive.

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) invite the nation's 3,069 counties, parishes and boroughs to **join Operation Green Light and show support for veterans by lighting our buildings green from November 7 to November 13**. By shining a green light, county governments and our residents will let veterans know that they are seen, appreciated and supported.

HOW TO JOIN

- Visit www.naco.org/operationgreenlight to access the Operation Greenlight for Veterans County Toolkit.
- Use the County Toolkit template to pass a resolution declaring your county's participation in Operation Green Light for Veterans.
- Coordinate with your county Director of Facilities or Building & Grounds to light municipal buildings in green. Options include using projections, flood lights or wrapping existing lights with a clear green membrane.
- Use the templates and social media resources in the County Toolkit to promote the campaign to local press, businesses, county residents and Members of Congress.
- Upload details about your county's participation through the form included in the County Toolkit.
- Individuals, businesses and community partners can also show support by turning on a green light from November 7 to November 13!

Scan the QR code to learn more about
Operation Green Light for Veterans



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS TO LAUNCH 'OPERATION GREEN LIGHT' IN SUPPORT OF LOCAL VETERANS

In advance of the upcoming Veterans Day holiday, Taylor County announced that county buildings would be illuminated green November 7th through the 13th as part of Operation Green Light, a new national collaborative initiative of the National Association of Counties (NACo) to support military veterans, as well as raise awareness about the unique challenges faced by many veterans and the resources that are available at the county, state, and federal level to assist veterans and their families.

The new national collaborative is spearheaded by the National Association of Counties and the National Association of County Veteran Service Officers, building upon the successful efforts of the New York State Association of Counties and the NYS County Veteran Service Officers' Association in 2021.

Since the tragedy of September 11, 2001, our nation's voluntary military force members, and their families, have made immense sacrifices for our safety and security over a two-decade period. Similar to the sacrifices of previous generations of our armed forces, this service to country also often results in significant stress to many of the veterans who served in times of war and conflict. We want to make sure our veterans and their families know that their service mattered, that we are grateful for their sacrifices, and that it is now our turn to make sure they are served by their county government and our community.

In addition to lighting county buildings, residents and businesses are encouraged to participate by simply changing one light bulb in their house to a green bulb. This can be an exterior light that neighbors and passersby see, or an interior light that sparks a conversation with friends.

By shining a green light, we let our veterans know that they are seen, appreciated, and supported. While this event is focused around the week of Veterans Day (November 7th - 13th), participants are encouraged to continue shining the light year-round. Residents can share their participation on social media using the hashtag #OperationGreenLight.

"Operation Green Light is a simple way to express our collective appreciation for the public service of our veterans," said NACo President Denise Winfrey. "We encourage everyone to join us in displaying a green light for our veterans and to also reflect on how we, as a nation and at the county level, assist our military service personal back into civilian life upon completion of their service to our country."

Visit naco.org/operationgreenlight or www.taylorcountygov.com for more information and links to resources available to veterans.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: THE BOARD TO CONSIDER APPROVAL OF REVISED BOARD CALENDAR



MEETING DATE REQUESTED: NOVEMBER 1, 2022

Statement of Issue: TO SET MEETING DATES AND TIMES FOR THE REMAINDER OF THE CALENDAR YEAR.

Recommended Action: APPROVE/NOT APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: DRAFT CALENDAR



JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

GARY KNOWLES, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
(850) 838-3549 Fax

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

Board Calendar for Fiscal Year 2022

PROPOSED BOARD MEETING DATES

1st meeting of the month - 6:00 P.M.
2nd meeting of the month - 9:00 A.M.

December 6, 2021
January 3, 2022 and January 18, 2022
February 7, 2022 and February 15, 2022

March 7, 2022 and March 22, 2022
April 4, 2022 and April 19, 2022
May 2, 2022 and May 17, 2022
June 6, 2022 and June 21, 2022
July 11, 2022 and July 19, 2022
August 1, 2022 and August 16, 2022
September 6, 2022 and September 20, 2022
October 3, 2022 and October 18, 2022
November 1, 2022 and November 28, 2022
(Both November meetings at 6:00 pm)
December 5, 2022 and December 19, 2022
(Both December meetings at 6:00pm)

PROPOSED SPECIAL MEETING DATES AND TIMES

February 22, 2022 – 9:00am - Prior to Workshop
June 28, 2022 – Prior to Workshop

HOLIDAYS

Christmas Eve and Day 2021
New Year's Day 2022
Martin Luther King Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays
Christmas Eve and Day

PROPOSED BOARD WORKSHOP DATES

All workshops - 6:00 P.M.

