

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, DECEMBER 9, 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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO PROVIDE NOTICE OF ITS' INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS, FOR THE COST OF PROVIDING SOLID WASTE COLLECTION AND DISPOSAL SERVICES, FACILITIES AND PROGRAMS, IN THE UNINCORPORATED AREA OF THE COUNTY, COMMENCING ON OCTOBER 1, 2020.

5. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, LAND & WATER CONSERVATION FUND GRANT ASSISTANCE PROGRAM, FOR THE REHABILITATION OF HODGES PARK AT KEATON BEACH.
6. THE BOARD TO RECEIVE BIDS FOR THE SALE OF PARCELS OF PROPERTY ACQUIRED BY THE COUNTY FROM TAX DEED SALES, WHICH ESCHEATED TO THE COUNTY THROUGH THE TAX DEED PROCESS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
7. THE BOARD TO HOLD A PUBLIC HEARING, CONTINUED FROM NOVEMBER 19, 2019, SET FOR THIS DATE AT 6:25 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER AN APPEAL FILED BY MICHELLE AND DON CURTIS TO VARIANCES GRANTED BY THE PLANNING BOARD TO THE STEINHATCHEE AT DEADMAN'S BAY PROPOSED MARINA DEVELOPMENT.

CONSENT ITEMS:

8. EXAMINATION AND APPROVAL OF INVOICES.
9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE DOT/GREEN STREET SIDEWALK FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
10. THE BOARD TO CONSIDER APPROVAL OF DISPOSAL OF ASSETS, AS AGENDAED BY GARY KNOWLES, D.C.
11. THE BOARD TO CONSIDER APPROVAL OF NEW T-HANGAR LEASE AGREEMENT AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.
12. THE BOARD TO CONSIDER APPROVAL OF NEW DUKE ENERGY OUTDOOR LIGHTING LEASE AT THE AIRPORT, AS AGENDAED BY THE AIRPORT MANAGER.

13. THE BOARD TO CONSIDER APPROVAL OF GRANTS MANAGEMENT PLAN FOR THE ADMINISTRATION OF FEDERAL AND STATE GRANT AWARDS, AS REQUIRED TO BE IN COMPLIANCE WITH THE U.S. DEPARTMENT OF TREASURE RESTORE ACT REQUIREMENTS AND POLICIES, AND REPLACING THE GRANTS APPLICATION FOR TAYLOR COUNTY POLICY 2009-01, AS AGENDAED BY MELODY COX, GRANTS WRITER.
14. THE BOARD TO CONSIDER APPROVAL OF VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION TO FLORIDA FOREST SERVICE IN THE AMOUNT OF \$11,354.40 TO PURCHASE BUNKER GEAR FOR FIREFIGHTERS, AS AGENDAED BY THE GRANTS WRITER.
15. THE BOARD TO CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT ASSOCIATED WITH CONSTRUCTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LOCAL AGENCY PROGRAM GREEN STREET SIDEWALK PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
16. THE BOARD TO CONSIDER APPROVAL OF NEW OR AMENDED HUMAN RESOURCES POLICIES RECOMMENDED BY THE KRIZNER GROUP, AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.
17. THE BOARD TO CONSIDER ADOPTION OF FIVE (5) YEAR CAPITAL IMPROVEMENT PLAN, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
18. THE BOARD TO CONSIDER APPROVAL OF CHANGE ORDER IN THE AMOUNT OF \$3,565, TO THE CONTRACT FOR DEMOLITION/CONSTRUCTION WORK THROUGH THE STATE HOUSING INITIATIVES PARTNERSHIP SHIP) PROGRAM, ON ONE (1) HOME, AND ALSO TO CONSIDER APPROVAL OF EXCEEDING THE ARBITRARY COST LIMITS FOR THE SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP), AS AGENDAED BY JAMI BOOTHBY, GRANTS COORDINATOR.
19. THE BOARD TO CONSIDER APPROVAL OF EXPENDITURE AUTHORIZATION FOR RECORDING FEES FOR THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM FOR PROJECTS THAT EXCEEDED THE ARBITRARY COST LIMITS OF THE SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP), AS AGENDAED BY THE GRANTS COORDINATOR.

PUBLIC REQUESTS:

20. WALLACE HOLMES TO APPEAR TO PRESENT TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA) UPDATE.

COUNTY STAFF ITEMS:

21. THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION FOR COMMERCIAL WASTE COLLECTION SERVICES, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

GENERAL BUSINESS:

22. THE BOARD TO CONSIDER APPOINTING ONE (1) MEMBER TO THE TAYLOR COUNTY PLANNING BOARD (TCPB) TO FILL A VACANT SEAT FOR A TERM ENDING ON MAY 17, 2021, AS AGENDAED BY DANNY GRINER, BUILDING OFFICIAL.

COUNTY ATTORNEY ITEMS:

23. THE BOARD TO FURTHER DISCUSS RESOLUTION CONCERNING INTERNET CAFÉS'.
24. THE COUNTY ATTORNEY TO UPDATE BOARD ON THE STATUS OF THE OPIOD CASE.

COUNTY ADMINISTRATOR ITEMS:

25. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
26. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
27. 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

A RESOLUTION OF TAYLOR COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Taylor County, Florida (the "County") is contemplating the imposition of Special Assessments to fund the provision of solid waste collection and disposal services, facilities, and programs; and

WHEREAS, the County intends to use the uniform method for collecting non-ad valorem Special Assessments for the cost of providing solid waste collection and disposal services, facilities, and programs to property within the unincorporated area of the County, as authorized by section 197.3632, Florida Statutes, as amended, as this method will allow such Special Assessments to be collected annually commencing in November 2020, in the same manner as provided for ad valorem taxes; and

WHEREAS, the County held a duly advertised Public Hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2020, and with the tax statement mailed for such Fiscal Year, and continuing until discontinued by the County, the County intends to use the uniform method of collecting non-ad valorem Special Assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem Special Assessments to fund the provision of solid waste collection and disposal services, facilities, and programs within the unincorporated areas of the County. Such non-ad valorem Special Assessments shall be levied within the unincorporated area of the County. A legal description of such area subject to the Special Assessments is attached hereto as Exhibit B and incorporated by reference.

2. The County hereby determines that the levy of the Special Assessments is needed to fund the cost of solid waste collection and disposal services, facilities, and programs in the unincorporated area of the County.

3. Upon adoption, the County Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Taylor County Tax Collector, and the Taylor County Property Appraiser by January 10, 2020.

4. This Resolution shall be effective upon adoption.

DULY ADOPTED this _____ day of December, 2019.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: _____
Chairman

Attest:

ANNIE MAE MURPHY, Clerk

EXHIBIT B

LEGAL DESCRIPTION

The boundary lines of Taylor County are as follows: Beginning in the mouth of the Big Aucilla River; thence northerly, concurrent with the east boundary of Jefferson County, along the thread of said river to where same is intersected by the middle line of township two south, range five east; thence east on said middle township line, concurrent with the south boundary line of Madison County, across ranges six, seven and eight east to the range line between ranges eight and nine east; thence south on said range line to the township line between townships two and three south; thence east on said township line to the range line between ranges nine and ten east; thence south on said range line, concurrent with the west boundary of Lafayette County to the middle line of section seven, township seven south, range ten east; thence east on said middle line to the east line of said section seven; thence due south on the east line of said section seven and other sections to the township line between townships seven and eight south; thence east on said township line to the east line of section four, township eight south, range ten east, or the northwest corner of Dixie County; thence south, concurrent with the west boundary of Dixie County, on the east line of said section four and other sections to where same intersects the thread of the Steinhatchee River; thence southerly along the thread of the said Steinhatchee River to the mouth of said river; thence northerly through the Gulf of Mexico, including the waters of said gulf within the jurisdiction of the State of Florida, to the place of beginning.

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

Board to hold the second of two public hearings at 6:05 p.m. to discuss and receive public input for the possible grant submission to the 2019 funding cycle of the Florida Department of Environmental Protection Land and Water Conservation Fund (LWCF) grant program requesting funding assistance in the amount of \$200,000 for the renovation of Hodges Park at Keaton Beach.

MEETING DATE REQUESTED:

December 9, 2019

Statement of Issue: The Board to receive public input and discuss the possible grant submission for the upcoming funding cycle of the LWCF requesting funding assistance for the renovation of Hodges Park.

Recommended Action: Move forward with the submission of grant application for the rehabilitation of Hodges Park.

Fiscal Impact: There is a dollar per dollar match with this grant as it is federal funds, however the County can use Restore Act (Deep Water Horizon) funds for the match if the Board so approves.

Budgeted Expense: Y/N Not applicable at this time. The Board has approved moving forward with an amendment to the State Expenditure Plan (SEP) for the use of Restore Act funds. Hodges Park is included in the list of projects to be listed in the amendment. Funding for the project will not need to be budgeted until FY 2020-2021 if the grant is awarded to the County.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to submit one grant application for 2019 funding available through the LWCF. Staff is recommending submitting grant application in the amount of \$200,000 for the renovation of Hodges Park. Two public hearings are required of the grant and the first public hearing was held November 19, 2019 at 9:15 a.m. Proposed renovations to Hodges Park include: demolition and new construction of restrooms, renovation of

playground, reconfiguration and construction of new parking facilities, renovation of playground, renovation and/or new construction of picnic facilities, security lighting, and beach re-nourishment. The County has not applied for a LWCF grant in the past five years due to a match being required. The County was last awarded funding in 2014 for the development of Keaton Beach Coastal Park. The County provided a match in the amount of \$30,000 and the remainder of the match was provided by a Southeast Watershed Forum Grant, a Coastal Partnership Initiative Grant, and a U.S. Fish and Wildlife Service Grant. If awarded the grant, the County will have three years to complete the project.

Attachments:

Information on the LWCF program



Facts about LWCF

[Home](#) » [Divisions](#) » [Division of State Lands](#) » [Land and Recreation Grants Program](#) » Facts about LWCF

What is the Land and Water Conservation Fund Program?

LWCF is a competitive program that provides grants for acquisition or development of land for public outdoor recreation use.

How is LWCF Administered?

Florida Department of Environmental Protection (DEP) administers the program on behalf of the U.S. Department of the Interior, National Park Service. The program is governed according to Florida Statutes, Administrative Code and the LWCF Grants Manual.

Who May Apply for LWCF Funds?

All local governmental entities with the legal responsibility for the provision of outdoor recreational sites and facilities for the use and benefit of the public.

How Do I Apply?

Applicants must submit a completed LWCF grant application during an announced submission period. Applicants may submit only one application during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

What is the Maximum Grant Amount?

The maximum grant amount will be announced prior to the submission period.

What is the LWCF Matching Ratio?

The matching ratio is one applicant dollar to one federal dollar for all LWCF grant awards (50% / 50%).

What Can I Use to Match a LWCF Grant?

*Cash; *In-kind services; *Value of donated real property owned by applicant (must be pre-approved by DEP).

What may LWCF Funds be used for?

