

SUGGESTED AGENDA

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

**MONDAY, NOVEMBER 4, 2019
6:00 P.M.**

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

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS AGENDAED BY DANNIELLE WELCH, FINANCE DIRECTOR.
6. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER, IN THE AMOUNT OF \$65,807, FROM GENERAL FUND "RESERVE FOR CONTINGENCY" TO COVER EXPENSES FOR HURRICANE DORIAN AND THE STEINHATCHEE FLOOD RESPONSE, AS AGENDAED BY THE FINANCE DIRECTOR.

7. THE BOARD TO CONSIDER APPROVAL OF SELECTION AND NEGOTIATION WITH SHORT-LISTED FIRMS FOR PROFESSIONAL CONSTRUCTION ENGINEERING AND INSPECTION SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
8. THE BOARD TO CONSIDER APPROVAL OF SELECTION AND NEGOTIATION WITH SHORT-LISTED FIRMS FOR PROFESSIONAL ENGINEERING SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT, AS AGENDAED BY THE COUNTY ENGINEER.
9. THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO THE EMPLOYMENT CONTRACT FOR THE COUNTY ADMINISTRATOR, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
10. THE BOARD TO CONSIDER APPROVAL OF ACCESS AND INDEMNIFICATION AGREEMENT WITH FOUR RIVERS LAND AND TIMBER COMPANY, LLC, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
11. THE BOARD TO CONSIDER REQUEST TO TRANSFER NECESSARY FUNDING FROM RESERVES FOR CONTINGENCY FOR REQUESTED RENOVATIONS AT THE COUNTY COURTHOUSE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. THE BOARD TO CONSIDER SIGNATURE OF ENVIRONMENTAL LETTER REFERENCING THE HAZARD MITIGATION GRANT PROGRAM (HMGP) CLOSE OUT OF GRANT, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DIRECTOR.
13. THE BOARD TO CONSIDER APPROVAL OF HURRICANE IRMA MODIFICATION #Z0546-8 SUB-GRANT AGREEMENT, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

PUBLIC REQUESTS:

14. MR. BROWNING AND MR. DRIGGERS WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), TO APPEAR TO PRESENT FALL COUNTY COMMISSION UPDATE.
15. THE BOARD TO CONSIDER REQUEST TO USE WALKING TRAIL AT KEATON BEACH TO DARK ISLAND FOR 5K "WALK THE TURKEY" EVENT ON SATURDAY, NOVEMBER 30, 2019, AS REQUESTED BY URUSLA MILLER.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

16. THE BOARD TO CONSIDER PAYMENT OF INVOICE FROM ATTORNEY TOMMY REAVES, IN THE AMOUNT OF \$12,093.10, FOR SERVICES IN THE TIMOTHY BROOKS CASE, AND THE TRANSFER OF FUNDS FOR PAYMENT, AS AGENDAED BY THE CLERK.

COUNTY STAFF ITEMS:

17. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO CONSTRUCT TAYLOR COUNTY PUBLIC LIBRARY OUTDOOR SEATING AREA, AS AGENDAED BY JOANN MORGAN, LIBRARY MANAGER.

COUNTY ATTORNEY ITEMS:

18. THE COUNTY ATTORNEY AND COMMISSIONER PAGE TO DISCUSS REAVES VS. TAYLOR COUNTY SETTLEMENT.

COUNTY ADMINISTRATOR ITEMS:

19. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
20. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
21. 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.

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2020, to be in excess of the advertised budget.

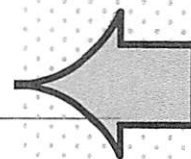
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2020.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$10,388	001-3342007	911 Rural County Maintenance(Fall)Grant
Expenditures:		
\$10,388	0255-54630	R&M - Office Machine/Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of November, 2019 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2020 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



**SIGN
& DATE**

New Grant Awarded for 2020 FY - 2019 Fall Grant



Florida E911 Board
4030 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-922-7451
Fax: 850-488-9837

October 17, 2019

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

FEID #: 59-6000879

Subject: Fall 2019 Rural County - Reimbursement Grant Program

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Fall 2019 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis.

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

The following provides details concerning the Fall 2019 grant(s) to Taylor County:

<u>Grant Number</u>	<u>CSFA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>
19-10-22	72.001	\$10,388.00	\$10,388.00	
			\$10,388.00	E911 System Maintenance
Total Grant Awards:			\$10,388.00	

Board Members: Laurene J. Anderson • Carolyn Dill-Collier • Chesley Dillon • Benjamin S. Guthrie
Mathew E. Matney • Christie A. Pontis • Ira U. Pyles • Casey E. Reed • Brad Swanson

Fall 2019 Rural County - Reimbursement Grant Program
Page Two

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

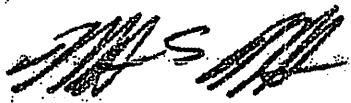
The Florida Single Audit Act was established by the 1981 Legislature in Section 215.97, Florida Statutes, which became effective on July 1, 2000. All E911 grant funding is subject to the Florida Single Audit Act; acceptance of these funds signifies your acceptance of the requirement to comply with the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

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

http://www.leg.state.fl.us/STATUTES/Index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'MM', with a stylized flourish extending to the right.

Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Taylor County 911 Coordinator

911 Rural County Maint Reimbursement Grand Dept. #0255

001-3342007	Revenue	Department of Management Services for upkeep and	\$10,388.00
		Maintenance of 911 systems in rural areas	
<hr/>			
Total Revenue			\$10,388.00

911 Rural County Maint Reimbursement Grand Dept. #0255

Expenditures

54630	R&M Office Machines/Equip; Cost associated with	\$10,388.00
	Repair and Maintenance of 911	
<hr/>		
Total Expenditures		\$10,388.00

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Transfer from General Fund Reserves to cover expenses for Hurricane Dorian and Steinhatchee Flood Response

**MEETING DATE REQUESTED:**

11/04/2019

Statement of Issue:

2018/2019 FY

The Board to consider approval of a budget transfer for \$65,807 from the General Fund "Reserve for Contingency" to cover the expenses for Hurricane Dorian and the Steinhatchee Flood Response.

Recommended Action:

Approval of a Budget Transfer from Contingency for \$65,807

Fiscal Impact:

\$36,688 was expended by the County for Hurricane Dorian
\$29,119 was expended by the County for Steinhatchee Flood Response

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 Budget Transfer

Attachments:

Expenditure Audit Trail

SUNGARD PENTAMATION, INC.
DATE: 10/23/2019
TIME: 13:57:48

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
AUDIT21

SELECTION CRITERIA: expldgr.key_orgn='0348'
ACCOUNTING PERIODS: 1/19 THRU 13/19

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALD ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0348 - HURRICANE DORIAN

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
54620	R&M EQUIPMENT		(cont'd)						
08/29/19	11-11				.00				
TOTAL	R&M EQUIPMENT				.00	.00	.00		.00
55103	EQUIPMENT < \$1,000				.00	.00	.00	BEGINNING BALANCE	
08/29/19	11-11				.00				
08/30/19	17-11	20191882-01		7015 XYLEM DEWATERING			26,128.05	6X100 HEAVY DUTY LAYFLAT	
09/09/19	17-12	20191963-01		7015 XYLEM DEWATERING			.00	6" QD X CG ADAPTER	
09/09/19	17-12	20191963-02		7015 XYLEM DEWATERING			.00	ROAD CROSSING - 6" 150# F	
09/09/19	17-12	20191963-03		7015 XYLEM DEWATERING			3,441.84	ESTMINATED WEEKLY RENTAL	
09/09/19	17-12	20191963-04		7015 XYLEM DEWATERING			24,024.94	ESTIMATED MONTHLY RENTAL	
09/09/19	17-12	20191963-05		7015 XYLEM DEWATERING			800.00	ESTIMATED PICK UP CHARGE	
09/09/19	17-12	20191963-06		7015 XYLEM DEWATERING			.00	DRI-PRIME CD150M DIESEL P	
09/09/19	17-12	20191963-07		7015 XYLEM DEWATERING			.00	6" X 20FT BLACK WATER SUC	
09/09/19	17-12	20191963-08		7015 XYLEM DEWATERING			.00	6" X 50 FT HEAVY DUTY LAY	
09/09/19	17-12	20191963-09		7015 XYLEM DEWATERING			.00	6" HOSE WITH W/QD TO CONN	
09/09/19	17-12	20191963-10		7015 XYLEM DEWATERING			.00	6" X 10' BLACK WATER SUCT	
09/09/19	17-12	20191963-11		7015 XYLEM DEWATERING			.00	6" X 20' BLACK WATER SUCT	
09/09/19	17-12	20191963-12		7015 XYLEM DEWATERING			.00	6" FLOATING SUCTION TEE W	
10/07/19	21-13	20191882-01	61476	7015 XYLEM DEWATERING		26,127.40	-26,128.05	6X100 HEAVY DUTY LAYFLAT	
10/07/19	21-13	20191963-03	61476	7015 XYLEM DEWATERING		2,500.00	-2,500.00	SHIPPING	
10/07/19	21-13	20191963-05	61476	7015 XYLEM DEWATERING		800.00	-800.00	ESTIMATED PICK UP CHARGE	
10/07/19	21-13	20191963-06	61476	7015 XYLEM DEWATERING		2,856.00	.00	DRI-PRIME CD150M DIESEL P	
10/07/19	21-13	20191963-08	61476	7015 XYLEM DEWATERING		2,688.00	.00	6" X 50 FT HEAVY DUTY LAY	
10/07/19	21-13	20191963-09	61476	7015 XYLEM DEWATERING		656.64	.00	6" HOSE WITH W/QD TO CONN	
10/07/19	21-13	20191963-10	61476	7015 XYLEM DEWATERING		399.00	.00	6" X 10' BLACK WATER SUCT	
10/07/19	21-13	20191963-11	61476	7015 XYLEM DEWATERING		261.00	.00	6" X 20' BLACK WATER SUCT	
TOTAL	EQUIPMENT < \$1,000				.00	36,288.04	24,966.78		-61,254.82
55201	GEN. OPERATING SUPPLIES				.00	.00	.00	BEGINNING BALANCE	
08/29/19	11-11				.00				
08/31/19	19-11		I0911001			400.00		INVENTORY BILLING	
TOTAL	GEN. OPERATING SUPPLIES				.00	400.00	.00		-400.00
TOTAL TOTL/DEPT - HURRICANE DORIAN					.00	36,688.04	24,966.78		-61,654.82
TOTAL FUND - GENERAL FUND					.00	36,688.04	24,966.78		-61,654.82

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Total expended toward
man for Hurricane Donor.