December - No workshop scheduled
January 25, 2022
February 22, 2022 - To follow 9:00am
Special Meeting
March 29, 2022
April 26, 2022
May 24, 2022
June 28, 2022 - To follow Special Meeting
July 26, 2022
August 30, 2022
September 27, 2022
October 25, 2022

November-No Workshop scheduled
December-No workshop scheduled

DATE OBSERVED

December 23 (Thurs) and December 24 (Fri)
December 31 (Fri)
January 17 (Mon)
April 15 (Fri)
May 30 (Mon)
July 4 (Mon)
September 5 (Mon)
November 11 (Fri)
November 24 (Thurs) November 25 (Fri)
December 23 (Fri) and December 26 (Mon)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF DRAFT ECONOMIC INCENTIVE TAX EXEMPTION SCORING MATRIX.



MEETING DATE REQUESTED:

November 1, 2022

Statement of Issue: TO ALLOW FOR SCORING OF ECONOMIC INCENTIVE TAX EXEMPTION APPLICATIONS.

Recommended Action: APPROVE

Fiscal Impact: TBD

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: PER TAYLOR COUNTY CODE 70-42 THROUGH 70-42 THE BOARD OF COUNTY COMMISSIONERS MAY GRANT AD VALOREM TAX EXEMPTION TO ELIGIBLE BUSINESSES. PER COUNTY CODE THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) DIRECTOR, OR HIS/HER DESIGNEE SHALL PRESCREEN THE APPLICATION, AND AFTER REVIEW BY THE PROPERTY APPRAISER, PRESENT TO THE TCDA BOARD FOR CONSIDERATION. THE TCDA THEN "RECOMMENDS TO THE BOARD OF COUNTY COMMISSIONERS APPROVAL OR DENIAL OF THE APPLICATION (WITH OR WITHOUT CONDITIONS) AND THE DEGREE AND LENGTH OF THE EXEMPTION IF APPROVAL IS RECOMMENDED".

THE BOARD DISCUSSED THE POTENTIAL OF SCORING/RANKING APPLICATIONS FOR TAX EXEMPTION DURING THE APRIL 26, 2022 BOARD WORKSHOP AND REQUESTED THAT THE COUNTY ADMINISTRATOR BRING A DRAFT MATRIX BACK TO THE BOARD FOR CONSIDERATION. AFTER DISCUSSION WITH THE TCDA ATTORNEY, THE ATTACHED MATRIX WAS DEVELOPED, WHICH TAKES INTO CONSIDERATION THE AMOUNT OF CAPITAL INVESTMENT, THE NUMBER OF JOBS TO BE ADDED, THE EXPECTED AVERAGE HOURLY WAGE OF EMPLOYEES, THE PHASE OF OPERATION AND THE PURCHASE OF TANGIBLE PROPERTY.

IF A SCORING MATRIX IS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS IT SHOULD BY UTILIZED BY THE TCDA WHEN MAKING A RECOMMENDATION TO THE BOARD OF COUNTY COMMISSIONERS. THE FINAL APPROVAL WOULD BY MADE BY THE BOARD'S DISCRETION.

Options: APPROVE/ NOT APPROVE OR APPROVE WITH REVISIONS

**Attachments: AD VALOREM TAX EXEMPTION CODIFED ORDINANCE
DRAFT SCORING MATRIX.**

TAYLOR COUNTY TAX ABATEMENT APPLICATION SCORING MATRIX

This matrix is only a recommendation guide.

Pursuant to Statute, the Board of County Commissioners retains discretion to award any or no abatement regardless of this matrix.