- **Development:** Outdoor recreation areas and facilities such as beaches, picnic areas, trails, ball fields, tennis and basketball courts, and playgrounds along with associated support facilities such as lighting, parking, restrooms and landscaping. Enclosed buildings and structures (except restrooms, restroom/concession buildings and bathhouses) are ineligible.
- **Acquisition:** Land for outdoor recreation purposes.

Must an applicant own the project site?

For development projects, the applicant must own the project site or lease it from a public agency by the closing date of the application submission period. Land owned or leased by the applicant must be dedicated in perpetuity as a public outdoor recreation area.

How are LWCF Grants Awarded?

Each application is reviewed to determine eligibility. Staff evaluates each eligible application according to the Florida Administrative Code and the LWCF Manual, and assigns a final score. Based on the scores, the bureau prepares and

submits a recommended priority list to the Secretary of DEP for approval. State approved projects are then submitted to the U.S. Department of the Interior, National Park Service for final review and award.

If an applicant is awarded LWCF funds, what are the major requirements?

Project Agreement: DEP and the grantee will enter into an agreement setting forth conditions consistent with DEP policy, the Florida Administrative Code and the LWCF Manual.

- **Completion Time:** Grantees may be allowed up to three years from the effective date of the agreement to complete development projects, and one year for acquisition projects.
- **Payment Schedule:** Grantees will receive LWCF funds on a reimbursement basis.
- **Project Plans:** Development projects shall have final plans prepared and certified by an engineer or architect registered in the state of Florida.
- **Project Accessibility:** A recipient of federal funding may not, directly or through contractual or other arrangements, on the grounds of age, race, color, sex, national origin, physical or mental disability, deny an individual any service or benefit that could otherwise be reasonably provided.
- **Site Dedication:** LWCF assisted park land must be dedicated as a public outdoor recreation area in perpetuity. Grantees must commit to operate and maintain LWCF assisted public recreation facilities in reasonable repair for a minimum of 25 years after completion of construction to prevent undue deterioration.
- **Land Acquisition:** Unless approved by DEP in advance, formal negotiations for acquisition of a LWCF assisted site may not begin until the grant is awarded by the National Park Service. Grantees have up to three years to develop the property after purchase.

Who Do I Call for More Information?

Department of Environmental Protection
Land and Recreation Grants
3900 Commonwealth Boulevard, MS 585
Tallahassee, Florida 32399-3000
Phone 850-245-2501
Fax 850-245-3038

Last Modified: May 10, 2019 - 8:45am



Florida Department of Environmental Protection

LAND AND WATER CONSERVATION FUND PROGRAM
GRANT APPLICATION PACKAGE

Population Density 1 - Population Under 10,000

| Rank | Funding |
|-------------|----------------|
| 1 | Construction |
| 2 | Renovation |

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

| Rank | Funding |
|-------------|----------------|
| 1 | Renovation |
| 2 | Construction |

Population Density 3 - Population 25,000 to 49,999

| Rank | Funding |
|-------------|----------------|
| 1 | Construction |
| 2 | Renovation |

Population Density 4 - Population 50,000 to 99,999

| Rank | Funding |
|-------------|----------------|
| 1 | Construction |
| 2 | Renovation |

Population Density 5 - Population 100,000 and Over

| Rank | Funding |
|-------------|----------------|
| 1 | Renovation |
| 2 | Construction |

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



Florida Department of Environmental Protection

LAND AND WATER CONSERVATION FUND PROGRAM
GRANT APPLICATION PACKAGE

Outdoor Facility Needs Ranked by Priority Index: Population Density 2

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

Population Density 2 – Population from 10,000 to 24,999

(7)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a public hearing to consider an appeal filed by Michele and Don Curtis to variances granted by the Planning Board to the Steinhatchee at Deadman's Bay proposed marina development

MEETING DATE REQUESTED:

November 19, 201~~8~~19

Statement of Issue: Public hearing to consider appeal

Fiscal Impact:

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Planning staff received an application for variances to the Land Development Code (LDC) from Matthew H. Lahti, representing Steinhatchee Marina at Deadman's Bay, LLC on August 13, 2019. During a public hearing held on September 5, 2019, the board voted to continue the hearing until October 3, 2019. The requested variances are as follows:

1. **Variance for Restrooms Below Base Flood Elevation:** Board to consider variance to site public restrooms below Base Flood Elevation (BFE) at proposed commercial marina.
2. **Variance to Height Restrictions for Commercial Marina:** Board to consider variance to exceed the maximum mean roof height above BFE by 6-feet.
3. **Variance to Height Restrictions for Dry Stack Storage:** Board to consider variance to exceed the maximum mean roof height above BFE.
4. **Variance to Setback Requirement for Marina:** Board to consider variance to allow marina within 7.5' of the front (Riverside Dr.) property line.
5. **Variance to Setback Requirements for Dry Stack Storage:** Board to consider variance to allow dry stack storage building within 2.2' of the front (Riverside Dr.) property line and 3' from the side property line (Main St.)

The Taylor County Planning Board held a public hearing on October 3, 2019 and approved all of the requested variances. Planning staff received a notice of appeal from Michele and Don Curtis on November 1, 2019.

- Attachments:**
1. Copy of application
 2. Maps provided by applicant
 3. Planning Board minutes
 4. Copy of hearing notice
 5. Copy of notice of appeal

- Options:**
1. Uphold all, or a portion of, Planning Board decision
 2. Overturn all, or a portion of, Planning Board decision

I have attached pertinent sections of the LDC for your convenience.

R322.1.6 Protection of mechanical, plumbing and electrical systems.

Electrical systems, *equipment* and components; heating, ventilating, air conditioning; plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* shall be located at or above the elevation required in Section R322.2 or R322.3. If replaced as part of a substantial improvement, electrical systems, *equipment* and components; heating, ventilating, air conditioning and plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* shall meet the requirements of this section. Systems, fixtures, and *equipment* and components shall not be mounted on or penetrate through walls intended to break away under flood loads.

Exception: Locating electrical systems, *equipment* and components; heating, ventilating, air conditioning; plumbing *appliances* and plumbing fixtures; *duct systems*; and other service *equipment* is permitted below the elevation required in Section R322.2 or R322.3 provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the design flood elevation in accordance with ASCE 24. Electrical wiring systems are permitted to be located below the required elevation provided that they conform to the provisions of the electrical part of this code for wet locations.

R322.3.2 Elevation requirements.

Buildings and structures erected within coastal high hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 1 foot (305 mm) or the design flood elevation, whichever is higher.

Height, building, means the vertical distance from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch. Height of a building in stories includes basements, except as specifically provided for in the building code set forth in article IV, division 1, of this chapter.

Restrictions. In the Steinhatchee area described in subsection (a) of this section the height limitation is as follows:

Generally. Maximum structure height is limited to 32 feet. Building height shall be measured from the highest point of the natural or existing ground elevation immediately adjacent to the subject building or structure, except that in those areas of Steinhatchee located in whole or in part within the Coastal High Hazard Area (FEMA V Zone and A Zone) as delineated on the Flood Insurance Rate Map (FIRM) the building height shall be measured from the base flood elevation (BFE) as established on the FIRM.

Exceptions. Church spires, chimneys, water towers, transmitter towers, smokestacks, flagpoles, television antennas, and similar structures and their necessary mechanical appurtenances, may, where specifically permitted by the commission, be erected above the height limits established in subsection (c)(1) of this section.

Sec. 42-717. - Setbacks.

Mixed use urban development setback.

All permitted or permissible commercial uses and structures, unless otherwise specified:

Front: 20 feet.

Side: None, except where a side yard is provided, then a side yard of at least ten feet must be provided.

Rear: 15 feet.

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

MICHELE AND DON CURTIS,

Appellants,

v.

STEINHATCHEE MARINA AT
DEADMAN'S BAY, LLC,

Appellee.

BOCC CASE NO.: _____
PERMIT NO.: 1850

NOTICE OF APPEAL

NOTICE IS GIVEN that MICHELE AND DON CURTIS, Appellants, appeals to the Board of County Commissioners of Taylor County, Florida, the *ORDER GRANTING VARIANCE APPLICATION WITH CONDITIONS* rendered verbally by the Taylor County Planning Board on October 3rd, 2019, pursuant to Taylor County Code, § 42-55. A copy of the same will be attached to an amended notice of appeal. ¹

Respectfully submitted on November 1st, 2019.

¹ The undersigned attorney was advised by the Taylor County Planning Department on November 1st, 2019 that no written rendition of the Taylor County Planning Board's *Order Granting Variance Application With Conditions* has yet been rendered by said Board. In an abundance of caution, this *Notice of Appeal* is being filed within the timeframes set forth in Taylor County Code § 42-55 as if said Board's *Order* was reduced to writing and executed at the time of the hearing on the variance application (October 3rd, 2019).

THE CURTIS LAW FIRM, P.A.

/s/Ray Curtis.
Ray Curtis
Florida Bar No. 0043636
103 N. Jefferson Street
Perry, FL 32347
(850) 584-5299 Phone
(850) 290-7448 Fax
Email: ray@thecurtislawfirm.com
Attorney for the Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on November 1st, 2019, by electronic mail to Jesse McIntyre, Esquire, attorney for Appellee, at jsm@mcintyrehenderson.com.

/s/Ray Curtis.
Ray Curtis

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

MICHELE AND DON CURTIS,

Appellants,

v.

STEINHATCHEE MARINA AT
DEADMAN'S BAY, LLC,

Appellee.

CASE NO.: 1D19-3037
PERMIT NO.: 1850

NOTICE OF APPEARANCE OF COUNSEL

The law firm of The Curtis Law Firm, P.A., hereby files this Notice of Appearance in the above-styled cause as counsel for the Appellants. All further pleadings and other documents in this cause should be directed to the address of the undersigned attorney.

Ray Curtis, as attorney for the Appellants, hereby designates the following e-mail address for the purpose of service of all documents required to be served in this proceeding:

Primary E-mail Address: ray@thecurtislawfirm.com

Secondary E-mail Address: charlene@thecurtislawfirm.com

Respectfully submitted on November 1st, 2019.

Notice of Appeal

Page 1 of 2

THE CURTIS LAW FIRM, P.A.

/s/Ray Curtis.
Ray Curtis
Florida Bar No. 0043636
103 N. Jefferson Street
Perry, FL 32347
(850) 584-5299 Phone
(850) 290-7448 Fax
Email: ray@thecurtislawfirm.com
Attorney for the Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on November 1st, 2019, by electronic mail to Jesse McIntyre, Esquire, attorney for Appellee, at jsm@mcintyrehenderson.com.

/s/Ray Curtis.
Ray Curtis



**Steinhatchee Marina at Deadman's Bay
Zoning Variance Request Overview**

Parcel 09965-050

August 12, 2019

Prepared for:

Steinhatchee River Club at Deadman's Bay, LLC
25655 Marsh Landing Parkway
Ponte Vedra, Florida 32082
Contact: Chester Stokes, Jr.