SUNGARD PENTAMATION, INC.
DATE: 10/23/2019
TIME: 13:58:55

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 3
AUDIT21

SELECTION CRITERIA: expledgr.key orgn='0349'
ACCOUNTING PERIODS: 1/19 THRU 13/19

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0349 - STEINHATCHEE FLOODING RES

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
53401										
					(cont'd)					
	10/07/19	21-13	20191848-14	400950308	7015 XYLEM DEWATERING		.00	.00	6" FLOATING SUCTION TEE W	
	10/07/19	21-13	20191848-99	400950308	7015 XYLEM DEWATERING		.00	-1,200.00	ESTIMATED SHIPPING/HANDLI	
TOTAL					CONTRACTUAL SERVICES	.00	11,243.72	.00		-11,243.72
54610										
					R&M BUILDINGS & GROUNDS	.00	.00	.00	BEGINNING BALANCE	
	08/19/19	11-11				.00				
TOTAL					R&M BUILDINGS & GROUNDS	.00	.00	.00		.00
54620										
					R&M EQUIPMENT	.00	.00	.00	BEGINNING BALANCE	
	08/19/19	11-11				.00				
TOTAL					R&M EQUIPMENT	.00	.00	.00		.00
55103										
					EQUIPMENT < \$1,000	.00	.00	.00	BEGINNING BALANCE	
	08/19/19	11-11				.00				
	08/31/19	19-11		I0911001			520.00		INVENTORY BILLING	
	09/30/19	19-12		I1001001			800.00		INVENTORY BILLING	
TOTAL					EQUIPMENT < \$1,000	.00	1,320.00	.00		-1,320.00
TOTAL TOTL/DEPT - STEINHATCHEE FLOODING RES						.00	29,118.61	.00		-29,118.61
TOTAL FUND - GENERAL FUND						.00	29,118.61	.00		-29,118.61
TOTAL REPORT						.00	29,118.61	.00		-29,118.61

amt expended for Steinhatchee
Flooding Response DW

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
 DATE: 10/23/2019
 TIME: 13:58:55

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
 AUDIT21

SELECTION CRITERIA: expledgr.key_orgn='0349'
 ACCOUNTING PERIODS: 1/19 THRU 13/19

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
 FD/DEPT - 0349 - STEINHATCHEE FLOODING RES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-520-525-0349-0349 - STEINHATCHEE FLOODING RES									
51200			REGULAR SALARIES & WAGES		.00	.00	.00	BEGINNING BALANCE	
08/19/19	11-11				.00				
TOTAL			REGULAR SALARIES & WAGES		.00	.00	.00		.00
51400			OVERTIME		.00	.00	.00	BEGINNING BALANCE	
08/19/19	11-11				.00				
08/29/19	22-11					2,931.28		PAYROLL CHARGES	
09/12/19	22-12					10,698.68		PAYROLL CHARGES	
09/25/19	22-12					518.49		PAYROLL CHARGES	
TOTAL			OVERTIME		.00	14,148.45	.00		-14,148.45
52110			FICA/MEDICARE TAXES		.00	.00	.00	BEGINNING BALANCE	
08/19/19	11-11				.00				
08/29/19	22-11					42.52		PAYROLL CHARGES-FRINGS	
08/29/19	22-11					181.73		PAYROLL CHARGES-FRINGS	
09/12/19	22-12					642.83		PAYROLL CHARGES-FRINGS	
09/12/19	22-12					150.35		PAYROLL CHARGES-FRINGS	
09/25/19	22-12					31.26		PAYROLL CHARGES-FRINGS	
09/25/19	22-12					7.31		PAYROLL CHARGES-FRINGS	
TOTAL			FICA/MEDICARE TAXES		.00	1,056.00	.00		-1,056.00
52200			RETIREMENT CONTRIBUTIONS		.00	.00	.00	BEGINNING BALANCE	
08/19/19	11-11				.00				
08/29/19	22-11					296.03		PAYROLL CHARGES-FRINGS	
09/12/19	22-12					1,006.09		PAYROLL CHARGES-FRINGS	
09/25/19	22-12					48.32		PAYROLL CHARGES-FRINGS	
TOTAL			RETIREMENT CONTRIBUTIONS		.00	1,350.44	.00		-1,350.44
52400			WORKERS' COMPENSATION		.00	.00	.00	BEGINNING BALANCE	
08/19/19	11-11				.00				
TOTAL			WORKERS' COMPENSATION		.00	.00	.00		.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
 DATE: 10/23/2019
 TIME: 13:58:55

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
 AUDIT21

SELECTION CRITERIA: expledgr.key orgn='0349'
 ACCOUNTING PERIODS: 1/19 THRU 13/19

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
 FD/DEPT - 0349 - STEINHATCHEE FLOODING RES

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
53401		CONTRACTUAL SERVICES	(cont'd)						
53401		CONTRACTUAL SERVICES			.00	.00	.00	BEGINNING BALANCE	
08/19/19	11-11				.00				
08/27/19	17-11	20191848-01		7015 XYLEM DEWATERING			.00	6" X 50' HEAVY DUTY LAYFL	
08/27/19	17-11	20191848-02		7015 XYLEM DEWATERING			.00	6" QD X CG ADAPTER	
08/27/19	17-11	20191848-03		7015 XYLEM DEWATERING			.00	ROAD CROSSING - 6" 150# F	
08/27/19	17-11	20191848-04		7015 XYLEM DEWATERING			1,720.92	ESTIMARED WEEKLY RENTAL T	
08/27/19	17-11	20191848-05		7015 XYLEM DEWATERING			5,162.76	ESTIMATED MONTHLY RENTAL	
08/27/19	17-11	20191848-06		7015 XYLEM DEWATERING			400.00	ESTIMATED PICKUP CHARGE	
08/27/19	17-11	20191848-99		7015 XYLEM DEWATERING			1,200.00	ESTIMATED SHIPPING/HANDLI	
08/29/19	18-11	20191848-05		7015 XYLEM DEWATERING			6,849.71	CHANGE ORDER - 1	
08/29/19	18-11	20191848-06		7015 XYLEM DEWATERING			400.00	CHANGE ORDER - 1	
08/29/19	17-11	20191848-07		7015 XYLEM DEWATERING			.00	6"X20' BLACK WATER SUCTIO	
08/29/19	17-11	20191848-08		7015 XYLEM DEWATERING			.00	6"X50' HEAVY DUTY LAYFLAT	
08/29/19	17-11	20191848-09		7015 XYLEM DEWATERING			.00	6" HOSE W/QD TO CONNECT R	
08/29/19	17-11	20191848-10		7015 XYLEM DEWATERING			.00	6"X10' BLACK WATER SUCTIO	
08/29/19	17-11	20191848-11		7015 XYLEM DEWATERING			.00	DRI-PRIME CD150M DIESEL P	
08/29/19	17-11	20191848-12		7015 XYLEM DEWATERING			.00	6"X20' BLACK WATER SUCTIO	
08/29/19	17-11	20191848-13		7015 XYLEM DEWATERING			.00	6"X10' BLACK WATER SUCTIO	
08/29/19	17-11	20191848-14		7015 XYLEM DEWATERING			.00	6" FLOATING SUCTION TEE W	
10/07/19	21-13		61476	7015 XYLEM DEWATERING		5,865.92	.00	PO 20191848	
10/07/19	21-13		61476	7015 XYLEM DEWATERING		5,377.80	.00	PO 20191848	
10/07/19	21-13	20191848-01	400950308	7015 XYLEM DEWATERING		.00	.00	6" X 50' HEAVY DUTY LAYFL	
10/07/19	21-13	20191848-02	400950308	7015 XYLEM DEWATERING		.00	.00	6" QD X CG ADAPTER	
10/07/19	21-13	20191848-03	400950308	7015 XYLEM DEWATERING		.00	.00	ROAD CROSSING - 6" 150# F	
10/07/19	21-13	20191848-04	400950308	7015 XYLEM DEWATERING		.00	-1,720.92	ESTIMARED WEEKLY RENTAL T	
10/07/19	21-13	20191848-05	400950308	7015 XYLEM DEWATERING		.00	-12,012.47	ESTIMATED MONTHLY RENTAL	
10/07/19	21-13	20191848-06	400950308	7015 XYLEM DEWATERING		.00	-800.00	ESTIMATED PICKUP CHARGE	
10/07/19	21-13	20191848-07	400950308	7015 XYLEM DEWATERING		391.50	.00	6"X20' BLACK WATER SUCTIO	
10/07/19	21-13	20191848-07	400950308	7015 XYLEM DEWATERING		-391.50	.00	6"X20' BLACK WATER SUCTIO	
10/07/19	21-13	20191848-08	400950308	7015 XYLEM DEWATERING		4,032.00	.00	6"X50' HEAVY DUTY LAYFLAT	
10/07/19	21-13	20191848-08	400950308	7015 XYLEM DEWATERING		-4,032.00	.00	6"X50' HEAVY DUTY LAYFLAT	
10/07/19	21-13	20191848-09	400950308	7015 XYLEM DEWATERING		90.00	.00	6" HOSE W/QD TO CONNECT R	
10/07/19	21-13	20191848-09	400950308	7015 XYLEM DEWATERING		-90.00	.00	6" HOSE W/QD TO CONNECT R	
10/07/19	21-13	20191848-10	400950308	7015 XYLEM DEWATERING		.00	.00	6"X10' BLACK WATER SUCTIO	
10/07/19	21-13	20191848-11	400950308	7015 XYLEM DEWATERING		1,156.68	.00	DRI-PRIME CD150M DIESEL P	
10/07/19	21-13	20191848-11	400950308	7015 XYLEM DEWATERING		-1,156.68	.00	DRI-PRIME CD150M DIESEL P	
10/07/19	21-13	20191848-12	400950308	7015 XYLEM DEWATERING		.00	.00	6"X20' BLACK WATER SUCTIO	
10/07/19	21-13	20191848-13	400950308	7015 XYLEM DEWATERING		195.74	.00	6"X10' BLACK WATER SUCTIO	
10/07/19	21-13	20191848-13	400950308	7015 XYLEM DEWATERING		-195.74	.00	6"X10' BLACK WATER SUCTIO	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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 CONSTRUCTION ENGINEERING & INSPECTION SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT.