Applicant:		
Type of Tax Applicant Seeks Relief From	Select an Option	
Total Capital Investment	\$0.00	0
Number of Full Time Permanent Employees		0
Applicant's Expected Average Hourly Wage Rate		0
Phase of Operation	N/A	0
Tangible Property	N/A	0
TOTAL POINTS (MAX OF 18):		0

SCORING MATRIX OUTPUT:

Maximum Abatement of % for up to 0 years.

SCORING CATEGORIES AND PARAMETERS

<i>Type of Tax Applicant Seeks Relief From</i>		
	Real Property Ad Valorem	
	Tangible Personal Property	
	Real Property Ad Valorem & Tangible Personal Property	
<i>Total Capital Investment</i>		
Under \$1 million		1
\$1-5 million		3
Over \$5 million		5
<i>Number of Full Time Permanent Employees</i>		
25-50		1
50-100		3
Over 100		5
<i>Applicant's Expected Average Hourly Wage Rate</i>		
Less Than 50% Above Florida Minimum Wage		0
Greater Than 50% Above Florida Minimum Wage, But Less Than 100% Above Florida Minimum Wage		1
Greater Than 100% Above Florida Minimum Wage		3
<i>Phase of Operation</i>		
Pre Land Acquisition	Applicant has land under contract, or holds an option to purchase. Scoring should be contingent upon the Applicant taking ownership within 1 year of the date of the Applicant's approval.	5
Land Acquired	Applicant has acquired the land but has not yet broken ground. Approval should be contingent upon the Applicant obtaining the site plan approval and a development order within 18 months of the date of the Applicant's approval.	3
Construction in Progress/Complete	Applicant has acquired the land and has either broken ground on the project or construction is complete.	1
<i>Tangible Property</i>		
Pre purchase of Tangible Property	Approval should be contingent upon the Applicant purchasing said property within 1 year of the date of the Applicant's approval.	5
Tangible Personal Property Purchased	Applicant has already purchased the tangible personal property needed for a new or expanding business and is already fully committed to the business.	3
<i>Scoring Matrix Guide</i>		
Score of 0 to 5 yields a suggested abatement of 30% for 3 years.		
Score of 6 to 10 yields a suggested abatement of 50% for 5 years.		
Score of 11 to 15 yields a suggested abatement of 75% for 7 years.		
Score of 15 to 18 yields a suggested abatement of 100% for 10 years.		

ARTICLE II. - ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS

*Footnotes:**— (2) —**Cross reference— Businesses, ch. 18; economic incentive program, § 18-241 et seq.*

DIVISION 1. - GENERALLY

Sec. 70-31. - Short title.

This article shall be known as the "Economic Development Ad Valorem Tax Exemption Ordinance of the Taylor County Board of County Commissioners."

(Ord. No. 2009-08, § 1, 5-4-2009)

Sec. 70-32. - Authority.

The board of county commissioners is authorized and empowered to enact this article pursuant to Article VII, Section 3, of the Constitution of the State of Florida and F.S. § 196.1995. In a referendum duly held on January 29, 2008, the electorate of Taylor County authorized the board of county commissioners to grant economic development ad valorem tax exemptions.

(Ord. No. 2009-08, § 2, 5-4-2009)

Sec. 70-33. - Intent and purpose.

It is the intent and purpose of the board of county commissioners in enacting this article to facilitate and foster the following:

- (1) Provide an incentive to those new or expanded businesses which make a positive contribution to the economy of Taylor County in terms of new jobs and improvements to real and personal property;
- (2) Promote the economy by creating jobs in Taylor County in such a manner so as to not disadvantage existing businesses while recognizing that productive competition assists economic growth;
- (3) Enhance the quality of life for the residents of Taylor County by attracting new businesses or fostering expansion of existing businesses;
- (4) Provide incentives to certain eligible businesses (statutorily defined) of diverse industries having a positive impact on the economy of Taylor County;
- (5) Promote the public purpose of enhancing economic growth in Taylor County so as to benefit the county's corporate and residential citizens;
- (6) Provide an open, rational, nonarbitrary, nondiscriminatory basis by which the county commission may grant or deny economic development ad valorem tax exemptions, pursuant to the economic development goals of Taylor County; and
- (7) Grant economic development ad valorem tax exemptions in accordance with the factors and requirements of this article and to consider any other factors which could result in economic growth within Taylor County.