Submitted to:

Mr. Danny Griner
Taylor County – Planning & Zoning
201 East Green Street
Perry, Florida 32347

Prepared by:

Matt Lahti, P.E.
Gulfstream Design Group, LLC
906 Anastasia Blvd, Suite A
Saint Augustine, Florida 32080
1.904.794.4231
matt@gulfstreamdesign.com



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1.0 Property Owner, Applicant, and Agent Information

Property Owner:

Salty Secret Holdings, LLC
25655 Marsh Landing Parkway
Ponte Vedra, Florida 32082
Contact: Chester Stokes, Jr.

Applicant:

Steinhatchee River Club at Deadman's Bay, LLC
25655 Marsh Landing Parkway
Ponte Vedra, Florida 32082
Contact: Chester Stokes, Jr.

Agent for Variance Application:

Gulfstream Design Group, LLC
906 Anastasia Blvd, Suite A
Saint Augustine, Florida 32080
Contact: Matt Lahti, P.E.
matt@gulfstreamdesign.com
1.904.806.2898



2.0 Type of Request

The applicant is seeking to modify select sections of the Taylor County Land Development Code in order to create a mutually beneficial facility for Taylor County and the property owner. This will be done by creating the three Variances listed below in Sections 6.0-9.0.

3.0 Location Description

The property is located on the Southern side of "First Avenue SW" adjacent to the Steinhatchee River and is located in between "First Street NW" and "First Street SE". The site is bound directly to the east by wetlands and salt marsh. The site is located within the "urban core" of Steinhatchee. The County boat ramp is to the east of the site and Roy's is directly to the west of the subject site.

4.0 Property Information

The parcel is numbered "09965-050" per the Taylor County Property Appraiser and consists of approximately 0.35 acres and has a physical address 104 First Avenue SW. The parcels legal description states that: "LEG 0000.35 ACRES - STEINHATCHEE SUB - PART OF BLK 15 DESC AS COM NE COR - BLK 113 RUN S 301.65 FT TO S RW RD - AS POB CONT S 114.25 FT N84DW 10 FT - M/L TO E BNK BASIN NLY WLY ALG BNK - TO E LN 1ST ST W & ON RIVER N 51 FT - S83DE 28.99 FT S84DE 292.27 FT TO - POB LESS W 28.99 FT TOGETHER WITH - ESMTS IN OR 490-719 & 608-567 - TOGETHER WITH LEASES IN OR 581-677 - 608-567 & 639-180 - OR 635-787 - SUBMERGED LAND LEASE OR 681-492 OR 783-714"

5.0 General Description of Proposed Development

The applicant proposes to construct a three story commercial building with associated marina area, and Dry Stack Boat Storage Facility. Please reference "Attachment E" for the geometric site plan. The Marina at Deadman Bay is located on the Steinhatchee River in FEMA Flood Zone VE. Flood Zone VE has a base flood elevation of 17'. The site has an existing average grade of 5.80'. The proposed building is elevated to reduce the risk of flood damage to the conditioned/habitable space in the event of a major storm.

6.0 Zoning Variance Request #1 (Restrooms within a Flood Plain, See Attachment "A, B and C" for supporting documents)

Steinhatchee Marina at Deadmans Bay, LLC (Applicant) is petitioning Taylor County for the allowance of bathroom facilities to be located on the ground level of the proposed Steinhatchee Marina at Deadmans



Bay, which places the facilities within the FEMA base flood plain of that property. However, to not do so creates an undue hardship, an increase in daily life safety, risk, and no guarantee of protection against the threats from which the code is set to protect.

With regards to undue hardship to the owner, please reference the attached architectural documents numbered A1.1.0 (Attachment A) and A1.2.0 (Attachment B). As a business open to the public the Marina and Drystack buildings have a fundamental responsibility to the employees and guests to provide restroom accommodations within the limits of the site. If you were to look at these two components separately the code makes no allowance for sanitary facilities outside of temporary portalet units on the ground level.

Only with the addition of the main marina building does the Steinhatchee Marina at Deadmans Bay, LLC (Applicant) have an opportunity to provide for the required bathroom facilities, but only then on the second floor. This creates an undue hardship by, reducing the overall habitable space on the second floor, and increasing improper traffic of people through the retail from the dry dock bays and the marina, increasing inconvenience, profitability, cost and threat of theft. Additionally, this creates a greater difficulty in accessible accommodations via a single elevator.

Due to this increased traffic, guests and employees must now utilize the overused stairways and elevator increasing the overall life safety risk of the building. This is due to the hazardous conditions created by working in the docks and waterfront, where employees and guest have a chance to come into contact with water and oily substances which will then be transferred to the egress routes of the building. Adding to the threat of potential urgency and divided attention, not only does this increase the likelihood of slips and falls to visitors rushing upstairs; it's also increases the danger to life safety by impairing the primary egress routes in the cause of emergencies.

Finally, it is the design team's belief that the provision in the code does not adequately respond to the issue it is trying to prevent. In this instance, since bathrooms are transitory in nature, the threat of danger does not come from a long-time habitable use, but from the issue of sanitary pollution. In this occurrence by requiring plumbing fixtures to be located above the FEMA flood plain. However, with the use of breakaway walls in the areas below, simply elevating the fixtures does not guarantee that the actual sanitary pipes will remain unbroken. In this case FEMA provide alternates in existing structures to mitigate the same risk while maintaining a ground level bathroom facility.



A. Statement describing special conditions and circumstances, which are peculiar to the land, structure or building involved.

- In this area the base flood plain is remarkably high, increasing the risk of pipe damage running from first to second floor. Additionally this increases the height one must travel to reach the second floor where the bathrooms are proposed by code.

B. Statement that the special conditions and circumstances is not the result from action of the applicant.

- The special conditions on the site are due to the base flood level, and stringencies of the Florida Building Code.

C. Explain how a literal interpretation of the provisions of the Code could work unnecessary and undue hardship on the applicant.

- By following the literal interpretation of the code, it creates an undue hardship, an increase in daily life safety risk, and no guarantee of protection against the threats from which the code is set to protect.

D. Explain how the variance, if granted, is the minimum variance that will make possible the reasonable use of the land, structure or building.

- With the use of the Marina and the dry docks, the only other provisions for sanitary facilities employees and guest on the first floor would be port-a-lets or a second-floor use. Neither of these are reasonable solutions to allow the land to be improved upon. So restrooms located on the first floor are the simplest variance.

E. Statement that the variance will not be injurious to the land use district involved or otherwise detrimental to the public interest

- Since the primary threat to public interest is sewer contaminations. The way this variance would not be injurious would be to follow FEMA guidelines to securing existing building located in similar flood plain regions. Just as the code allowed use of portlets creates a precedent where the facilities could be secured or removed during a flood condition. So can the permeant bathrooms located on the first floor follow a secure and protection plan with the event of a storm. This plan mitigates in a more appropriate way the issues that code is trying to protect against. There no threat to injuring land or public interest.



7.0 Zoning Variance Request #2 (Building Height, See Attachment "D" for supporting documents)

Steinhatchee Marina at Deadmans Bay, LLC (Applicant) is petitioning Taylor County for a 2' variance with regards to building height. Due to the high FEMA base flood plain of the site, and the practicality of certain roof types and aesthetics. The median height of the roof comes in at 38' as opposed to the allowed 36'

1. ***Statement describing special conditions and circumstances, which are peculiar to the land, structure or building involved.***
 - *Due to the high base flood level, the ground floor height of the building is higher than average. In addition, to match the Florida character of the surrounding buildings and to make the building culturally appropriate for the site requires a pitched shingle roof construction. This in turn requires a certain pitch which takes up more height. If Steinhatchee Marina at Deadmans Bay, LLC (Applicant) were able to use a flat roof this variance would not be required but the character would not fit. Additionally, the hip style of roof that was utilize helps to mitigate wind uplifts creating an overall safer structure.*
2. ***Statement that the special conditions and circumstances is not the result from action of the applicant.***
 - *The special conditions are a circumstance of the base flood plain height and the architectural character of the region. Minimum heights have been utilized to create the floor to floor height for the 2 stories meaning the only way to reduce the total height of the building would be to reduce the roof pitch which would reduce the overall architectural cohesiveness with the region.*
3. ***Explain how a literal interpretation of the provisions of the Code could work unnecessary and undue hardship on the applicant.***
 - *A literal interpretation of the provision may require an alternate roof system that would require much redesign and impairment to the overall building aesthetic and cost.*
4. ***Explain how the variance, if granted, is the minimum variance that will make possible the reasonable use of the land, structure or building.***
 - *The variance would move the total height difference of the building by 2 ft.*



5. Statement that the variance will not be injurious to the land use district involved or otherwise detrimental to the public interest

- A 2ft difference should have minimal detrimental impact to the public. However, to proceed without a variance may increase the threat of injuring through the need to utilize a flatter roof system to come in under the required height.

8.0 Zoning Variance Request #3 (Building Setbacks, Please See Attachment “E” for supporting documents)

Steinhatchee Marina at Deadmans Bay, LLC (Applicant) is petitioning Taylor County for a variance to the setback requirements for the subject parcel. The proposed building incorporates many design elements to reduce risk and increase safety during a major storm event. It is designed around the existing conditions of the site and is by no means a result from actions by the owner. Structures in the VE Zone must be designed so that the bottom of the lowest horizontal structural member is located a minimum of one (1) foot above Base Flood Elevation. The lowest horizontal structural member is the beam, girder, or joist that supports the floor and/or floor system of the structure.

All Heating, Ventilation and Air Conditioning equipment and associated ductwork must be located a minimum of one (1) foot above Base Flood Elevation. Appliances also cannot be located within the area under the proposed finished floor per the Taylor County LDC. This includes, but is not limited to, clothes washers, clothes dryers, water heaters, air handlers, etc. However, the height of the area must be great enough to allow for maintenance and the necessary equipment. The variance is the minimum variance that will make reasonable use of the land as it allows for a single variance to remedy the situation involving the existing conditions and potential future issues to develop a safe structure that will be a landmark for the area for years to come.

The proposed building and development will be a commercial tourist destination for many. The project will bring in an increase in tourism and tax revenue and will ultimately be a sign of positive regional development. The natural surroundings are incorporated into the design and there will not be an increase in flooding to anyone in the area. Currently a 20' setback is required by the Taylor County LDC on the



parcels northern boundary. The applicant is requesting a variance of 14.2' from LDC proposed building 5.8' from the Right of Way line of Taylor County on the northern parcel boundary.

Currently a 5' setback is required by the Taylor County LDC on the parcels eastern boundary. The applicant is requesting a variance of 2.0' from LDC proposed building 3.0' from the Right of Way line of Taylor County on the eastern parcel boundary.

1. *Statement describing special conditions and circumstances, which are peculiar to the land, structure or building involved.*

- Due to the high base flood level building must be designed to accommodate FEMA, match the Florida character of the surrounding buildings and to make the building culturally appropriate for the site requires a layout as proposed in Attachment C. This in turn requires the layout shown for the proposed marina building as well as the proposed dry stack buildings. The setback request on the northern boundary is in character with the remainder of the commercial buildings in the area and these requests will have minimal negative impact on the surrounding areas, it will help to increase the capacity of commercial facilities in the area to support the community.