MEETING DATE REQUESTED:

November 4, 2019

Statement of Issue:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications for continuing contracts and 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 with the top three (3) firms to provide Professional Construction Engineering & Inspection 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 Engineering Services be solicited as a Request for Qualifications (RFQ) for continuing contracts and for those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, the Board advertised a Request for Qualifications for Construction Engineering & Inspection Services. The Board received responses from six (6) firms on September 17, 2019, and appointed a Selection Committee to review their responsiveness.


The RFQ solicitation package identified the submission criteria, evaluation criteria and a sample contract 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 three (3) firms to provide Professional Engineering Services. Once negotiations are completed, Staff will forward the results of those negotiations to the Board for final approval.

Construction Engineering & Inspection Services SOQ Evaluation

CEI 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	Rank
	10 Pts	10 pts	10 pts	25 Pts	20 Pts	15 Pts	10 Pts	100 Pts	
CHW Professional Consultants	9.5	9.8	9.0	17.0	20.0	13.8	9.3	88.3	1
KCCS Construction Services	8.0	8.3	7.5	17.5	18.0	13.8	8.3	81.3	5
North Florida Professionals	9.0	9.3	8.8	16.8	18.3	14.3	8.8	85.0	2
RS&H	9.3	9.3	7.3	16.8	18.5	14.0	8.0	83.0	3
TRC	9.0	8.0	7.5	17.8	18.8	14.0	7.0	82.0	4

Selection Committee Members:


Hank Evans, Public Works Director


Kenneth Dudley, County Engineer


Conrad Bishop, County Attorney


LaWanda Pemberton, County Administrator

Options:

- 1) Approve the proposed short-list and further approve the Selection Committee to begin negotiations with the top three (3) firms to provide Professional Construction Engineering & Inspection Services.
- 2) Revise the proposed short-list and further approve the Selection Committee to begin negotiations with the top three (3) firms to provide Professional Construction Engineering & Inspection Services.
- 3) Reject the proposed recommendation and state reasons for denial.

Attachments:

None

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 ENGINEERING SERVICES UNDER THE TERMS OF A CONTINUING CONTRACT.

MEETING DATE REQUESTED:

November 4, 2019

Statement of Issue:

The Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, requires that Professional Engineering Services be solicited as a Request for Qualifications for continuing contracts and 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 with the top three (3) firms to provide Professional Engineering Services.

Fiscal Impact: EXPECTED TO BE 6~10% 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 Engineering Services be solicited as a Request for Qualifications (RFQ) for continuing contracts and for those projects that will meet or exceed specified thresholds within the statute. In accordance with this requirement, the Board advertised a Request for Qualifications for Engineering Services. The Board received responses from five (5) firms on September 17, 2019, and appointed a Selection Committee to review their responsiveness.

The RFQ solicitation package identified the submission criteria, evaluation criteria and a sample contract 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 three (3) firms to provide Professional Engineering Services. Once negotiations are completed, Staff will forward the results of those negotiations to the Board for final approval.

Engineering Services SOQ Evaluation									
Engineering 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	9.5	9.3	8.0	23.5	19.8	14.0	9.8	93.8	1
George & Associates	9.5	8.5	8.5	23.8	18.5	13.5	10.0	92.3	2
Kimley Horn	9.0	9.5	8.3	19.3	17.8	14.0	10.0	87.8	4
Locklear & Associates	8.8	8.8	7.5	18.5	16.8	11.8	10.0	82.0	5
Mott MacDonald	9.3	8.8	7.3	20.0	17.5	8.8	10.0	81.5	6
North Florida Professionals	9.0	9.0	9.3	22.0	18.3	12.5	10.0	90.0	3

Selection Committee Members:


Hank Evans, Public Works Director


Kenneth Dudley, County Engineer


Conrad Bishop, County Attorney


LaWanda Pemberton, County Administrator

Options:

- 1) Approve the proposed short-list and further approve the Selection Committee to begin negotiations with the top three (3) firms to provide Professional Engineering Services.
- 2) Revise the proposed short-list and further approve the Selection Committee to begin negotiations with the top three (3) firms to provide Professional Engineering Services.
- 3) Reject the proposed recommendation and state reasons for denial.

Attachments:

None

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER APPROVAL OF AMENDMENT TO THE EMPLOYMENT CONTRACT FOR THE COUNTY ADMINISTRATOR.



MEETING DATE REQUESTED:

NOVEMBER 4, 2019

Statement of Issue: TO AMEND THE CONTRACT OF THE COUNTY ADMINISTRATOR.

Recommended Action: APPROVE AMENDMENT

Fiscal Impact: REDUCTION OF 3% SALARY INCREASE

Budgeted Expense: YES

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: DUE TO BUDGET RESTRAINTS THE COUNTY ADMINISTRATOR WISHES TO AMEND EMPLOYMENT CONTRACT TO REQUEST ONE ADDITIONAL WEEK OF VACATION IN PLACE OF 3% SALARY INCREASE.

Options:

Attachments: CURRENT EMPLOYMENT AGREEMENT
EMPLOYMENT AGREEMENT AMENDMENT

AMENDMENT TO
EMPLOYMENT CONTRACT

THE EMPLOYMENT CONTRACT by and between Taylor County, Florida, (hereinafter, "County"), and Lawanda Pemberton, (hereinafter, "Employee") dated December 10, 2018, is amended as follows:

1. Section 4. **SALARY**, the last two sentences in this Section is hereby stricken. The employee will not receive a three per-cent (3%) raise at the end of the first year. After the second year, the employee will not receive the same percentage raise as the Board's employees, if any.
2. Section 7. **LEAVE ACCRUALS**, is amended that the employee should have four (4) weeks' vacation each year.

IN WITNESS WHEREOF, the parties have executed this agreement as of this ____ day of _____, 2019.

LAWANDA PEMBERTON

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, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

Personally Known ____ or Produced Identification ____

Type of Identification Produced _____

ATTEST:

ANNIE MAE MURPHY
CLERK

PAM FEAGLE, CHAIRPERSON,
Board of County Commissioners
Taylor County, Florida

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, PAM FEAGLE, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES

Personally Known ____ or Produced Identification ____

Type of Identification Produced _____

ATTEST:

ANNIE MAE MURPHY
CLERK

PAM FEAGLE, CHAIRPERSON,
Board of County Commissioners
Taylor County, Florida

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, PAM FEAGLE, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereinafter, "AGREEMENT") made and entered into this 10th day of December, 2018, with a first day of employment of November 15th, 2018, by and between Taylor County, Florida, a political subdivision of the State of Florida, (hereinafter, "County"), and Lawanda Pemberton, (hereinafter, "Employee")

RECITALS

WHEREAS, the County desires to employ the services of said Employee as County Administrator of Taylor County; and

WHEREAS, the County desires to (1) secure and retain the services of the Employee and to provide inducement for ^{her} him to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Employee's services at such a time as ^{she} he may be unable to fully discharge ^{her} his duties due to disability or when the County may otherwise desire to terminate ^{her} his employment; and

WHEREAS, the Employee desires to accept employment as County Administrator of said County; and

WHEREAS, the Employee and the County desire to set forth in writing their understanding with respect to the Employee's employment by the County;

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

SECTION 1. EMPLOYMENT, DUTIES AND AUTHORITY.

A. The County hereby agrees to employ said Employee as County Administrator of Taylor County to perform the functions and duties as specified below. In this position, the Employee will have the powers of County Administrator, subject to the control of the Board of County Commissioners of Taylor County, Florida (hereinafter, "Board"). The Employee will be primarily responsible for carrying out all orders, ordinances, and resolutions of the Board. The Employee shall serve as chief administrative officer of the County and the administrative head of County government.

B. The Employee shall execute her duties under the direction of the Board and shall be responsible to the Board. The Employee shall work as directed by the Board and shall not be directed by an individual Commissioner. However, any Commissioner may meet with the county Administrator to discuss his or her concerns.

C. Employee agrees to devote her full time, attention and best efforts to the performance of the employment hereunder. Employee will not, during the term of this AGREEMENT, directly or indirectly engage in any business, either as an employee, employer, consultant, principal, corporate officer or corporate director or in any other capacity, whether or not compensated, without prior written consent of the County.

D. The Employee, as detailed in Chapter 125.74, Florida Statutes, as County Administrator is responsible for the administration of all departments responsible to the Board and for the proper administration of all affairs under the jurisdiction of the Board. The Employee, by way of enumeration and not by way of limitation, has the following specific powers and duties:

(1) To administer and carry out the directives and policies of the Board and enforce all orders, resolutions, ordinances, and regulations of the Board to assure that they are faithfully executed.

(2) To report to the Board on action taken pursuant to any directive or policy within the time set by the Board and provide an annual report to the Board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents.

(3) To provide the Board, upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the Board.

(4) To prepare and submit to the Board for its consideration and adoption an annual operating budget, a capital budget, and a capital program.

(5) To establish the schedules and procedures to be followed by all county departments, offices, and agencies in connection with the budget and supervise and administer all phases of the budgetary process.

(6) To prepare and submit to the Board after the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year and submit her recommendations.

(7) To supervise the care and custody of all county property.

(8) To recommend to the Board a current position classification and pay plan for all positions in county service.

(9) To develop, install, and maintain centralized budgeting, personnel, legal, and purchasing procedures.