(Ord. No. 2009-08, § 3, 5-4-2009)

Sec. 70-34. - Discretion of board of county commissioners.

The board of county commissioners shall have the sole and absolute authority and discretion, as provided by law, to grant or deny economic development ad valorem tax exemptions pursuant to this article.

(Ord. No. 2009-08, § 4, 5-4-2009)

Sec. 70-35. - Eligible businesses.

The following businesses are eligible for consideration of the economic development ad valorem tax exemption pursuant to this article:

(1) New businesses which shall mean:

- a. A business establishing ten or more quality jobs to employ ten or more full-time employees in Taylor County, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- b. A business establishing 25 or more quality jobs to employ 25 or more full-time employees in Taylor County, the sales factor of which, as defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or
- c. An office space in Taylor County owned and used by a business newly domiciled in Taylor County; provided such office space houses 50 or more full-time employees of such business; provided that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.
- d. Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

(2) Expansion of an existing business, which shall mean:

- a. A business establishing ten or more quality jobs to employ ten or more full-time employees in Taylor County, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- b. A business establishing 25 or more quality jobs to employ 25 or more full-time employees in Taylor County, the sales factor of which, as defined by F.S. § 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site collocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than ten percent or an increase in productive output of not less than ten percent.
- c. Any business located in an enterprise zone that increases operations on a site collocated with a commercial or industrial operation owned by the same business.

(Ord. No. 2009-08, § 5, 5-4-2009)

Sec. 70-36. - Definitions.

The following words or phrases shall have the meanings ascribed to them, unless the context clearly indicates otherwise:

Applicant means any person, firm, partnership, corporation, or other business entity or organization who files an application with the county commission seeking an economic development ad valorem tax exemption.

Commission means the Board of County Commissioners of Taylor County, Florida.

Economic development committee means the Taylor County Development Authority.

Enterprise zone means an area designated as an enterprise zone pursuant to F.S. § 290.0065.

Improvements means physical changes made to raw land, and structures placed on or under the land surface.

Sales factor generally means a fraction of which the numerator is the total sales of the taxpayer in the State of Florida during the taxable year or period and the denominator is the total sales of the taxpayer everywhere during the taxable year or period, pursuant to F.S. § 220.15(5).

Quality Job is defined by Taylor County Ordinance 2006-1, codified as § 18-241 et seq. of this Code.

(Ord. No. 2009-08, § 6, 5-4-2009)

Sec. 70-37. - Exemption established.

- (a) *Established.* There is hereby established an economic development ad valorem tax exemption. The exemption is a local, optional tax incentive for new and expanding businesses which may be granted or denied at the sole discretion of the commission.
- (b) *Effective date.* The exemptions shall not accrue to improvements to real property made by or for the use of new or expanding businesses when such improvements have been on the tax rolls prior to the effective date the specific ordinance granting the ad valorem tax exemptions to the business.
- (c) *Maximum exemption.* The commission, at its discretion, may exempt from ad valorem taxation up to 100 percent of the assessed value of all improvements to real property made by or for the use of a new business of all tangible personal property of such new business, or up to 100 percent of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate such expansion of an existing business.
- (d) *Replacement of property.* Property acquired to replace existing property shall not be considered to facilitate a business expansion and therefore, such replacement property, shall not be exempt from ad valorem taxation.
- (e) *Time period.* Any such exemption granted under this article shall remain in effect for up to ten years from the date of adoption of the ordinance granting the exemption.

The time period of the exemption shall be determined at the sole discretion of the commission, and nothing herein shall be construed as requiring the commission to grant an exemption for the ten-year maximum time period.

- (f) *Land not exempt.* No ad valorem tax exemption shall be granted for the land upon which new or expanded businesses are to be located. The sole intent of this article being to exempt from ad valorem taxation only certain improvements to real property and tangible personal property of new or expanded businesses.
- (g) *Applicable taxes.* The exemption shall apply only to taxes levied by the Taylor County Board of County Commissioners. The exemption shall not apply to taxes levied by the United States, State of Florida, school

district, water management district or any other taxing district, or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 and Section 12, Article VII of the Florida Constitution.