2. *Statement that the special conditions and circumstances is not the result from action of the applicant.*

- The special conditions are a circumstance of the sites extremely narrow geometric boundary shape, FEMA flood plain height and the architectural character of the region. Minimum heights have been utilized to create the floor to floor height for building meaning the only way to reduce the total size of the building would be to increase the roof height which would reduce the overall architectural cohesiveness with the region.

3. *Explain how a literal interpretation of the provisions of the Code could work unnecessary and undue hardship on the applicant.*

- A literal interpretation of the provision may require an unusually narrow and even taller structure than is currently proposed. The site is bound on the north by a county road and bound to the south by a man made basin. The sites geometric shape presents in itself a hardship and this the request for the setback variances.



4. *Explain how the variance, if granted, is the minimum variance that will make possible the reasonable use of the land, structure or building.*
 - The variance would all this proposed building to be consistent with Roy's directly to the west and is the minimum variance to allow the applicant to make reasonable use of the site.
5. *Statement that the variance will not be injurious to the land use district involved or otherwise detrimental to the public interest*
 - The setbacks requested will have minimal detrimental impact to the public.

9.0 Attachments

- A. Sheet A1-0-1 (By SVM Architects and Planners)
- B. A1-2-0 (By SVM Architects and Planners)
- C. A1-2-0 (Plumbing Change) (By SVM Architects and Planners)
- D. Sheet A2-0-0 (ELEVATIONS) (By SVM Architects and Planners)
- E. Civil Site Plan Sheet 4.2 (Site Plan) (By Gulfstream Design Group)

TAYLOR COUNTY PLANNING BOARD

Minutes

October 3, 2019

Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347

| Members Present | | Speakers | | Staff Present |
|------------------------|--------------|------------------|---------------|----------------------|
| Dale Rowell | Jan Hopkins | Fred Mitchell | Toby Griffis | Danny Griner |
| Pam Wessels | Earl Ketring | Tim Bailey | Chris Vanzant | Ray Curtis |
| Donnie Pickford | | Chester Stokes | Jody Griffis | |
| | | Matt Lahti | Jim Hunt | |
| | | Barnett Chenault | | |

GENERAL BUSINESS

1. **Approval of Minutes:** Dale Rowell calls the meeting to order and states that the 1st item on the agenda is approval of the minutes for September 5, 2019. Donnie Pickford makes a motion to approve the minutes as written; Pam Wessels seconds the motion; the vote is unanimous.

PUBLIC HEARINGS

2. **Steinhatchee Marina at Deadman's Bay Variances:** Dale Rowell opens the public hearings for consideration of variances to the height restrictions, setback requirements, and placement of a restroom below Base Flood Elevation (BFE) on the parcel of land in Steinhatchee where the applicant is proposing a marina building and dry stack storage. Dale then states that as he will be required to abstain from discussion and voting on the issue and vice-chair Sally Roberts is not in attendance to act as chair, the board will need to elect a temporary chair to conduct the meeting. Pam Wessel states that she will also have to abstain from discussing and voting on the issues. Pam then makes a motion to nominate Earl Ketring as acting chair; Jan Hopkins seconds the motion; the motion passes by unanimous vote. Board counsel Ray Curtis states that Dale and Pam will have to state the reason for abstaining. Dale states that he has performed surveying services for the applicant. Pam states that she has assisted the applicant in finding property for development. Ray then informs the board that he will be unable to represent the board for the public hearings, as his family is owner of one of the abutting properties.
3. **Variance for Restrooms Below Base Flood Elevation (BFE):** Earl Ketring opens the public hearing to consider a variance to place restrooms below BFE on the ground level of the proposed marina site located at 104 1st Ave SW. Chester Stokes approaches the board stating that he is a long time property developer in Florida and project has been in the planning stages for 2 years, concluding that it is their desire to do the "right thing". Chester continues by stating that they had met with Don & Michele Curtis prior to the meeting and thought they had allayed their concerns around nuisance lighting, noise, view obstruction, etc., then stating that the project is intended to be family friendly, but noted that docks are a required part of the design. Chester then addresses the unique 100-foot right-of-way widths found in Steinhatchee and provides the board with a chart of area structures on Riverside Drive that extend a similar distance into the setback areas as the proposed marina, continuing by stating that the architectural cracker type design would be inhibited by limiting the desired roof pitch on the building, concluding by stating that the roof pitch was needed and their intent was to be good stewards. Barnett

Chenault then addresses the board stating that not allowing the restrooms on the ground floor creates a hardship on the developer and the Life Safety Code does not provide an alternative to the variance, further stating that the building code doesn't seem to relate other than for sanitary concerns. Earl Ketrang confirms that the marina will be tied in to the Big Bend Water Authority water and sewer system. Earl then asks for public input. Jim Hunt speaks to the board stating that the applicants are good folks and are what they say they are, continuing by explaining that the original sewer expansion in Steinhatchee was along Riverside Drive and the county public restrooms are on the ground level also, concluding by asking that the board approve the variance. Fred Mitchell addresses the board stating that he lives in Steinhatchee, knows the Griffis family and they are good for Steinhatchee, further stating that not many wish to invest this amount of money in the area and it will generate a lot of taxes. Fred then states that it would create a lot of jobs and other variances have been granted in the area, concluding by stating that he has talked to a lot of people who are in 100% support of the project and it would be good for Steinhatchee. Earl Ketrang states that he does not see a problem with the restroom location, noting that Roy's Restaurants restrooms are on the ground level. Jan Hopkins confirms that the BFE at the site is 17-feet above sea level. Donnie Pickford states that the project appears in line with other area sites and offers a motion to approve the variance; Jan Hopkins seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).

4. **Variance to Height Restrictions for Commercial Marina:** Earl Ketrang opens the hearing concerning a 6-foot variance to the 32-feet above BFE height restriction in the Land Development Code. Barnett Chenault approaches the board stating that the requested variance is not for additional space, but, for aesthetic purposes to achieve a similar look to other area structures. Jim Hunt addresses the board speaking to ecotourism, further stating that he had to pursue a variance to build his home on the road next to the project, concluding by stating that he does not want Miami type condo growth, but, controlled growth. Michele Curtis speaks to the board stating that her family wants to see Steinhatchee grow and is not opposed to the development proposal, continuing by stating that they have owned the adjacent property for 17 years and have seen people come and go, but, thinks the developer intends to stay there, further stating that they appear to be honest people who are concerned about the future. Michele then speaks to the concerns about noise, but, states she was much less concerned after reading the county's noise ordinance and notes that the applicant has stated that they will shield the exterior lighting so as not to create a nuisance, but, notes that any future buyers may not be as good, noting that other marinas have stadium lights and the county should include lighting regulations in their code. Earl Ketrang states that he does not like stadium type lighting either, or, light pollution generally. Donnie confirms ownership of the property and states that the owners can deed restrict conditions as part of a sale. Earl Ketrang agrees with the premise, but, wonders how you can accomplish it. Michele Curtis states that she has looked into it and restating that they just want shielded lighting, but, not to encumber property, concluding by stating that she thinks it is a good project, but, some things have to be addressed. Tim Bailey comes before the board stating that he owns property across the road from the project and that he had purchased it 3 years ago. Tim then states that Crabby Dad's "rocks and rolls" at night and shines a light in his yard, further stating that the proposed project will cut off his view and the additional height is an issue, continuing by stating that the applicants seem to be good people. Donnie Pickford asks about lighting and Barnett Chenault responds that the lighting is no different than other sites and most lights are shrouded, with no fear of billboard height lighting. Earl Ketrang asks about pole light heights and Matt Lahti states that they can amend the

building plan to show lighting will not be a nuisance. Barnett Chenault clarifies that 6-foot is the total amount of extension above the height restriction and that majority of building is within the already allowed area. Earl Ketring asks about optional roof designs and Barnett states that chances are it would result in a flat roof design. Earl then states that he doesn't see the difference in the roof as causing any impact to neighboring properties. Chester Stokes confirms that the lighting on the plans can be changed to address concerns. Donnie Pickford states that he doesn't see any problem with the 6-foot extension, nor, any impacts to the view. Matt Lahti notes that you can see under the building, as it is elevated. Chester Stokes states that they make efforts to allay neighbor's concerns. Donnie Pickford makes a motion to approve the height restriction variance with conditions on lighting; Jan Hopkins seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).

5. **Variance to Height Restriction for Dry Stack Storage:** Earl Ketring opens the hearing concerning a variance to the 32-feet above BFE height restriction in the Land Development Code. Matt Lahti addresses the board and confirms that the request consists of exceeding the height restrictions by 7.5 feet. Earl Ketring states that he doesn't see much difference between this request and the 6-foot request for the marina height. Jan Hopkins makes a motion to approve the variance; Donnie Pickford seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).
6. **Variance to Setback Requirement for Marina Building:** Earl Ketring opens the hearing concerning a variance to the front property line setback for the proposed commercial marina to 7.5-feet. Matt Lahti clarifies the request will be 40-feet from the edge of the paved roadway. Tim Bailey addresses the board stating that forklifts will be running up and down the road and he does not want people parking in front of his house, continuing that he is not against business, but, don't get in his space, or, create a situation where you have to wait on forklifts, concluding by stating his concerns about the location of parking and desire for no parking in front of his property. Danny Griner notes that prohibiting parking of the right-of-way is relegated to the County Administrator and can't be accomplished by board decision. Earl Ketring expresses his concern for Mr. Bailey's parking concerns. Tim Bailey says that he understands the developers are good people and clarifies the location that he would like no parking signs placed. Chester Stokes states that forklifts will not be traveling in front of Mr. Bailey's property. Jim Hunt speaks to the board and states that the residents on his street had concerns about parking when the nearby boat ramp was constructed, but, after signs were installed by the county, they did not experience anything but very minor issues, concluding by stating that signs work. Tim Bailey states that signage would work for him. Toby Griffis states that he was unaware as to Mr. Bailey's concerns and that he would do anything he could to help. Matt Lahti clarifies that the main body of the marina building will be 16.5-feet from the property line and they will include parking signs on the civil plans for the project. Donnie Pickford makes a motion to approve the variance; Jan Hopkins seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).
7. **Variance to Setback Requirements for Dry Stack Storage:** Earl Ketring opens the public hearing concerning setback variances for the proposed Dry Stack Storage building of 2.2-feet from Riverside Dr. and 3-feet from Main Street. Matt Lahti states that the Main Street side is the primary location for the variance request. Jim Hunt, who has a home on Main Street, states that he does not oppose the request. Earl Ketring states that he does not see an issue with the request. Jan Hopkins makes a motion to approve

the variance request; Donnie Pickford seconds the motion; the motion passes by unanimous vote (Dale Rowell & Pam Wessels abstaining).