(10) To organize the work of county departments, subject to an administrative code developed by the administrator and adopted by the Board, and review the departments, administration, and operation of the county and make recommendations pertaining thereto for reorganization by the Board.

(11) To select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all department heads shall require confirmation by the Board.

(12) To suspend, discharge, or remove any employee under the jurisdiction of the Board pursuant to procedures adopted by the Board.

(13) To negotiate leases, contracts, and other agreements, including consultant services, for the County, subject to approval of the Board, and make recommendations concerning the nature and location of county improvements.

(14) To see that all terms and conditions in all leases, contracts, and agreements are performed and notify the Board of any noted violation thereof.

(15) To order, upon advising the Board, any agency under the administrator's jurisdiction as specified in the administrative code to undertake any task for any other agency on a temporary basis if he or she deems it necessary for the proper and efficient administration of the county government to do so.

(16) To attend all meetings of the Board with authority to participate in the discussion of any matter.

(17) To perform such other duties as may be required by the Board.

E. It is the intent of the Board to grant to the County Administrator only those powers and duties which are administrative or ministerial in nature and not to delegate any governmental power imbued in the Board as the governing body of the County pursuant to s. 1(e), Art. VIII, Constitution of the State of Florida. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the County Administrator shall only be performing the duty of advising the Board in its role as the policy-setting governing body of the county.

SECTION 2. TERMS

A. The initial term of this Agreement shall be for a two (2) year period commencing Nov. 15, 2018, and ending Nov. 14, 2020. Further renewals or extensions will be negotiated between the Employee and the Board.

B. The employment of Employee shall be at the will of the Board. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the

County to terminate the services of the Employee at any time, subject only to the provisions set forth in Sections 3. and 5. of this AGREEMENT.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time ^{his}~~her~~ position with the County, subject only to the provisions set forth in Section 3. of this Agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event the Employee is terminated by the County before expiration of any term of employment, or if this Agreement is not renewed at the end of any term of employment, and such termination or failure to renew this agreement is during a time that the Employee is willing and able to perform her duties under this Agreement, then in that event the County shall pay the Employee on the final day of ^{her}~~his~~ employment, liquidated damages in an amount equal to two (2) months of salary and benefits. The compensation and benefits shall be calculated at the then existing gross annual compensation and benefits package. Provided, however, that in the event the Employee is terminated due to conviction of a felony or willfully breaches the conditions set forth in this Agreement, then, in either event, the County shall have no obligation to pay any sums designated in this paragraph.

B. In the event the County at any time during the term of this Agreement reduces the salary or other financial benefits of the Employee, or in the event the County refuses, following written notice, to comply with any other provision benefiting the Employee herein, or the Employee resigns following a formal request to do so by the County, then in any of these events the Employee may, at her option, be deemed to be "terminated" at the date of such event as contemplated by Section 3 A. If the Employee elects to be deemed "terminated" as contemplated by Section 3 A, then Employee shall be entitled to receive the liquidated damages set forth in Section 3 A.

C. In the event the Employee voluntarily resigns her position with the County before expiration of the initial term of this Agreement (or any term of extension) as set forth in Section 2., the Employee shall give the County notice of 90 days in advance of any such resignation, unless the parties otherwise agree in writing.

D. Notwithstanding anything in this Agreement to the contrary, the County is hereby given the option to terminate this Agreement in the event that the Employee, during the term of this Agreement, becomes permanently disabled due to a "serious medical condition" as the term is used in Section 5.C. of this Agreement. Such option shall be exercised the County by giving notice of 90 days to Employee, sent by Certified Mail (return receipt requested) to the Employee's home address. This Agreement shall cease on the 90th day after the Employee receives the notice, with the same force and effect as if the 90th day was the date originally set forth in this Agreement as the termination date of this Agreement. However, in such event, the Employee shall be entitled to the continuation of health, dental and vision insurance for six months and to cash out annual and sick leave, as set forth in Section 3.A. of this Agreement.

SECTION 4. SALARY

A. In exchange for her services rendered pursuant to this Agreement, the County agrees to pay the Employee an annual base salary of eighty-five thousand dollars ~~(\$85,000.00) payable bi-weekly~~. At the end of the first year of this Agreement, the employee will receive a three percent (3%) raise. After the second year, the employee will receive the same percentage raise as the Board's employees, if any.

SECTION 5. HEALTH INSURANCE, LIFE INSURANCE, FMLA

A. ~~The County shall pay the full amount required annually for the cost of a health plan of the Employee's choosing with the County's current health insurance provider for the Employee, Employee's spouse, and Employee's children, if any. This shall include dental and vision as well as health insurance.~~

B. ~~The County shall provide and pay for a term life insurance policy on the life of the Employee with a face value of twice her annual salary payable to the beneficiary or beneficiaries as designated by the Employee.~~

C. ~~The County shall provide up to a maximum of twelve (12) weeks of salary and benefits to the Employee due to his inability to perform his duties due to a "serious medical condition" or other form of incapacity as defined under the Family and Medical Leave Act (FMLA).~~

D. If the Employee is not back to work at the end of 12 weeks due to the Employee's inability to perform ~~his~~ duties due to a "serious medical condition" or other form of incapacity as defined under the FMLA, the Board may terminate this Agreement at its discretion, subject to the provisions of Section 3.D. of this Agreement.

SECTION 6. RETIREMENT

Employee shall be a member of the Florida Retirement System (FRS) Senior Management Class as provided in Section 121.055(1)(b), Florida Statutes, or, in lieu of participation under the Senior Management Class, Employee may participate in the FRS Investment Plan pursuant to FRS regulations and/or another individual retirement arrangement of the Employee's choosing. Contributions will be made by the County on behalf of Employee, regardless of which option is chosen, at the rate equal to the rate paid for other members of the Senior Management Class.

SECTION 7. LEAVE ACCRUALS

A. ~~The Employee shall have three (3) weeks' vacation each year.~~

B. ~~The Employee shall earn the same amount of sick leave as other employees of the County up to the maximum. The employee's sick leave she earned as Assistant County Administrator shall carry over.~~

SECTION 8. PROFESSIONAL DUES, SUBSCRIPTIONS AND EXPENSES

The County shall budget and pay for the Employee's professional dues, subscriptions and related expenses necessary for his full participation in the Florida City and County Manager's Association, Florida Association of County Managers, and the Florida Association of Counties, as well as for official travel, consistent with the Florida Statutes.

SECTION 9. BONDING

The County shall bear the cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Board, in consultation with the County Administrator, shall fix any other terms and conditions of employment, as it may determine time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

B. The Employee shall be entitled to all other benefits provided to employees of the County, except as otherwise modified herein.

C. The Employee shall be entitled to receive any and all collateral or employment benefits and working conditions as are now or are in the accorded to department directors by the County except insofar as this Agreement provides for a greater benefit, in which case this Agreement shall control.

D. The County shall defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand ethics charge or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as County Administrator. This provision is subject to Chapter 768.28, Florida Statutes, and the County shall pay no more than is authorized by said statute. The County shall not be liable in tort and save harmless or indemnify the Employee for acts or omissions by the Employee while acting outside the course and scope of his employment or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard human rights or property. The County waives none of the provisions of Section 768.28, Florida Statutes, and a copy of Chapter 768.28 is attached herein and marked Exhibit A.

SECTION 11. NOTICES.

Any notice required to be given pursuant to the terms of this Agreement shall be given in writing. Notices shall be given by deposit in the custody of the United States Postal Service via Certified Mail (return receipt requested). Notices shall be deemed effective as of the date of receipt of such written notice. Notices shall be properly addressed to

the parties at their respective addresses (Employee's home address) or to any such other address as may be specified by either party in writing.

SECTION 12. ANNUAL PERFORMANCE REVIEW

There will be an annual performance review of the Employee. Said review to be done ⁱⁿ ~~on~~ November each year. Each commissioner may fill out an individual performance review form on the Employee.

SECTION 15. GENERAL PROVISIONS

A. The Employee shall be provided a cell phone at the expense of the County during ^{her} ~~his~~ employment. Also, the Employee during this employment shall live in Taylor County, Florida.

B. This Agreement contains the entire Agreement and supersedes all prior agreements and understandings, oral or written, with respect to the terms of this Agreement and may be changed only by an Agreement in writing, signed by both parties.

C. The waiver by the County of a breach of any of the provisions of this Agreement by the Employee shall not be construed as a waiver of any subsequent breach of this Agreement.

D. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be exclusively in Taylor County, Florida.

E. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

F. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and shall in no way be impaired.

IN WITNESS WHEREOF, the parties have executed this agreement as of this 10th day of December, 2018.


LAWANDA PEMBERTON

STATE OF FLORIDA
COUNTY OF TAYLOR

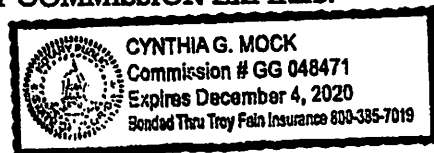
I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LAWANDA PEMBERTON, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 10th day of December, 2018.

Personally Known ☒ or Produced Identification _____

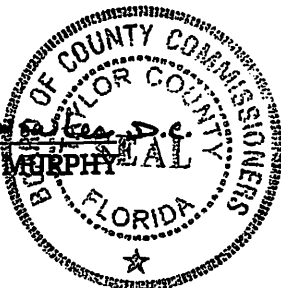
Type of Identification Produced _____

Cynthia G. Mock
NOTARY PUBLIC
MY COMMISSION EXPIRES:



ATTEST:

Annie Mae Murphy
ANNNIE MAE MURPHY
CLERK



Pam Feagle
PAM FEAGLE, CHAIRPERSON,
Board of County Commissioners
Taylor County, Florida

STATE OF FLORIDA
COUNTY OF TAYLOR

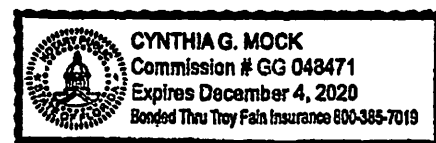
I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PAM FEAGLE, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this 10th day of December, 2018.