- (h) *Granted by article.* Any exemption granted under this article shall be by a separate duly adopted ordinance of the commission.

(Ord. No. 2009-08, § 7, 5-4-2009)

Sec. 70-38. - Application.

Any applicant desiring an economic development ad valorem tax exemption shall, on or before March 1 of the year in which the exemption is requested, file with the commission's designee, (Taylor County Development Authority) Form DR-418 prescribed by the Florida Department of Revenue, or any amendment or replacements thereto, and any supplemental form prescribed by the county (together referred to as "applicant"). The Application shall request that the commission adopt an ordinance granting the applicant an exemption pursuant to this article and shall include the following information:

- (1) The name and location of the new business or the expansion of an existing business;
- (2) A description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements;
- (3) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased;
- (4) Proof, to the satisfaction of the commission, that the applicant is a new business or an expansion of an existing business as defined in section 70-35.
- (5) The following information:
 - a. The anticipated number of employees of the business;
 - b. The expected numbers of employees of the business who will reside in Taylor County;
 - c. The average wage of the employees of the business;
 - d. The type of industry or business;
 - e. The environmental impact of the business;
 - f. The anticipated volume of business or production;
 - g. Whether relocation or expansion of the business would occur without the exemption;
 - h. Whether the business is/or will be located within an enterprise zone or redevelopment area;
 - i. The cost and demand for services or product produced by the business;
 - j. The source of supplies of the business and whether other businesses in the county will be used to meet the supply demands of the business.

The applicant desiring an economic development tax exemption shall show proof that all ad valorem taxes on the property, real or personal, have been paid for the year when this application has been made. If the applicant does not show proofs of the tax payments, the application shall be summarily denied.

(Ord. No. 2009-08, § 8, 5-4-2009; Ord. No. 2019-03, §§ 1, 2, 5-21-2019)

Sec. 70-39. - Application process.

Upon receipt of an application for the economic development ad valorem tax exemption, the application shall be reviewed in the following manner:

- (1) *Prescreening.* The Taylor County Development Authority (TCDA) Director, or his/her designee, shall review the application within ten days of submission to determine whether the application has satisfied all the requirements of section 70-38. Once the application is determined to be complete, the director shall schedule a meeting of the TCDA board of directors. The meeting shall be held within 30 days of determining the application is complete, or as soon as practical thereafter.
- (2) *Preliminary analysis.* No later than ten days prior to the Taylor County Development Authority (TCDA) board of directors meeting, the TCDA director shall prepare, in writing, a recommendation of the applicant's eligibility for an exemption and prepare an economic impact analysis of the application. The recommendation and analysis shall be forwarded to the TCDA board of directors immediately upon completion.
- (3) *Economic development committee review.* The TCDA board of directors shall review the application and the director's recommendation and analysis to determine whether the applicant is eligible for an exemption and shall recommend to the commission approval or denial of the application (with or without conditions), and the degree and length of the exemption if approval is recommended.
- (4) *Property appraiser review.* Upon receipt and careful review of the original application, the property appraiser shall report the following information to the commission within 30 days:
 - a. The total revenue available to the county for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;
 - b. Any revenue lost to the county for the current fiscal year by virtue of exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;
 - c. An estimate of the revenue which would be lost to the county during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation; and
 - d. A determination as to whether the property for which an exemption is requested is to be incorporated into a new business or the expansion of an existing business, or into neither, which determination the property appraiser shall also affix to the face of the application.
- (5) *Final review/adoption by commission.* Upon receipt of the property appraiser's report, the TCDA director shall schedule the application on the next available commission meeting. At that meeting, the commission shall consider the application, recommendation of the TCDA board of directors, recommendation and analysis of the TCDA director, and the property appraiser's report to determine whether or not to consider the adoption of an ordinance granting an economic development ad valorem tax exemption to the applicant. The ordinance, if adopted, shall be adopted in the same manner as any other ordinance of the county and shall include, at a minimum, the following:
 - a. The name and address of the new business or expansion of an existing business to which the exemption is granted;
 - b. The total amount of revenue available to the county from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the county for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect, and the estimated revenue loss to the county

- for the current fiscal year attributable to the exemption of the business named in the ordinance;
- c. The period of time for which the exemption will remain in effect and the expiration date of the exemption;
 - d. A finding that the business meets the definition of a new business or an expansion of an existing business as set forth in section 70-35; and
 - e. A statement that the exemption is subject to the terms and conditions of this article and/or other terms and conditions required by the commission.