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida, will hold a public hearing at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, on November 19, 2019, at 9:25 a.m., or as soon thereafter as possible, to hear an appeal to a decision made by the Taylor County Planning Board approving variances granted to Steinhatchee Marina at Deadman's Bay, located at 104 1st Ave SW, Steinhatchee, Florida. This Notice shall be advertised and the Notice shall also be sent to all parties involved. At the hearing, any party may appear in person or by agent or attorney.

The appeal may be inspected by the public at the Planning Department at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

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

BY ORDER OF THE BOARD OF
COUNTY COMMISSIONERS, Taylor
County, Florida.

CALL 48 HOURS BEFORE YOU DIG IN FLORIDA



GENERAL SITE NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT AND THE LATEST STANDARDS OF TAYLOR COUNTY CODE OF ORDINANCES.
- SIGNAGE TO BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING & COORDINATING THE RELOCATION (IF REQUIRED) OF EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGES TO EXISTING UTILITIES.
- BUILDING DIMENSIONS FOR REFERENCE ONLY. SEE ARCHITECTURAL PLANS BY POWERS DESIGN. MAXIMUM BUILDING HEIGHT SHALL NOT EXCEED 58'
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS AND/OR EXISTING EASEMENTS BEFORE BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER, ANY EXTRA WORK REQUESTED BY ANY REGULATORY AGENCY THAT IS NOT SHOWN ON THE PLANS. THIS EXTRA WORK MUST BE APPROVED BY THE ENGINEER AND THE OWNER BEFORE THE CONTRACTOR PROCEEDS WITH THE EXTRA WORK.
- PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL PERFORM SITE CLEAN-UP OPERATION FOR REMOVAL AND DISPOSAL OF ALL TRASH, DEBRIS, EXISTING PIPE, EXCESS MATERIAL AND EQUIPMENT OFFSITE.
- HANDICAP RAMPS SHALL BE INSTALLED AT ALL SIDEWALK-DRIVEWAY INTERSECTIONS. ALL HANDICAP RAMPS SHALL MEET CURRENT ADA REQUIREMENTS AND INCLUDE DETECTABLE WARNING PER TAYLOR COUNTY REQUIREMENTS AND FDOT STANDARDS IN RIGHTS-OF-WAY.
- AFTER APPROVAL, AND UPON COMPLETION OF THE PROPOSED PROJECT, CONTRACTOR SHALL PROVIDE TO THE OWNER, AN AS-BUILT SURVEY, INCLUDING BENCHMARKS, AS REQUIRED BY TAYLOR COUNTY, FDOT AND SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD).
- CONTRACTOR SHALL SOD ALL DISTURBED AREAS UNLESS OTHERWISE NOTED.
- ALL ELEMENTS THAT ARE PLACES OF PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES ON THE SITE (INCLUDING ACCESSIBLE ROUTES AND PARKING) SHALL MEET THE REQUIREMENTS OF "FLORIDA AMERICANS WITH DISABILITIES ACCESSIBILITY IMPLEMENTATION ACT", ADA STANDARDS FOR ACCESSIBLE DESIGN, FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION AND THE FAIR HOUSING ACT, WHEN APPLICABLE.
- CONTRACTOR SHALL STAKE EACH STAGE OF WORK, HORIZONTAL AND VERTICAL, IN ADVANCE OF CONSTRUCTION TO ENSURE THAT NO CONFLICTS EXIST. CONTRACTOR SHALL NOTIFY GULFSTREAM DESIGN GROUP, LLC IMMEDIATELY IF CONDITIONS DIFFER IN THE FIELD.

KEY NOTES: [4-1]

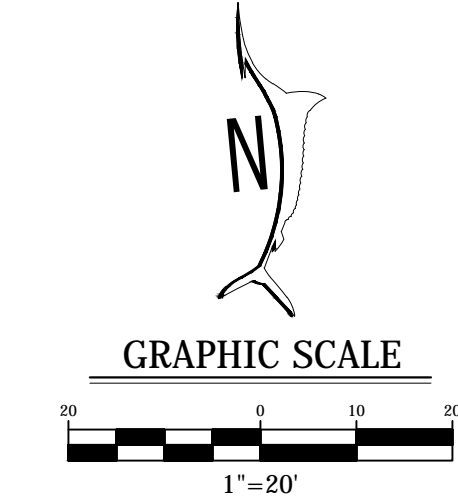
- 4-1 TURNED DOWN SIDEWALK *
- 4-2 PROPOSED BUILDING - SEE ARCHITECTURAL PLANS BY SKINNER VIGNOLA McCLEAN, INC., ARCHITECTS AND PLANNERS FOR EXACT LAYOUT AND DETAILS
- 4-3 PERMEABLE PAVER SECTION *
- 4-4 24" STOP BAR *
- 4-5 PARKING PAINT STRIPING *
- 4-6 HEAVY DUTY CONCRETE PAVEMENT (DESIGN BY OTHERS)
- 4-7 TYPE "D" CURB *
- 4-8 WHEELCHAIR RAMP IN SIDEWALK *
- 4-9 PERMEABLE PAVER SECTION *
- 4-10 PROPOSED #57 STONE SECTION *
- 4-11 PROPOSED STOP SIGN (R1-1, 36"X36")
- 4-12 6" WHITE THERMOPLASTIC PAINT STRIPING
- 4-13 CONCRETE WHEELSTOP
- 4-14 PROPOSED UNDERGROUND FUEL TANKS LOCATION (BY OTHERS)
- 4-15 STANDARD DUTY CONCRETE PAVEMENT SECTION
- 4-16 PROPOSED BULKHEAD/MARINA BULL BOAT LAUNCH (SEE BULKHEAD PLAN BY BAKER DESIGN BUILD, JACKSONVILLE, FLORIDA, PROJECT #18-0445 DATED 2/22/19)

* SEE DETAIL SHEETS 8.1 THRU 8.3 FOR DETAILS

PARCEL A
PARCEL #26-09-09-09965-050

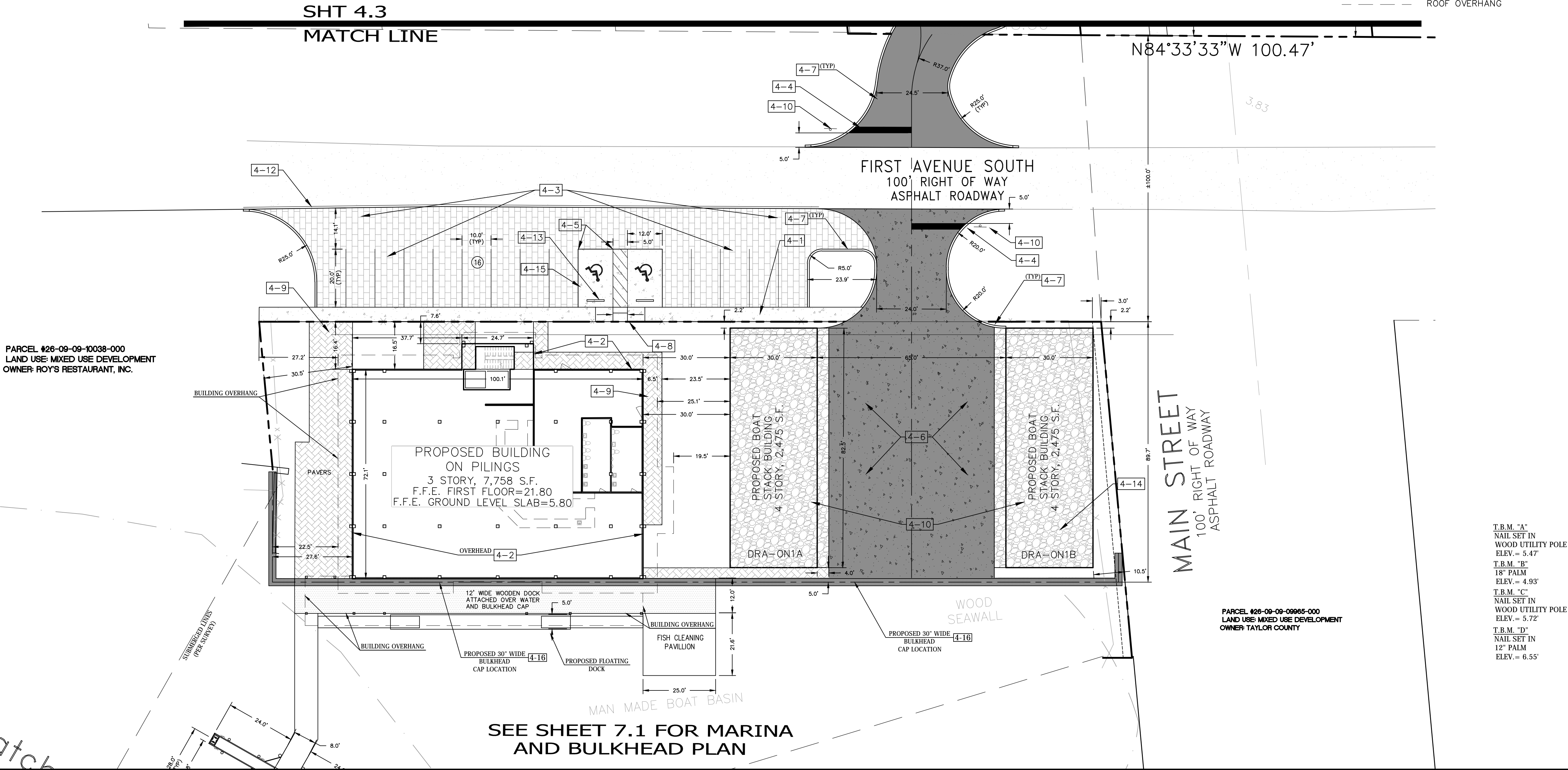
| SITE DATA TABLE | |
|---------------------------------------|-----------------------------|
| PARCEL A: | 24,394 S.F. ~ 0.56 AC |
| TOTAL IMPERVIOUS AREA: | 23,978 S.F. ~ 0.55 AC |
| BUILDING FOOTPRINT AREA: (7,758 S.F.) | |
| PARKING AND DRIVEWAYS: (11,270 S.F.) | |
| COVERED STORAGE AREA: (4,950 S.F.) | |
| TOTAL PERVIOUS AREA: | 416 S.F. ~ 0.01 AC |
| ZONING: | MIXED USE URBAN DEVELOPMENT |
| FEMA FIRM PANEL NUMBER | 12123 C0717 E |

| TAYLOR COUNTY MIXED USE DEVELOPMENT | MAXIMUM: | PROPOSED: |
|-------------------------------------|----------|-----------|
| BUILDING HEIGHT: (ONE STORY) | 37' | 58' |
| | MINIMUM: | PROPOSED: |
| FRONT YARD SETBACK (NORTH): | 30' | 2.2' |
| REAR YARD SETBACK (SOUTH): | 15' | N/A |
| SIDE YARD SETBACK (EAST/WEST): | 10' | 3'/22.5' |



LEGEND:

- (16) PROPOSED PARKING COUNT
- CONCRETE SIDEWALK AND/OR DUMPSTER PAD
- ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- HARDSCAPE PAVERS
- PERMEABLE PAVER SECTION
- #57 STONE GRAVEL
- WOODEN DECK
- BUILDING COLUMN (PER ARCH. PLANS)
- ROOF OVERHANG



PARCEL #26-09-09-10038-000
LAND USE: MIXED USE DEVELOPMENT
OWNER: ROY'S RESTAURANT, INC.