Personally Known ☒ or Produced Identification _____

Type of Identification Produced _____

Cynthia G. Mock
NOTARY PUBLIC
MY COMMISSION EXPIRES



A TRUE COPY
ATTEST: Annie Mae Murphy
Clerk Circuit Court
Taylor County, Florida

By Cynthia G. Mock
Deputy Clerk

AMENDMENT TO
EMPLOYMENT CONTRACT

THE EMPLOYMENT CONTRACT by and between Taylor County, Florida, (hereinafter, "County"), and Lawanda Pemberton, (hereinafter, "Employee") dated December 10, 2018, is amended as follows:

1. Section 4. **SALARY**, the last two sentences in this Section is hereby stricken.
2. Section 7. **LEAVE ACCRUALS**, is amended that the employee should have four (4) weeks' vacation each year.

IN WITNESS WHEREOF, the parties have executed this agreement as of this _____ day of _____, 2019.

LAWANDA PEMBERTON

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, who executed the foregoing in my presence, and acknowledged before me that she executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this ____ day of _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES:

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
	SUBJECT/TITLE: THE BOARD TO CONSIDER APPROVAL OF ACCESS AND INDEMNIFICATION AGREEMENT WITH FOUR RIVERS LAND & TIMBER COMPANY, LLC.
	MEETING DATE REQUESTED: NOVEMBER 4, 2019

Statement of Issue: TO ENHANCE AN EXISTING DRAINAGE ON THE NORTH END OF COURTNEY GRADE.

Recommended Action: APPROVE AGREEMENT AND AUTHORIZE WORK EFFORT

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: THIS AGREEMENT WILL ALLOW ACCESS TO IMPROVE AN EXISTING DRAINAGE DITCH THAT WILL PROVIDE ADDITIONAL STORM WATER CONVEYANCE FROM THE NORTH END OF COURTNEY GRADE TO HAMPTON SPRINGS ROAD. THE DITCH HAS NOT BEEN ACTIVELY MAINTAINED FOR SOME TIME AND HAS SEVERAL AREAS OF EXCESSIVE SEDIMENT AND VEGETATION THAT ARE RESTRICTING FLOW THROUGH THIS AREA. FOUR RIVERS HAS AGREED TO ALLOW THE COUNTY TO ENHANCE THIS DITCH AS A PUBLIC BENEFIT TO THE AREA RESIDENTS. THE WORK EFFORT MUST BE COMPLETED WITHIN 90 DAYS OF THE AGREEMENT'S FINAL APPROVAL.

Options:

- 1) APPROVE THE AGREEMENT AND AUTHORIZE PUBLIC WORKS TO ENHANCE THE DRAINAGE DITCH.
- 2) DENY THE AGREEMENT AND STATE REASONS FOR DENIAL.

Attachments:

AGREEMENT

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

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

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

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

October 24, 2019

VIA E-MAIL AND REGULAR MAIL

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

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

Re: Four Rivers Access and Indemnification Agreement

Dear Lawanda and Kenneth:

I have reviewed the final draft.

After having spoken with Lawanda it is my understanding that the County needs to get this work done.

So, although I am not totally happy with paragraph 6 or paragraph 9, based upon the above, it would be my suggestion to agree to it.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

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

ACCESS AND INDEMNIFICATION AGREEMENT

This Access and Indemnification Agreement (this "Agreement") is entered into and made effective as of the _____ day of _____, 2019, by and between TAYLOR COUNTY, a political subdivision of the State of Florida ("County.") and FOUR RIVERS LAND & TIMBER COMPANY LLC, a Delaware limited liability company ("Four Rivers"). County and Four Rivers are hereinafter referred to individually as "Party" or collectively as "Parties."

BACKGROUND

County is in the process of enhancing existing drainage, including culverts and ditches, on certain lands ("Permitted Activities") owned, in part, by Four Rivers as more particularly identified on Exhibit A attached hereto (the "Land"), or other areas as mutually agreed to by the Parties. County has requested and Four Rivers has agreed to provide access to the Land to allow the Permitted Activities. Accordingly, County and Four Rivers agree as set forth below.

1. Term. This Agreement is entered into for a term of ninety (90) days, beginning _____, 2019 and ending _____, 2020.
2. Access and Information.
 - a. County shall provide Four Rivers with at least two (2) business days' advance notice.
 - b. County will confine its activities and the materials and equipment to the Land, unless otherwise agreed to by all parties.
 - c. County will commit no damage or deposit waste to any portion of Four Rivers' property in its exercise of the permitted use. With the exception of natural debris generated as a result of the Permitted Activities, all materials placed by County on the Land must be removed prior to the expiration date unless approved in writing by Four Rivers.
 - d. County is responsible for all roadwork to access the Land and will restore all roads to at least as good of a condition as they were prior to use by County. Furthermore, upon completion of the Permitted Activities or termination of this Agreement, County will leave the Land in at least as good of a condition as prior to use by County. County shall bear all costs associated with its exercise of the rights afforded under this Agreement.
 - e. Four Rivers shall provide County and its representatives access to the identified portions of the Land at reasonable times during reasonable business hours. County shall comply with all laws, rules and regulations of any governmental authority and obtain all licenses and permits required in connection with the Permitted Activities, if any.
 - f. Upon completion of the Permitted Activities, County shall promptly return to Four Rivers any keys which were provided for access.

3. Indemnification. Four Rivers makes no warranties or representations about the condition of the Lands, any appurtenances thereto or other property of Four Rivers. County assumes any and all risks incidental to its exercise of rights and privileges granted by this Agreement. Four Rivers shall not be liable for any injury (including death) or property damage incurred or caused by County or any third parties caused by or in any way connected with County's exercise of its rights and privileges granted by this Agreement. Furthermore, County shall indemnify, defend (with counsel approved by Four Rivers in its sole discretion) hold harmless Four Rivers, its managers, managing members, directors, officers, employees, contractors and agents from and against any and all Claims arising from the performance of County's duties under this Agreement, including, but not limited to, any property damage or personal injury (including death) which may be sustained by County, or County's directors, officers, employees, contractors and agents, Four Rivers, its managers, managing members, directors, officers, employees, contractors or agents, or by any third persons, which is caused by or in any way connected with County's exercise of its rights and privileges granted by this Agreement. County further assumes all financial and regulatory responsibilities (including, without limitation, any permitting or reporting obligations) and any other liabilities (including, but not limited to cleanup and appropriate disposal of any waste material), for leaks, spills, discharges, disposal, fuel mishaps, or equipment failure which is caused by or in any way connected with County's exercise of right and privileges granted by this Agreement. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the County beyond the waiver provided in Section 768.28, Florida Statutes.

4. Insurance. County agrees to provide complete and adequate insurance indemnifying County and Four Rivers against the same, and shall name Four Rivers as an additional insured on all policies providing coverage for this Agreement, including the following coverage (none of which limits shall be self-reducing for costs of defense):

a. Either Comprehensive General Liability Insurance or Commercial General Liability Insurance, or the equivalent, with a combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate, for bodily injury and property damage, including personal injury.

b. Comprehensive Automobile Liability Insurance or Business Auto Policy covering all owned, hired or otherwise operated non-owned vehicles, with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence for bodily injury and property damage.

c. Workers Compensation insurance as required by law.

Before commencing work, County in its own behalf and for any subcontractor, shall furnish Four Rivers with certificates of insurance and all endorsements specified below indicating the company or companies carrying the aforesaid coverage with the effective dates and dates of expiration of said policies. Such certificates are to provide that the policies will not be changed or canceled during the term unless 30 days' prior written notice has been given to Four Rivers and County agrees to furnish such certificates and endorsements to Four Rivers prior to commencing operations under this Agreement. All liability insurance shall provide for severability of interest, shall provide that any act or omission of one of the named insured shall

not reduce or void coverage to the other named insured and shall be endorsed to waive insurers right of subrogation, County's insurance policy shall be endorsed to indicate that County's insurance is primary and any insurance maintained by Four Rivers or any other additional insured is non-contributing. Any such insurance certificate shall include Four Rivers as an additional insured using CG2010 11/85 or equivalent.

5. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be deemed to have been validly served, given, or delivered after deposit in the United States mails, postage prepaid by certified mail with return receipt requested, delivery to an overnight courier, or upon transmission if transmitted by facsimile transmission facilities or electronic means of transmitting electronic mail messages, and addressed to the Party to be notified as follows:

If to County: Taylor County
201 East Green Street
Perry, FL 32348
Attention: LaWanda Pemberton, County Manager
Telephone: (850) 838-3500

If to Four Rivers: Four Rivers Land & Timber Company LLC
1700 Foley Lane
Perry, FL 32347
Attention: Mr. Travis McCoy
Telephone: (850) 838-2200

Except as otherwise provided in this Agreement, any Notices shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (local time and at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and holidays recognized by County shall not be regarded as business days. Counsel for County and counsel for Four Rivers may deliver Notice on behalf of County and Four Rivers. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this Agreement.

6. Governing Law and Equitable Relief. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Florida, both as to interpretation and performance, and any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts

of the State of Florida and maintained only in any court of competent jurisdiction in Taylor County, Florida.

7. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Electronically transmitted executed copies of this Agreement shall be fully binding and effective for all purposes whether or not originally executed documents are transmitted to the other party hereto. Electronic signatures on documents are to be treated the same as original signatures. For all purposes, duplicate unexecuted and unacknowledged pages of each counterpart may be discarded and the remaining pages assembled as one document.

8. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys', paralegals', or expert witnesses' fees and costs incurred in (i) such suit at trial, (ii) on appeal or in connection with any bankruptcy or similar proceedings and (iii) litigating the entitlement to and amount of attorneys' fees to which the prevailing party is entitled.

9. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

IN WITNESS WHEREOF, the Parties hereto have read and caused this Agreement to be executed as of the date set forth above.