(Ord. No. 2009-08, § 9, 5-4-2009)

Sec. 70-40. - Precedent non-binding.

Applications for exemptions shall be considered by the commission on a case-by-case basis, after consideration by commission of the recommendations of the TCDA board of directors, and the property appraisers report. No precedent shall be implied or inferred by the granting or denial of an exemption pursuant to this article.

(Ord. No. 2009-08, § 10, 5-4-2009)

Sec. 70-41. - All exemptions granted are conditional.

All exemptions granted pursuant to this article shall be conditioned upon the applicant maintaining the new business or the expansion of an existing business, as defined in section 70-35, for the duration of time in which the exemption was granted. In addition the application is conditioned upon the applicant submitting an annual report to the commission evidencing the satisfaction of this condition. The report shall be on a form adopted by the county. The report shall be received by the commission no later than January 31 of each year. The applicant shall also submit any other information or reports as the commission deems reasonably necessary for purposes of determining whether the applicant is complying with the terms, conditions, and intent and purpose of this article, the terms and conditions of the ordinance granting the exemption, and any representations made in the application process.

(Ord. No. 2009-08, § 11, 5-4-2009)

Sec. 70-42. - Revocation of exemption/recovery of funds.

The commission reserves the right to revoke by ordinance any economic development ad valorem tax exemption granted pursuant to this article if an applicant fails to comply with any term or condition set forth in this article or the ordinance granting the exemption. If an exemption is revoked, the commission may recover any ad valorem taxes previously exempted by this article. In addition, the county shall have the right to recover any and all costs and damages (including reasonable attorney fees) incurred in recovering ad valorem taxes from the applicant.

(Ord. No. 2009-08, § 12, 5-4-2009)

Secs. 70-43—70-60. - Reserved.

DIVISION 2. - AD VALOREM TAX EXEMPTION FOR LANCE MFG, INC.

Sec. 70-61. - Purpose.

This division shall create an ad valorem tax exemption for Lance Mfg, Inc.

(Ord. No. 2006-2, § 1, 4-3-2006)

Sec. 70-62. - Exemption granted.

An economic development ad valorem tax exemption is hereby granted to Lance Mfg, Inc., expanding in Taylor County, on the increase in tangible personal property purchased as manufacturing equipment.

- (1) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$10,183,002.00. Zero dollars is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.
- (2) The tax exemption hereby granted shall be for a term of ten years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting ten years thereafter, for 50 percent annually of the increase in tangible personal property ad valorem taxes, up to \$36,000.00 annually.
- (3) In accordance with the findings of the board of county commissioners and the property appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of an expansion of an existing business, as defined by F.S. § 196.012.
- (4) Lance Foods, Inc. shall submit to the county an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which Lance Foods, Inc. is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the county administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that Lance Foods, Inc. no longer meets the criteria of F.S. § 196.012, the county administrator shall make a report to the board of county commissioners for consideration of revocation of this ordinance granting the tax exemption.

(Ord. No. 2006-2, § 2, 4-3-2006)

Secs. 70-63—70-70. - Reserved.**DIVISION 3. - AD VALOREM TAX EXEMPTION FOR THULE MFG, INC.****Sec. 70-71. - Purpose.**

This division shall create an ad valorem tax exemption for Thule Mfg, Inc.

(Ord. No. 2010-07, § 1, 8-2-2010)

Sec. 70-72. - Exemption granted.

An economic development ad valorem tax exemption is hereby granted to Thule Mfg, Inc., expanding in Taylor County, on the 28,000 square foot expansion of the building located at 606 Industrial Park Drive.

- (1) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal

year is \$9,485,484.00. \$26,290.77 is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.