PARCEL #26-09-09-09965-000
LAND USE: MIXED USE DEVELOPMENT
OWNER: TAYLOR COUNTY

T.B.M. "A"
NAIL SET IN
WOOD UTILITY POLE
ELEV. = 5.47'
T.B.M. "B"
18" PALM
ELEV. = 4.93'
T.B.M. "C"
NAIL SET IN
WOOD UTILITY POLE
ELEV. = 5.72'
T.B.M. "D"
NAIL SET IN
12" PALM
ELEV. = 6.55'

ENGINEERING DESIGN PLANS FOR
MARINA AT
DEADMAN BAY
SITE LAYOUT PLAN
TAYLOR COUNTY, FLORIDA



| | |
|---------------|--------------------|
| PROJECT NO: | 18-065 |
| ISSUE DATE: | 08/19/2019 |
| DRAWING FILE: | 18065PROJ |
| XREFS: | 18065SURV 18065TIB |
| DRAFTED BY: | JGD |
| DESIGNED BY: | MHL |
| CHECKED BY: | MHL |
| SCALE: | AS NOTED |

| | |
|------------------------|-----|
| NOT VALID WITHOUT SEAL | |
| SHEET | 4.2 |

ALL REPORTS, PLANS, SPECIFICATIONS, COMPUTED FILES, FIELD DATA, NOTES & OTHER DOCUMENTS & INSTRUMENTS PREPARED BY THE DESIGN PROFESSIONAL SHALL REMAIN THE PROPERTY OF THE DESIGN PROFESSIONAL. THE DESIGN PROFESSIONAL SHALL RETAIN ALL COMMON LAW STATUTORY & OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THEREIN, FOR ANY PURPOSE OR PROJECT OTHER THAN THE PROJECT WHICH IS SUBJECT OF THE AGREEMENT IS UNLAWFUL.

07/22/2010 12:00:03 PM BIM 3607/01561 - Steinhatchee Marina/STALMAN MARINE (0-13-10_01561.dwg)

1

A101

SECTION IDENTIFIER

SHEET IDENTIFIER

1

A101

DETAIL IDENTIFIER

SHEET IDENTIFIER

ROOM NAME

101

ROOM NAME

ROOM IDENTIFIER

101

DOOR TYPE IDENTIFIER

INDICATES DOOR NUMBER SEE DOOR SCHEDULE FOR SIZE AND TYPE

11

WINDOW TYPE IDENTIFIER

INDICATES WINDOW NUMBER SEE WINDOW SCHEDULE FOR SIZE AND TYPE

@

GENERAL NOTE TAG

LETTER INDICATING REFERENCE TO SHEET

NUMBER INDICATING NOTE ORDER

EL. +000.0'

ELEVATION HEIGHT

SPOT ELEVATION MARK

1

A101

SECTION IDENTIFIER

SHEET IDENTIFIER

EL#

A101

EL#

EXTERIOR ELEVATION IDENTIFIER

DETAIL IDENTIFIER

SHEET IDENTIFIER

A101

INTERIOR ELEVATION IDENTIFIER

DETAIL IDENTIFIER

SHEET IDENTIFIER

COLUMN GRID LINES

?

KEYNOTE

||

WALL PARTITION TYPE

BREAK LINE

1

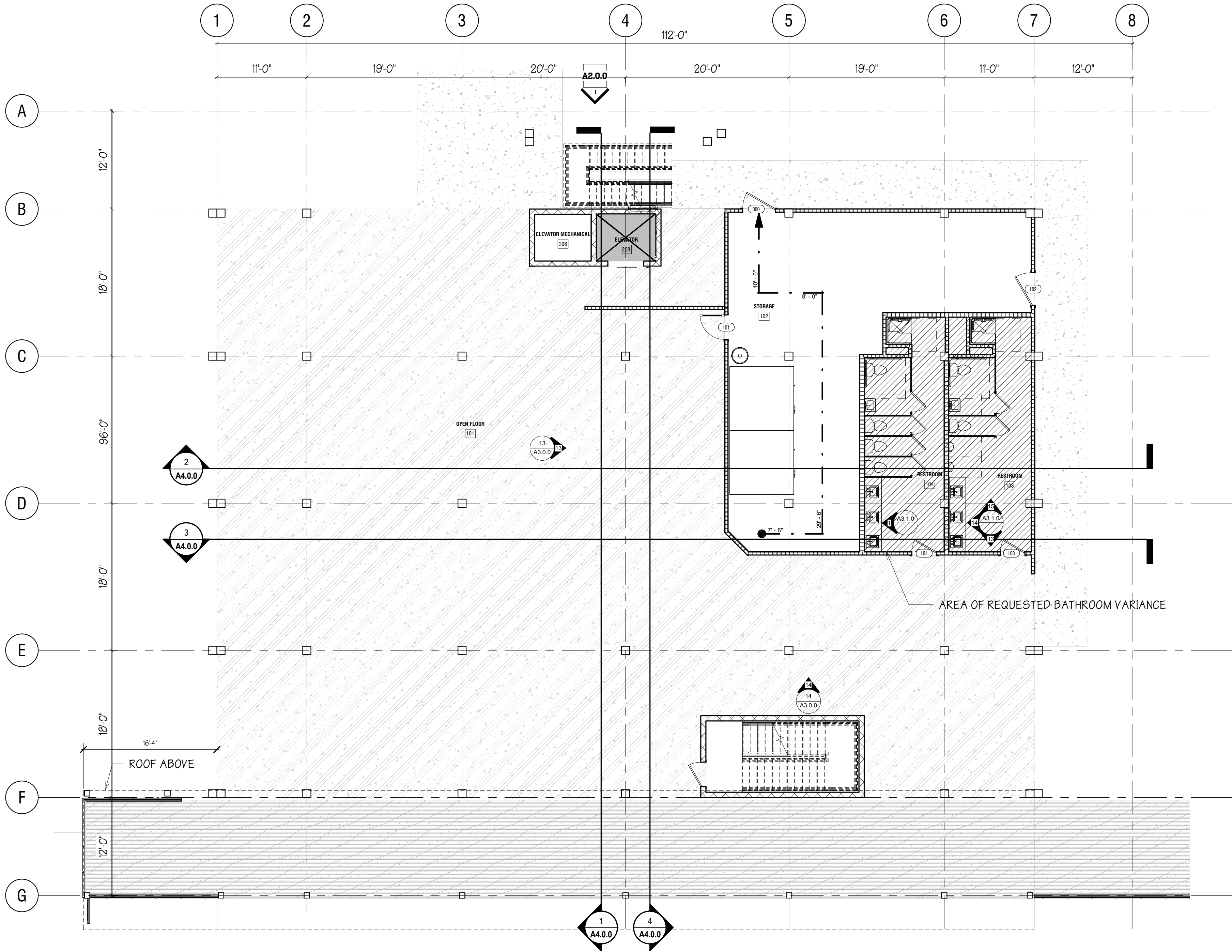
REVISION CLOUD

REVISION IDENTIFIER

REVISION INDICATOR

0

CONVENTIONAL GRID SYSTEM

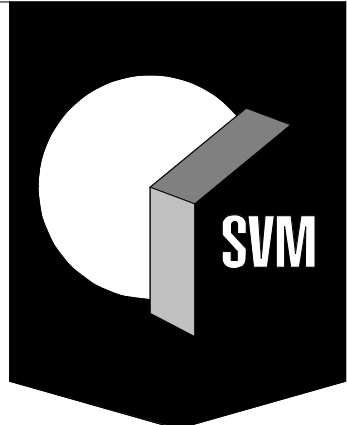


PROPOSED - PLAN - FIRST

SCALE: 1/8" = 1'-0"

GENERAL NOTES - PROPOSED - PLAN - FIRST

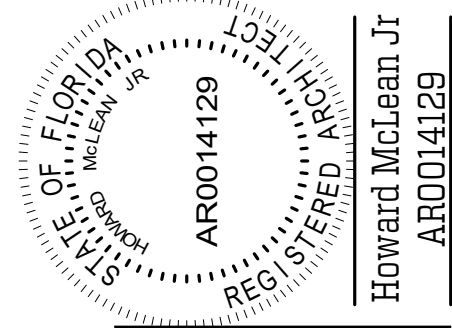
NOTE: AT THE TIME OF BUILDING PERMIT APPLICATION, THE ARCHITECT HAS NOT BEEN SO EMPLOYED TO PROVIDE THE SERVICES OF A REGISTERED ARCHITECT. THE ARCHITECT HAS NO KNOWLEDGE OF THE START OF CONSTRUCTION NOR DOES HE HAVE KNOWLEDGE OF ANY OTHER REGISTERED ARCHITECT BEING SO EMPLOYED TO FURNISH CONSTRUCTION OBSERVATION OR CONSTRUCTION ADMINISTRATION SERVICES.



SVM | P.352.378.4400 | 1628 NW 6TH STREET
F.352.377.5378 | GAINESVILLE FL 32609

SKINNER VIGNOLA McLEAN, INC.