TAYLOR COUNTY, a political subdivision of the
State of Florida

By: _____

Name: _____

Title: _____

FOUR RIVERS LAND & TIMBER
COMPANY LLC, a Delaware limited
liability company

By: _____

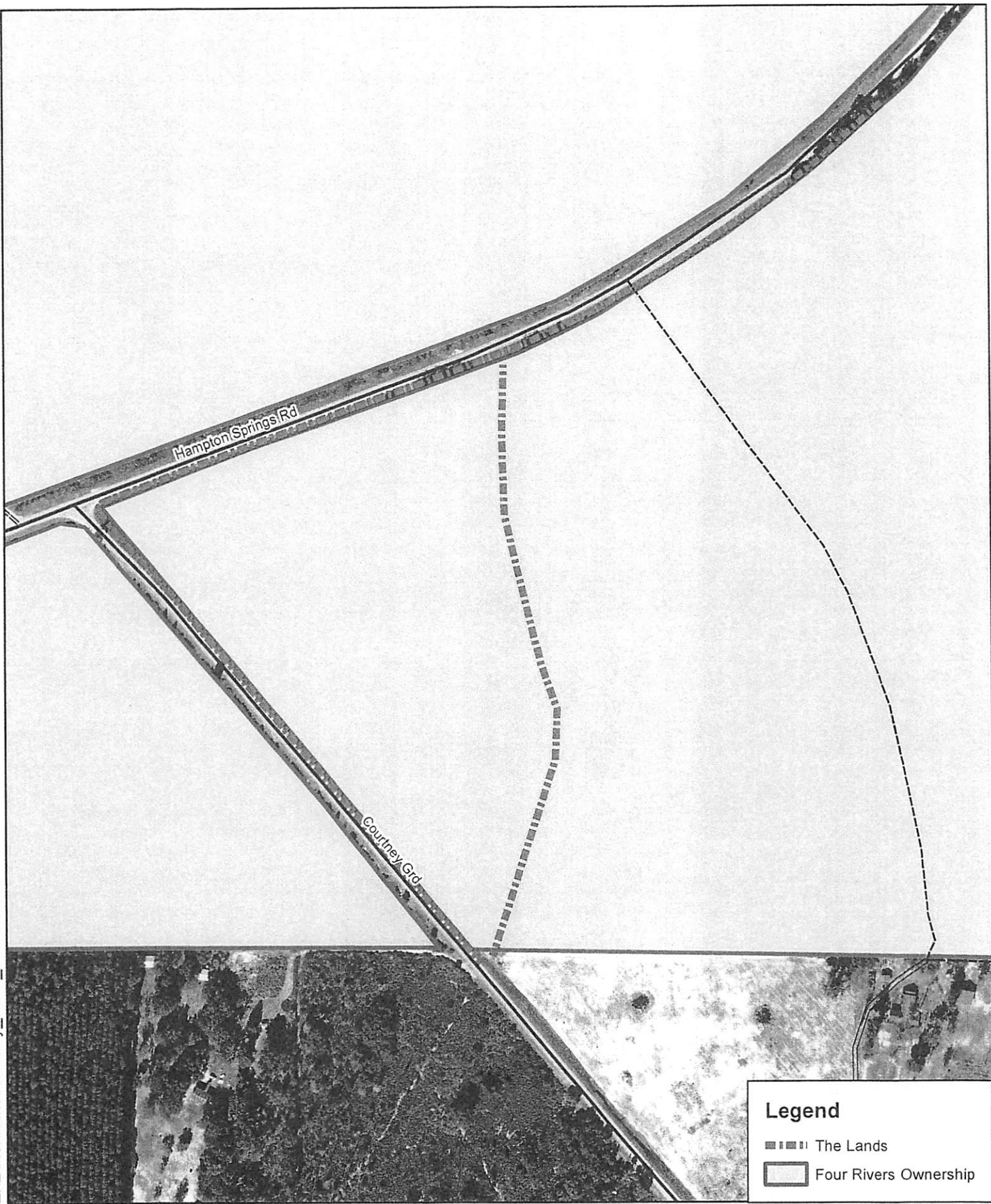
Travis McCoy, SVP

Exhibit A

Description of Property

[see attached]

Z:\E\ReidYates\County_Ditch_Work2.mxd



NOT TO SCALE RTY 9/4/2018

0 0.02 0.04 0.08 0.12 0.16 0.2 Miles



Property of Four Rivers Land & Timber Company LLC. This map print is loaned for mutual assistance and, as such, is subject to recall at any time. Information contained hereon is not to be disclosed or reproduced in any form without the written consent of the Four Rivers Land & Timber Company LLC. Property boundaries and other data are subject to change and drafting error. Therefore, the accuracy of this map is not guaranteed.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER REQUEST TO TRANSFER
NECESSARY FUNDING FROM RESERVES FOR
CONTINGENCY FOR REQUESTED RENOVATIONS AT THE
COUNTY COURTHOUSE.

MEETING DATE REQUESTED:

NOVEMBER 4, 2019

Statement of Issue: JUDGE PARKER AND JUDGE BLUE HAVE REQUESTED
RENOVATIONS TO THEIR OFFICES TO PROVIDE
ADDITIONAL SECURITY.

Recommended Action: APPROVE TRANSFER OF FUNDS

Fiscal Impact: \$10,000

Budgeted Expense: NO

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: JUDGE BLUE AND JUDGE PARKER HAVE REQUESTED
RENOVATIONS TO THEIR OFFICE SPACE THAT WOULD PROVIDE ADDITIONAL
SECURITY. THESE RENOVATIONS INCLUDE TEMPERING/OPAQUING THE
ENTRANCE AND SIDELIGHT OF JUDGE BLUE'S OFFICE, INSTALLING AN ACCESS
WINDOW IN THE HALLWAY AND INSTALLING A 1 WAY WINDOW INTO THE
ADJACENT WAITING ROOM. JUDGE PARKER IS REQUESTING A NEW DOOR WITH
PANIC HARDWARE AND FRAMING. THE ESTIMATED TOTAL OF THESE
RENOVATIONS IS APPROXIMATELY \$10,000 AND WAS NOT BUDGETED FOR THE
CURRENT FISCAL YEAR, STAFF WAS UNSURE OF THE TOTAL AMOUNT NEEDED
DURING THE BUDGET PREPARATION.

Options:

Attachments: EXPENDITURE STATUS REPORT FOR COURTHOUSE

SELECTION CRITERIA: expldgr.key_orgn='0160'
ACCOUNTING PERIOD: 1/20

PAGE NUMBER: 1
EXPSTA11

FUND-001 GENERAL FUND
FUNCTION-510 GENERAL GOVERNMENT
ACTIVITY-519 OTHER GENERAL GOVT.
TOTL/DEPT-0160 COURTHOUSE BLDG & GROUNDS

ACCOUNT - - - - - TITLE - - - - -		BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	22,495.00	1,729.60	.00	1,729.60	20,765.40	7.69
52110	FICA/MEDICARE TAXES	1,721.00	118.42	.00	118.42	1,602.58	6.88
52200	RETIREMENT CONTRIBUTIONS	3,285.00	252.52	.00	252.52	3,032.48	7.69
52300	HEALTH INSURANCE	20,705.00	1,725.37	.00	1,725.37	18,979.63	8.33
52320	LIFE INSURANCE	54.00	4.86	.00	4.86	49.14	9.00
52400	WORKERS' COMPENSATION	920.00	.00	.00	.00	920.00	.00
53460	CONTR.SVCS.-ELEVATOR	14,000.00	1,113.70	.00	1,113.70	12,886.30	7.96
53462	CONTR.SVCS.-MECHANICAL	3,000.00	.00	.00	.00	3,000.00	.00
54100	COMMUNICATIONS	1,700.00	131.90	.00	131.90	1,568.10	7.76
54300	UTILITY SERVICES	76,000.00	234.79	.00	234.79	75,765.21	.31
54500	INSURANCE	12,850.00	.00	.00	.00	12,850.00	.00
54610	R&M BUILDINGS & GROUNDS	9,500.00	.00	250.00	.00	9,250.00	2.63
54614	EXTERMINATION/PEST CONTR	800.00	.00	.00	.00	800.00	.00
54902	LEGAL ADVERTISING	200.00	.00	.00	.00	200.00	.00
54907	LICENSE/PERMIT/REGISTRAT	400.00	.00	.00	.00	400.00	.00
55201	GEN. OPERATING SUPPLIES	6,000.00	302.00	.00	302.00	5,698.00	5.03
55202	SAFETY PRODUCTS/SUPPLIES	600.00	24.40	.00	24.40	575.60	4.07
55220	TOOLS & IMPLEMENTS	500.00	.00	.00	.00	500.00	.00
TOTAL COURTHOUSE BLDG & GROUN		174,730.00	5,637.56	250.00	5,637.56	168,842.44	3.37
TOTAL GENERAL FUND		174,730.00	5,637.56	250.00	5,637.56	168,842.44	3.37
TOTAL REPORT		174,730.00	5,637.56	250.00	5,637.56	168,842.44	3.37

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER SIGNATURE OF ENVIRONMENTAL LETTER REFERENCING THE HMGP CLOSE OUT GRANT

Meeting Date:

NOVEMBER 4, 2019

Statement of Issue: **FDEM ENVIRONMENTAL REQUIRES A LETTER STATING THAT THE CONTRACTOR FOR THE HMGP GRANT FOLLOWED ALL ENVIRONMENTAL RULES AS REQUIRED TO COMPLETE CLOSE-OUT OF SAID GRANT.**

Recommendation: **SIGNATURE ON LETTER**

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

Submitted By: **KRISTY ANDERSON, TCSO EMERGENCY MANAGEMENT DIRECTOR**

Contact: **850-838-3575**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts, & Issues:

The HMGP elevation bid was executed March 20, 2018. The elevation of both homes has been completed by Rudy Blanco, Contractor. The grant is now in the closeout process and requires a letter stating that the contractor followed all environmental guidelines.

Options: 1. **APPROVE**

Attachments: **Letter stating contractor has met all environmental guidelines**
Correspondence from Rudy Blanco, Contractor
Correspondence from FDEM Environmental Specialist



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Wednesday, October 30, 2019

October 29, 2019

Re: Project 4280-08-R – Close-Out

To Whom It May Concern:

After speaking with our contractor Mr. Rudy Blanco, no archeological material or human remains were found during the elevation process for the two homes noted in this grant. The addresses of said properties are 220 Sandpiper Road, Perry, Florida 32348 and 21456 Heron Road, Perry, Florida 32348. No equipment was staged in the flood plain and/or wetland area.