- (2) The tax exemption hereby granted shall be for a term of five years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting four years thereafter, for 100 percent annually of the increase in taxes due to the 28,000 square foot expansion to the building, up to \$6,000.00 annually.
- (3) In accordance with the findings of the board of county commissioners and the property appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of an expansion of an existing business, as defined by F.S. § 196.012.
- (4) Thule Mfg. Inc. shall submit to the county an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the four years during which Thule Mfg. Inc. is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the county administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that Thule Mfg. Inc. no longer meets the criteria of F.S. § 196.012, the county administrator shall make a report to the board of county commissioners for consideration of revocation of this ordinance granting the tax exemption.

(Ord. No. 2010-07, § 2, 8-2-2010)

Secs. 70-72—70-80. - Reserved.

DIVISION 4. - AD VALOREM TAX EXEMPTION FOR PROSPECT PERRY APARTMENT, LLC

Sec. 70-81. - Purpose.

This division shall create ad valorem tax exemption for Prospect Perry Apartment, LLC.

(Ord. No. 2017-01, § 1, 1-17-17)

Sec. 70-82. - Exemption granted.

An economic development ad valorem tax exemption is hereby granted to Prospect Perry Apartments, LLC located in Taylor County, at 2640 Byron Butler Parkway.

- (a) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$9,370,032.99. \$14,386.20 is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.
- (b) The tax exemption hereby granted shall be for a term of ten years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting nine additional years thereafter, for 75 percent annually of the increase in taxes due to the multifamily development.
- (c) In accordance with the findings of the board of county commissioners and the property appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by F.S. § 196.012.
- (d) Prospect Perry Apartments, LLC shall submit to the county an annual report providing evidence of continued

compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which Prospect Perry Apartments, LLC is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the county administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that Prospect Perry Apartments, LLC no longer meets the criteria of F.S. § 196.012, the county administrator shall make a report to the board of county commissioners for consideration of revocation of this division granting the tax exemption.

(Ord. No. 2017-01, § 1, 1-17-17)

Secs. 70-83—70-90. - Reserved.

DIVISION 5. - RESERVED

Footnotes:

— (3) —

Editor's note— Ord. No. 2019-05, adopted July 8, 2019, repealed Ord. No. 2018-02, adopted Jan. 16, 2018, from which div. 5, §§ 70-91, 70-92, derived. Former div. 5 pertained to ad valorem tax exemption for San Pedro Investments, LLC.

Secs. 70-91, 70-92. - Reserved.

DIVISION 6. - AD VALOREM TAX EXEMPTION FOR SUPER-PUFFT SNACKS, USA, INC.

Sec. 70-93. - Purpose.

This division shall create ad valorem tax exemption for Super-Pufft Snacks, USA, Inc.

(Ord. No. 2019-01, § 1, 4-1-2019)

Sec. 70-94. - Exemption granted.

An economic development ad valorem tax exemption is hereby granted to Super-Pufft Snacks, USA, Inc., located in Taylor County, at 700 Lance Drive West, Perry, Florida 32348.

- (1) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$9,729,240.00. Six thousand, five hundred and five dollars is lost to Taylor County for the current year by virtue of exemptions currently in effect from previous years.
- (2) The tax exemption hereby granted shall be for a term of ten years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting nine additional years thereafter, for 75 percent annually of the increase in taxes due to the existing facility and the construction of the new facility.
- (3) In accordance with the findings of the board of county commissioners and the property appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by F.S. § 186.012.
- (4) Super-Pufft Snacks, USA, Inc., shall submit the county an annual report providing evidence of continued

compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which Super-Pufft Snacks, USA, Inc., is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the county administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that Super-Pufft Snacks, USA, Inc. no longer meets the criteria of F.S. § 196.012, the county administrator shall make a report to the board of county commissioners for consideration of this division granting the tax exemption. The board reserves the right to reduce the percentage of the exemption of Super-Pufft Snacks, USA, Inc.

(Ord. No. 2019-01, § 2, 4-1-2019)

ADDITIONS TO THE AGENDA

November 1, 2022

ADD

COUNTY STAFF ITEMS

13A – THE BOARD TO CONSIDER APPROVAL OF RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS AND ADVERTISEMENT AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.