ARCHITECTS & PLANNERS | FL CERTIFICATE | AA3478



STEINHATCHEE MARINA

FOR

CHESTER STOKES & THE GRIFFIS BROTHERS

PROJECT LOCATION: 1ST AVE SOUTH
STEINHATCHEE, FL 32359

| REVISIONS |
|-----------|
| |
| |
| |
| |

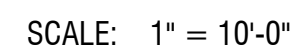
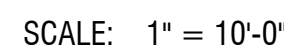
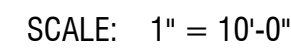
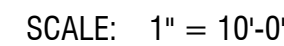
DATE: 6/25/2019
DRAWN BY: KSN
CHECKED BY: HJM

SHEET

A1.1.0

PROPOSED - PLAN
- FIRST

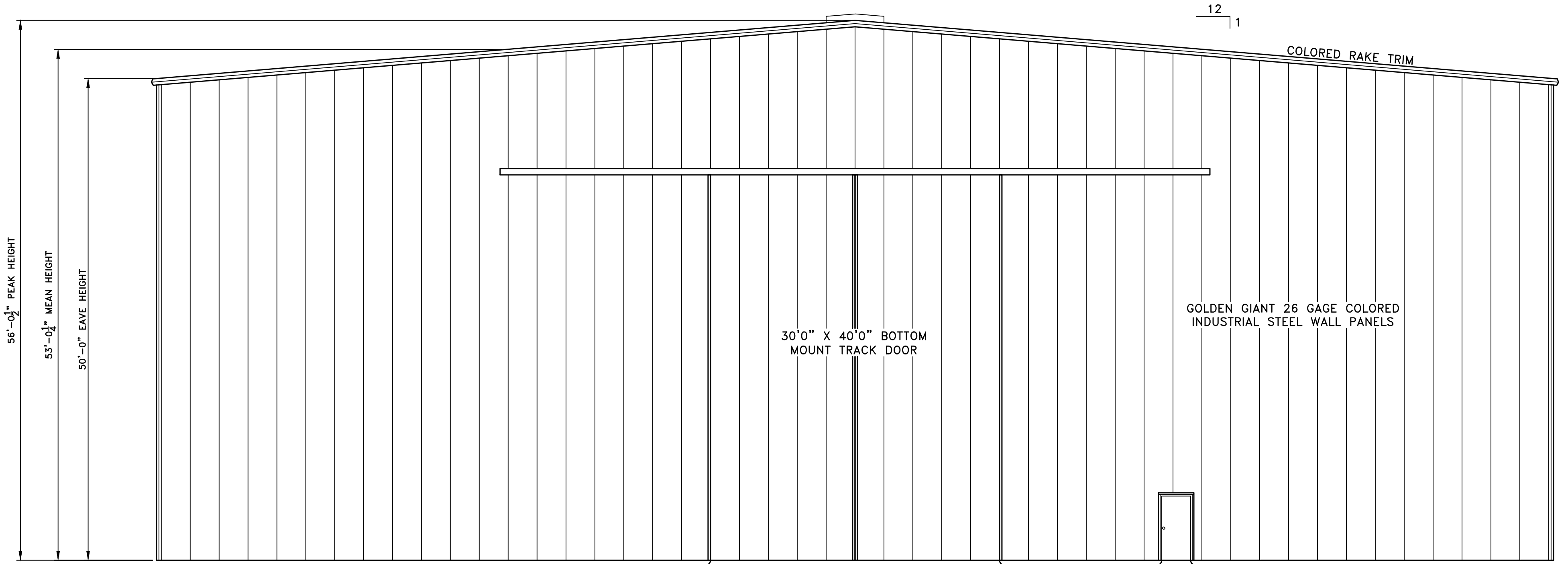
01561



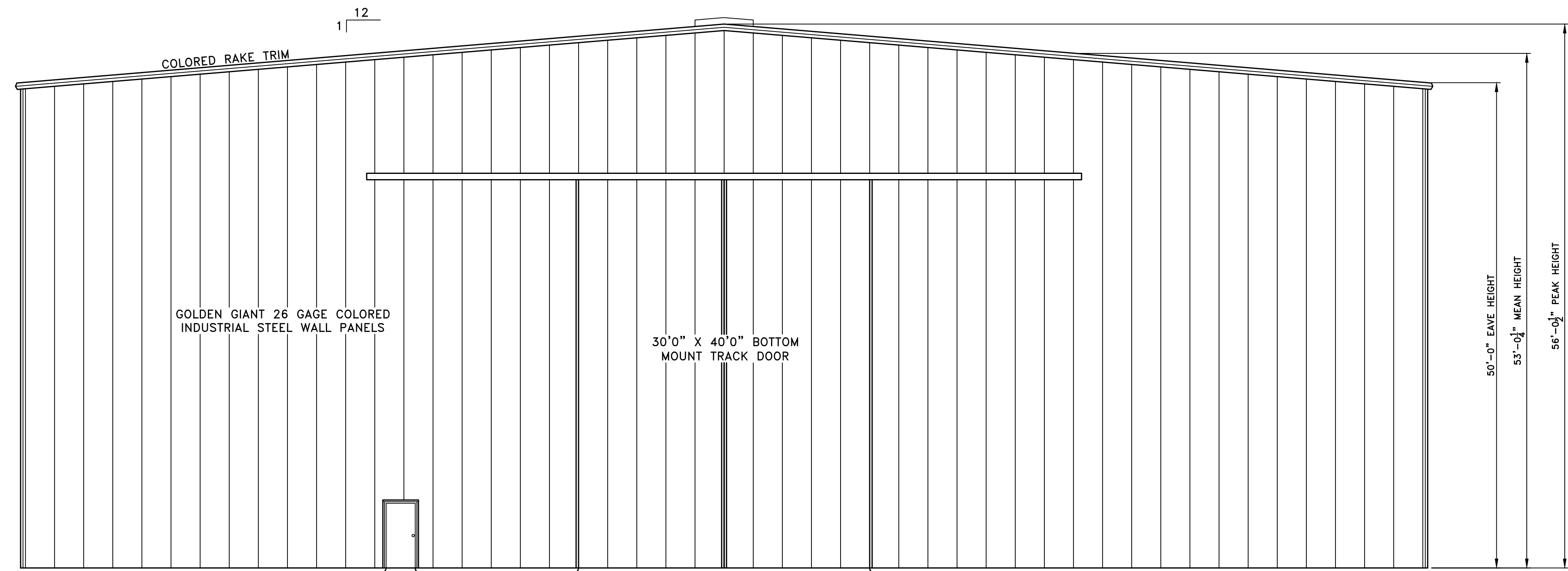
SHEET
A2.0.0

PROPOSED -
ELEVATIONS -
EXTERIOR

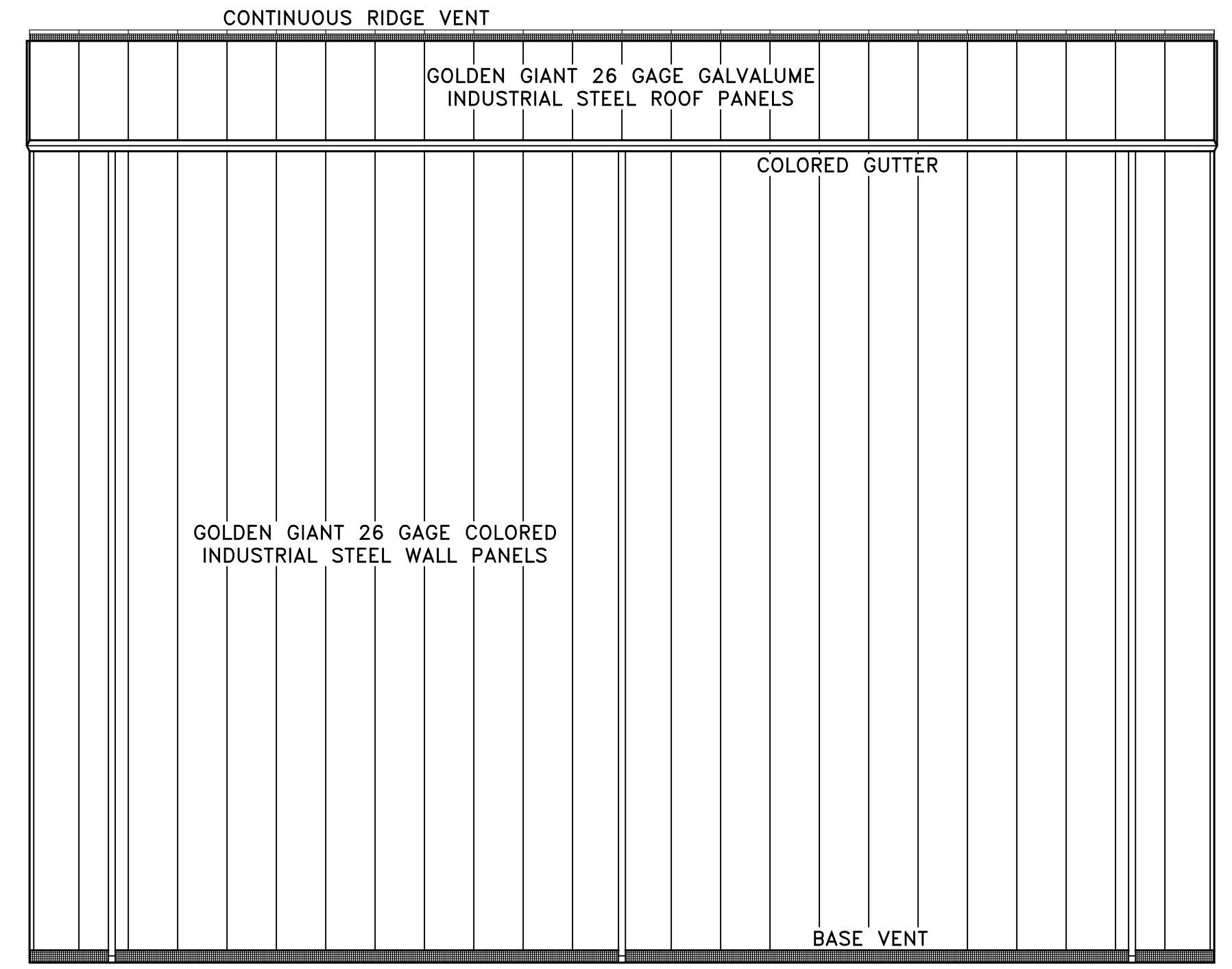
01561



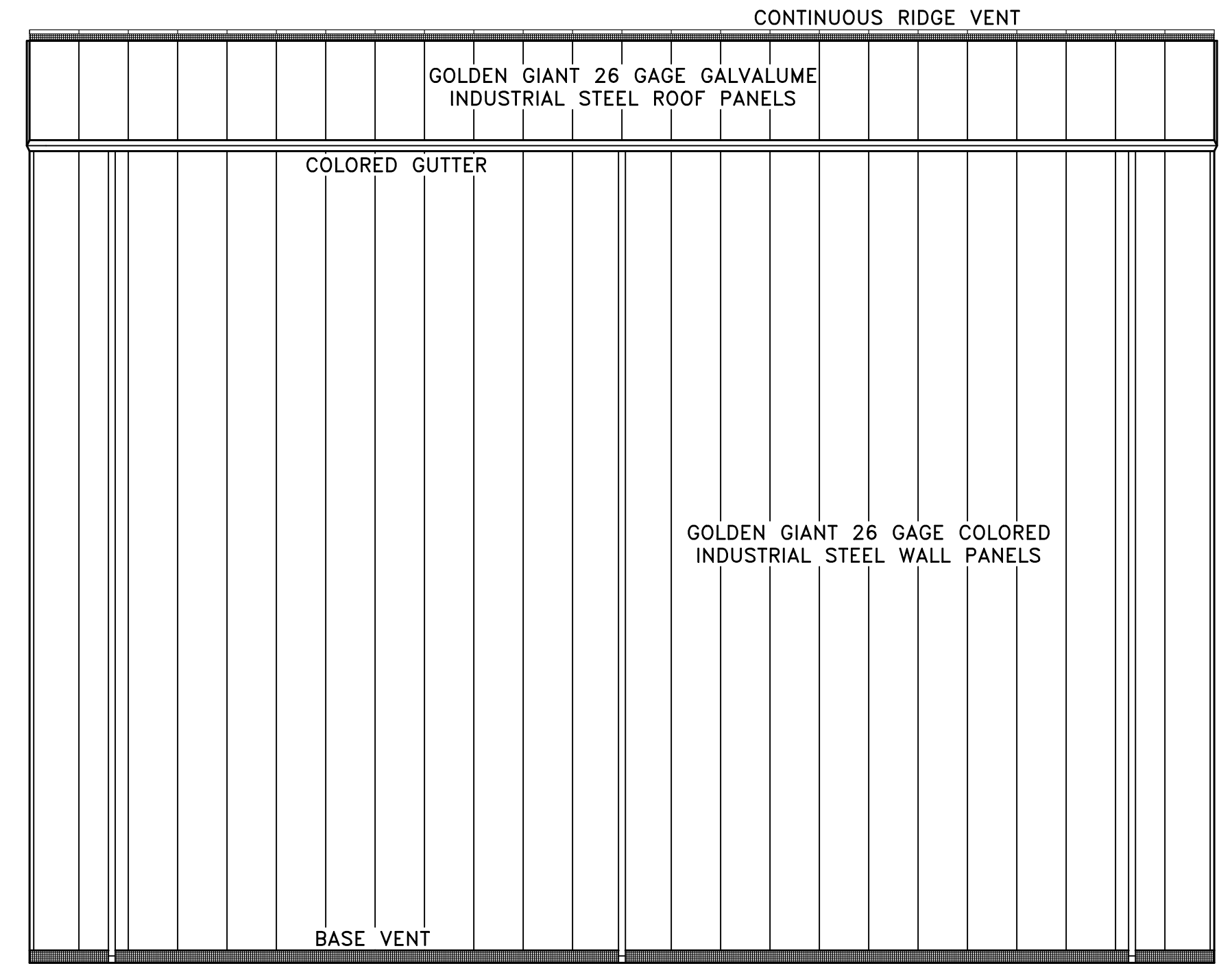
FRONT ENDWALL ELEVATION
SCALE: $\frac{1}{8}$ " = 1'0"