Additionally, no FDEP permits were required. No petroleum products, hazardous materials found. No asbestos, lead base paint or toxic materials were found per Contractor Rudy Blanco. Should you have any other questions, please feel free to contact Mr. Blanco at 850-672-0706.

Respectively,

Pam Feagle
Chairperson
Taylor County Board of County Commissioners

Kristy Anderson

From: Yang, Mindy <Mindy.Yang@em.myflorida.com>
Sent: Tuesday, October 29, 2019 3:44 PM
To: Kristy Anderson
Subject: RE: [EXTERNAL] FW: 4280-08-R ENVI Closeout RFI

Everything else looks sufficient.

Mindy Yang

Environmental Specialist II
Florida Division of Emergency Management
Office: (850) 815-4581
www.floridadisaster.org

From: Yang, Mindy
Sent: Tuesday, October 29, 2019 3:44 PM
To: Anderson, Kristy (Taylor Co EM) <kristy.anderson@taylorsheriff.org>
Subject: RE: [EXTERNAL] FW: 4280-08-R ENVI Closeout RFI

Kristy,

Please change the No FDEP was required wording to "No FDEP permits were required," if that is the case.

Thank you,

Mindy Yang

Environmental Specialist II
Florida Division of Emergency Management
Office: (850) 815-4581
www.floridadisaster.org

From: Anderson, Kristy (Taylor Co EM) <kristy.anderson@taylorsheriff.org>
Sent: Tuesday, October 29, 2019 3:18 PM
To: Yang, Mindy <Mindy.Yang@em.myflorida.com>
Subject: [EXTERNAL] FW: 4280-08-R ENVI Closeout RFI

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Shelly [mailto:rudyblanco@yahoo.com]
Sent: Tuesday, October 15, 2019 6:05 PM

To: Kristy Anderson <kristy.anderson@taylorsheriff.org>

Subject: Re: 4280-08-R ENVI Closeout RFI

Kristy Anderson.

This respond to the information requested by mindy yang, environment specialist II

Concerning the National Historic preservation act no archeological material or humans remains were found.

No equipment was staged in the flood plain and/or wetland area.

No FDEP was required on my part.

No petroleum products, Hazardous Materials or toxic were found.

No asbestos, lead base paint or toxic materials were found

Contractor
Rudy Blanco

Sent from my iPad

On Oct 15, 2019, at 8:45 AM, Kristy Anderson <kristy.anderson@taylorsheriff.org> wrote:

Good morning Rudy:

Can you please answer the below and let me know if any apply to this project? Please see below, Jay Moseley's response on how to proceed by me asking you and me preparing a letter stating your answers.

Thanks,

Kristy Anderson

Director

Taylor County Sheriff's Office – Division of Emergency Management

850-838-3575 (Office)

850-843-4834 (Cell)

"By Failing to Prepare, You are Preparing to Fail." - Benjamin Franklin

<image003.jpg>

From: Jay Moseley [<mailto:JMoseley@govserv.com>]

Sent: Monday, October 14, 2019 1:28 PM

To: Kristy Anderson <kristy.anderson@taylorsheriff.org>

Subject: RE: 4280-08-R ENVI Closeout RFI

Kristy,

You can respond (I would have the chair sign the response), all you need to do is ask Rudy the questions – but my guess is that all the pertinent questions will be answered as "Not Applicable". I don't know of

anything otherwise. In grant projects, the Chief Elected Official is always the responsible entity and has authority to sign the environmental responses.

Jay

From: Kristy Anderson <kristy.anderson@taylorsheriff.org>
Sent: Monday, October 14, 2019 11:49 AM
To: Jay Moseley <JMoseley@govserv.com>
Subject: Fwd: 4280-08-R ENVI Closeout RFI

Who would complete these letters? If me, guidance please? If contractor, can I pass to Rudy?

Kristy

Get [Outlook for iOS](#)

From: Yang, Mindy <Mindy.Yang@em.myflorida.com>
Sent: Monday, October 14, 2019 11:17:03 AM
To: Kristy Anderson <kristy.anderson@taylorsheriff.org>
Cc: Bossanyi, Luz <Luz.Bossanyi@em.myflorida.com>; Catledge, Paula <Paula.Catledge@em.myflorida.com>; ODell, Jeremy <Jeremy.ODell@em.myflorida.com>
Subject: 4280-08-R ENVI Closeout RFI

Good morning Ms. Anderson,

Please provide the following for the environmental closeout for project 4280-08-R (13) Taylor County, Coastal Elevations:

3. Letter verifying compliance with the National Historic Preservation Act, to include whether archeological material or human remains were encountered during project activities, and if so, how they were handled.
4. Letter verifying that equipment was not staged in the floodplain and/or wetland areas.
5. Provide a copy of the Florida Department of Environmental Protection (FDEP) Permit if it was required.
6. Letter verifying if any significant items (or evidence thereof) were discovered during implementation of the project, and that the Sub-Recipient handled, managed, and disposed of petroleum products, hazardous materials, and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies.
7. Letter verifying that if any asbestos containing material, lead-based paint, or other toxic materials were found during construction activities, that the Sub-Recipient complied with all federal, state, local abatement and disposal requirements. Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing material (ACM) were taken to an authorized landfill for such materials shall be provided if applicable.

Please let me know if you have any questions.

Thank you,

Mindy Yang

Environmental Specialist II
Florida Division of Emergency Management

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO APPROVE HURRICANE IRMA
MODIFICATION #Z0546-8 SUBGRANT AGREEMENT**

Meeting Date:

NOVEMBER 4, 2019

Statement of Issue: The board to approve a sub-grant modification between FDEM and Taylor County for reimbursements funding for Hurricane Irma expenses.

Recommendation: APPROVE

Fiscal Impact: \$ NONE Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: KRISTY ANDERSON, TCSO EMERGENCY MANAGEMENT DIRECTOR

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County submitted projects to FEMA after Hurricane Irma due to storm related expenses. Due to an increase in the cost share amount in projects related to Hurricane Irma, a new agreement must be executed. In order to receive these funds, Taylor County must sign a sub-grant modification agreement with FDEM.

Options: APPROVE/NOT APPROVE

Attachments: Federally Funded Sub-award modification #Z0546-8 for Hurricane Irma.
Correspondence from Amanda Campbell of FDEM.

MODIFICATION # Z0546-8 TO SUBGRANT AGREEMENT
BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND
TAYLOR COUNTY

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division") and Taylor County

("Sub-Recipient"), to modify Contract Number Z0546, which began on 2017/09/04 ("the Original Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Original Agreement, pursuant to which the Division has provided a Subgrant to Sub-Recipient under the Public Assistance Program, including the payment of the original amount of the first obligated project worksheet; and,

WHEREAS, when the Sub-Recipient desires to request funds from subsequently obligated project worksheets, the Sub-Recipient must modify the Original Agreement to include the additional funding; and,

WHEREAS, these Subgrant Agreement Modifications are performed through a fully executed Amendment to the Original Agreement; and,

WHEREAS, these Modifications unnecessarily delay the reimbursement process; and,

WHEREAS, the Subgrant Agreements executed for Hurricane Irma (DR4337), are the only Subgrant Agreements that require these Subgrant Agreement Modifications.

NOW THEREFORE, in order to improve efficiency while keeping in compliance with State and Federal regulations the parties, in consideration of the mutual promises contained herein, agree as follows:

1. This Modification shall be the final amendment to the Original Agreement executed by the Sub-Recipient and the Division.
2. All subsequent project worksheets and project worksheet versions shall be incorporated into the Original Agreement upon obligation.
3. The Scope of Work, Attachment A to the Original Agreement, will continue to be updated to reflect Federal funding obligated and will continue to be incorporated herein by reference.
4. All previous provisions of the Original Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby amended to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
5. Section (C)(6), *Modifications*, of the Original Agreement, shall be amended to only read as,
"Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement."
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below,

SUB-RECIPIENT: Taylor County

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Kristy Anderson

From: Amanda Campbell <amcampbell@thf-cpa.com>
Sent: Monday, August 26, 2019 3:38 PM
To: TCEM
Cc: Kyle Baggett; fdempagants@em.myflorida.com
Subject: DR4337 Taylor County Z0546
Attachments: DR4337 Taylor County Z546.pdf

Importance: High

Good afternoon,

The Bureau of Recovery is pleased to implement contractual changes regarding Hurricane Irma DR-4337 Subgrant Agreement Amendments. Moving forward, the Division will only require a Final Amendment to the original Subgrant Agreement between the Subrecipient and the Florida Division of Emergency Management. The Final Amendment will eliminate future Amendments for subsequent Obligated Project Versions by incorporating these projects in the original Subgrant Agreement.

Under these changes, the payment process will become more streamlined, allowing Subrecipients to receive Project funding quicker. Newly obligated Small Projects that have completed the Accuracy Review in FloridaPA.org (FLPA) will be eligible for payment immediately. For Large Projects, Subrecipients will now be able to enter a Request for Reimbursement (RFR) for completed Project work as soon as the Project has completed the Accuracy Review in FLPA.

Please carefully read and review the attached Final Amendment together with all other attachments prior to signing. Please note, the Division will be unable to send the agreements in any form other than a PDF, due to legal stipulation. The signed agreement should be returned to me via email. Please be sure to copy FDEM staff below when sending the signed agreement:

John Smit and Jennifer Drake at fdempagants@em.myflorida.com

If you require any assistance, please contact me at 850-545-2404 or amcampbell@thf-cpa.com. I look forward to working with you on this project.

Have a nice day.



Amanda Campbell

Contractor on behalf of
Florida Division of Emergency Management
Bureau of Recovery

Phone: 850-545-2404
Email: amcampbell@thf-cpa.com

How's my customer service? Please contact the Florida Division of Emergency Management direct
Email: FDEM-PA-CustomerService@em.myflorida.com
Phone: (850) 815-4456 | Jennifer Drake, PA Program Administrator

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Fall County Commission Update from FDOT



MEETING DATE REQUESTED:

NOVEMBER 4, 2019 @ 6:00 PM

Statement of Issue: Fall County Commission Update from FDOT

Recommended Action: Presentation given by Mr. Browning and Mr. Driggers

Fiscal Impact: n/a

Budgeted Expense: n/a

Submitted By: Amy Tucker-Bauldree

Contact: Amy.Tucker-Bauldree@dot.state.fl.us or 386-758-3725

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: n/a

Options: n/a

Attachments: n/a

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



MEETING DATE REQUESTED:

Statement of Issue: Use of walking trail at Keaton Beach to Dark Island
and also set up 10x10 popup tent for registration near pavilion area to hold a 5K
"Walk the Turkey" event on Saturday, November 30th,
2019. Sponsored by Jogging For Jugs a registered 501 (c)
(3)

Recommended Action:

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: Ursula Miller

Contact: Ursula Miller

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: 5K walk/run to raise money for Cancer Research and to also help local Cancer Patients under treatment. Scheduled for Saturday, November 30, 2019

Options:

Attachments: see attachments

JOGGING FOR JUGS INC

ABOUT US:

#FINDACURE PROGRAM

Our goal at Jogging for Jugs is to grow this event so that we may help to

**FIGHT ALL CANCER, CELEBRATE SURVIVORS, SUPPORT THOSE
MAKING THE FIGHT OF THEIR LIFE AND LASTLY, TO HONOR THOSE
WHO HAVE LOST THE BATTLE TO THIS HORRIBLE DISEASE.**

Description:

Our mission through Product Sales/Donations, 5k Run-Walk Events, Corporate Sponsors and Contributions from the Public help us to support our #FINDACURE program via "Jogging For Jugs", a registered 501 (c) (3).

A large portion of proceeds will go to Cancer Research Center/s (to be announced in late October/November/December 2019) We will also retain a portion of funds locally to help aid some of our Local Cancer Patients with some of the burden and stress of the expenses associated, while under cancer treatment, i.e., Gas Gift cards to get back and forth to treatment centers, help with utility bills, grocery store gift cards, help with hotel room while at a treatment center, etc.,

*****WHILE OUR FUNDING IS AVAILABLE on our behalf.
HELP US HELP THEM!!**

Know that no donation or sponsorship is "TOO SMALL".
Every contribution helps and is greatly appreciated!

Find us on Facebook @Jogging For Jugs

Mail your contribution payable to:

**Jogging For Jugs
P.O. Box 223
Steinhatchee, FL 32359**

#FINDACURE

JOGGING FOR JUGS REGISTRATION FORM

Steinhatchee, Florida - 5K Walk/Run Event

SATURDAY, OCTOBER 19, 2019

Mail Completed and Signed Form and Entry Fee of \$25.00 (Children 12 years and under ON DAY OF EVENT are FREE) for early registration to:

(Late registration/day of event fee \$30.00)

Jogging For Jugs (make checks payable to Jogging For Jugs)

P.O. Box 223

Steinhatchee, FL 32359

Race Participants Name:

Mailing Address:

City/State/Zip Code:

Daytime Phone:

WAIVER: Each participant must provide a signature to certify the following statement:

(Parent or Legal Guardian must sign if runner/walker is under 18 years of age on day of event)

FULL WAIVER and RELEASE: In consideration for my entry being accepted, I hereby waive and release forever myself, for my heirs, executors, administrators, any and all claims of action(s) and suits I may accrue against Jogging For Jugs Inc., Volunteers, Sponsors, Property Owners whose property the race event is run on or held on, Race Director, any Volunteers and any Sponsors of this race, and any associated event(s) held during this all day event, for any bodily injury, property damage or economic loss, including death suffered by me while traveling to and from or competing in or attending any functions associated with the Jogging For Jugs 5K Walk/Run event scheduled to be held on October 19, 2019 whether from natural hazards, human-made or any other defect or omission or act.

****Weather Delay/Cancellation:** Should an act of Mother Nature, Hurricane, Tropical Storm, or any type of severe weather which is beyond our control, we reserve the right to Cancel and Reschedule this event for the Safety of ALL INVOLVED. A "Reschedule Date" would be announced ASAP for those paid participants.

*****Late Registration Fee:** Day of event: \$30.00

Race Participant Signature: or (Parental/Guardian Signature for minor)

DATE:

Age on Race Day: _____ (please check one walk/run) **5K Walk:** _____ **5K Run:** _____

Race Day T-Shirt Size (please circle): S M L XL XXL

(While supplies last, 12 years and under please write "Youth" along with size)

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

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

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

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

October 14, 2019

Hon. Annie Mae Murphy
Clerk of Courts
Post Office Drawer 620
Perry, Florida 32348

Ms. Lawanda Pemberton
County Administrator
201 East Green St.
Perry, FL 32347

Re: Taylor County vs. Brooks appeal

Dear Annie Mae and Lawanda:

Please find enclosed Mr. Tommy Reeves bill for handling the appeal in the above entitled cause.

Please put the bill in line for payment.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/jr

Enclosure

Cc: Mr. Tommy Reeves

Davis, Schnitker, Reeves & Browning P.A.

Post Office Drawer 652
Madison, FL 32341
850-973-4186

Fax No. 850-973-8564
FID#59-2207374

Invoice submitted to:

Board of County Commissioners of Taylor County, Florida
201 E Green Street
Perry, FL 32347

October 11, 2019

In Reference To: Timothy Brooks v. Taylor County, Florida
(First DCA Case No. 1D19-1547)
OUR FILE NO. 16206

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
6/26/2019 GTR Call from Conrad Bishop to discuss case.	0.25 250.00/hr	62.50
6/28/2019 GTR Meet with Conrad Bishop to discuss appeal and review record.	1.50 250.00/hr	375.00
GTR Prepare Notice of Appearance as co-counsel and file.	0.25 250.00/hr	62.50
GTR Review online record with First DCA.	0.25 250.00/hr	62.50
6/29/2019 GTR Review record and prepare answer brief.	3.25 250.00/hr	812.50
GTR Prepare Motion for Attorneys fees.	0.75 250.00/hr	187.50
6/30/2019 GTR Review record and prepare answer brief.	1.75 250.00/hr	437.50
7/1/2019 GTR Telephone Conference with Conrad Bishop on drafting brief.	0.50 250.00/hr	125.00
9/3/2019 GTR Review record, research, and prepare answer brief.	2.25 250.00/hr	562.50
9/4/2019 GTR Telephone Conference with Conrad Bishop.	0.25 250.00/hr	62.50
GTR Review order from DCA and email Conrad Bishop	0.30 250.00/hr	75.00

Please Make Checks Payable to: Davis, Schnitker, Reeves & Browning, P.A.
Invoice Due and Payable Upon Receipt.

	<u>Hrs/Rate</u>	<u>Amount</u>
9/4/2019 GTR Review record, research, and prepare answer brief.	3.75 250.00/hr	937.50
9/6/2019 GTR Prepare answer brief.	2.25 250.00/hr	562.50
9/7/2019 GTR Research and prepare answer brief	4.75 250.00/hr	1,187.50
9/8/2019 GTR Research and prepare answer brief	3.75 250.00/hr	937.50
9/12/2019 GTR Research and prepare answer brief	2.25 250.00/hr	562.50
9/13/2019 GTR Prepare answer brief	2.75 250.00/hr	687.50
9/14/2019 GTR Prepare answer brief	4.75 250.00/hr	1,187.50
9/15/2019 GTR Prepare answer brief	7.25 250.00/hr	1,812.50
GTR Prepare email to Conrad Bishop	0.25 250.00/hr	62.50
9/16/2019 GTR Final prepare of answer brief, Motion for Attorney's Fees, and Motion to Accept Brief.	2.50 250.00/hr	625.00
For professional services rendered	45.55	\$11,387.50
Additional Charges :		
6/28/2019 Mileage		40.60
6/30/2019 WESTLAW (Computerized Research Service)		278.00
7/1/2019 WESTLAW (Computerized Research Service)		139.00
9/21/2019 WESTLAW (Computerized Research Service)		248.00
Total costs		\$705.60
Total amount of this bill		\$12,093.10
Balance due		\$12,093.10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

**BOARD TO CONSIDER APPROVAL OF REQUEST TO
CONSTRUCT TAYLOR COUNTY PUBLIC LIBRARY OUTDOOR
SEATING AREA**



MEETING DATE REQUESTED:

11/04/2019

Statement of Issue:

**STAFF IS REQUESTING PERMISSION TO REMOVE
FLOWER BEDS AND REPLACE WITH CONCRETE TO
CREATE SITTING AREA WITH BENCHES AND PATIO
UMBRELLAS FOR PUBLIC TO USE WIFI 24/7.**

Recommended Action: APPROVE REQUEST

Fiscal Impact: \$3,900

Budgeted Expense: Yes

**Submitted By: JO ANN MORGAN
Contact: (850) 838-3512**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: MAINTENANCE HAS ALWAYS BEEN THE MAIN ISSUE
WITH EXISITING FLOWER BEDS. OUTDOOR SEATING
HAS ALWAYS BEEN LIMITED ON THE GROUNDS OF THE
LIBRARY. PATRONS ARE CURRENTLY USING THE
CONCRETE CORNERS THAT BORDER THE FLOWER
BEDS FOR SEATING. STAFF WOULD LIKE TO UPGRADE
THE SEATING AREA WITH BENCHES AND PATIO
UMBRELLAS FOR MORE COMFORT AND A CONVENIENT
PLACE FOR THE COMMUNITY TO ENJOY THE BENEFITS
OF OUR FREE WIFI.**

Options: APPROVE/NOT APPROVE

Attachments:

TAYLOR COUNTY PUBLIC LIBRARY OUTDOOR SEATING PLAN

ONE WILL BE HANDICAP ACCESSIBLE (ADA)



TAYLOR COUNTY PUBLIC LIBRARY FLOWER BEDS