REAR ENDWALL ELEVATION
SCALE: $\frac{1}{8}$ " = 1'0"



RIGHT SIDEWALL ELEVATION
SCALE: $\frac{1}{8}$ " = 1'0"



RIGHT SIDEWALL ELEVATION
SCALE: $\frac{1}{8}$ " = 1'0"

**NOT FOR CONSTRUCTION
FOR ILLUSTRATION INTENT ONLY**

STEINHATCHEE
MARINA
104 FIRST AVE.
STEINHATCHEE, FL
32359

REVISIONS

DESCRIPTION

DATE BY

GOLDEN **GIANT**
BUILDING SYSTEMS
Spanning the Gap
13300 S. Vision Drive
P.O. Box 11111
Kenon, OH 43326
www.goldengiant.com
office: 419-674-4038
cell: 419-674-4038
fax: 419-673-1384

DATE:
8/15/19

DRAWN BY:
AARON BUROKER

CK'D BY: DATE CK'D

JOB NO.
2550P

SHEET
S1

R E S O L U T I O N

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 **DOT/GREEN STREET SIDEWALK 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> |
|---------------|----------------|----------------------------|
| \$493,292 | 179-3344908 | DOT/Green St Sidewalk Proj |
| \$488,192 | 0345-53401 | Contractual Services |
| \$ 5,100 | 0345-54901 | Other Current Chgs (Misc) |

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 9th day of December, 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



New FY'20 DOT/Green Street Sidewalk Project & new fund

To: Amy.Roberson@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G1386

6/20/2019

CONTRACT INFORMATION

| | |
|-----------------------------------|---|
| Contract: | G1386 |
| Contract Type: | GD - GRANT DISBURSEMENT (GRANT) |
| Method of Procurement: | G - GOVERNMENTAL AGENCY (287.057,F.S.) |
| Vendor Name: | TAYLOR COUNTY BOCC |
| Vendor ID: | F596000879041 |
| Beginning Date of This Agreement: | 11/26/2018 |
| Ending Date of This Agreement: | 06/30/2020 |
| Contract Total/Budgetary Ceiling: | ct = \$493,292.00 |
| Description: | Construction and project management of sidewalk on CR 356 |

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/20/2019

| | |
|-------------------------|--------------|
| Action: | Supplemental |
| Reviewed or Approved: | APPROVED |
| Organization Code: | 55024010206 |
| Expansion Option: | AB |
| Object Code: | 780000 |
| Amount: | \$151,697.00 |
| Financial Project: | 43398625801 |
| Work Activity (FCT): | 215 |
| CFDA: | 20.205 |
| Fiscal Year: | 2019 |
| Budget Entity: | 55150200 |
| Category/Category Year: | 088717/19 |
| Amendment ID: | S001 |
| Sequence: | 00 |
| User Assigned ID: | 1 |
| Enc Line (6s)/Status: | 0003/04 |

Total Amount: \$151,697.00

Asset to be Disposed 12/9/2019

| Asset # | Description | Make | Model | Location | Serial Number | Cost | Dispose Of |
|----------------------------|---------------------|--------|--------------|-----------------|-------------------|------|------------|
| 0903 Tax Collector | | | | | | | |
| 5255 | Executive Desk | Bethel | | 2nd Floor | | | Junked |
| 5256 | Executive Desk | Bethel | | 2nd Floor | | | Junked |
| 5257 | Executive Desk | Bethel | | 2nd Floor | | | Junked |
| 5393 | Copier | Savin | | 2nd Floor | H2411801731 | | Junked |
| 6354 | Copier | Savin | | Drivers License | J9246801186 | | Junked |
| 6822 | Printer | HP | 8150dn | 2nd Floor | SJPDLR86999 | | Surplus |
| 0905 Clerk of Court | | | | | | | |
| 4852 | Computer Workcenter | | | Felony | | | Junked |
| 4853 | Computer Workcenter | | | 1st Floor | | | Junked |
| 5954 | Scanner | | | Basement | CE305958 | | Junked |
| 6091 | Copier | | | Teen Court | DA147789 | | Junked |
| 6102 | Monitor | Dell | 17" | Basement | | | Junked |
| 6104 | Monitor | Dell | 17" | Basement | | | Junked |
| 6110 | Monitor | Dell | | Basement | | | Junked |
| 6651 | Monitor | Dell | 15" | Basement | | | Junked |
| 6695 | Computer | Dell | Optiplex 520 | Basement | | | Junked |
| 6767 | Trailblazer | | COC | | 1GNDS13S562100873 | | Traded |
| 6854 | Copier | Canon | C5000 | | MPL79365 | | Junked |
| 6936 | Copier | Canon | IR5070 | | 10994596 | | Surplus |
| 6941 | Computer | Dell | Optiplex 745 | | | | Junked |
| 6946 | Computer | Dell | | Basement | 95JNRD1 | | Junked |
| 7037 | Computer | Dell | Optiplex 755 | Basement | C9SJGH1 | | Junked |
| 7147 | Copier/printer | Ricoh | MP6001 | | C01122063 | | Surplus |
| 7196 | Computer | Dell | Optiplex 780 | | B6F7WN1 | | Junked |
| 7197 | Computer | Dell | Optiplex 780 | | D6F7WN1 | | Junked |
| 7198 | Computer | Dell | Optiplex 780 | | H6F7WN1 | | Junked |
| 7199 | Computer | Dell | Optiplex 780 | | 76F7WN1 | | Junked |
| 7200 | Computer | Dell | Optiplex 780 | | 56F7WN1 | | Junked |

0902 Supervisor of Elections

| | | | | |
|------|------------------------|---------------|-------------|----------|
| 3379 | Printer | warehouse | 0203c0760 | Surplus |
| 4424 | Jogger | warehouse | 960497 | Junked |
| 4426 | plain paper fax | warehouse | 7kafa136 | Suplus |
| 5569 | Optical Scan Tabulator | Election Room | 85051 | Trade In |
| 5570 | Optical Scan Tabulator | Election Room | 85052 | Trade In |
| 5571 | Optical Scan Tabulator | Election Room | 85053 | Trade In |
| 5572 | Optical Scan Tabulator | Election Room | 85054 | Trade In |
| 5573 | Optical Scan Tabulator | Election Room | 85055 | Trade In |
| 5574 | Optical Scan Tabulator | Election Room | 85056 | Trade In |
| 5575 | Optical Scan Tabulator | Election Room | 85057 | Trade In |
| 5576 | Optical Scan Tabulator | Election Room | 85058 | Trade In |
| 5577 | Optical Scan Tabulator | Election Room | 85059 | Trade In |
| 5578 | Optical Scan Tabulator | Election Room | 85060 | Trade In |
| 5579 | Optical Scan Tabulator | Election Room | 85061 | Trade In |
| 5580 | Optical Scan Tabulator | Election Room | 85062 | Trade In |
| 5581 | Optical Scan Tabulator | Election Room | 85063 | Trade In |
| 5582 | Optical Scan Tabulator | Election Room | 85064 | Trade In |
| 5583 | Optical Scan Tabulator | Election Room | 85065 | Trade In |
| 5584 | Optical Scan Tabulator | Election Room | 85066 | Trade In |
| 5585 | Optical Scan Tabulator | Election Room | 85067 | Trade In |
| 5878 | Optical Scan Tabulator | Election Room | 80493 | Trade In |
| 5879 | Optical Scan Tabulator | Election Room | 80502 | Trade In |
| 5880 | Optical Scan Tabulator | Election Room | 80522 | Trade In |
| 5881 | Optical Scan Tabulator | Election Room | 80517 | Trade In |
| 6562 | Firewall/Router | Warehouse | FTX0927Y056 | Junked |
| 6784 | Touch Screen | Election Room | 239279 | Trade In |
| 6785 | Touch Screen | Election Room | 239281 | Trade In |
| 6786 | Touch Screen | Election Room | 239294 | Trade In |
| 6787 | Touch Screen | Election Room | 239292 | Trade In |
| 6788 | Touch Screen | Election Room | 239280 | Trade In |
| 6789 | Touch Screen | Election Room | 277030 | Trade In |
| 6790 | Touch Screen | Election Room | 239290 | Trade In |
| 6791 | Touch Screen | Election Room | 239282 | Trade In |
| 6792 | Touch Screen | Election Room | 239285 | Trade In |
| 6793 | Touch Screen | Election Room | 237126 | Trade In |
| 6794 | Touch Screen | Election Room | 239293 | Trade In |
| 6795 | Touch Screen | Election Room | 239295 | Trade In |
| 6796 | Touch Screen | Election Room | 239297 | Trade In |
| 6797 | Touch Screen | Election Room | 239286 | Trade In |
| 6798 | Touch Screen | Election Room | 239291 | Trade In |

DOCTORS MEMORIAL HOSPITAL

| | | | | |
|------|----------------------|----|--------------|---------|
| 6957 | Monitor | OR | 06-69460 | Surplus |
| 6958 | Monitor | OR | 69-75546 | Surplus |
| 6960 | Camera head | OR | AAF4183 | Surplus |
| 6961 | Camera head | OR | AAF4175 | Surplus |
| 6963 | Video Cart | OR | 120914 | Surplus |
| 6964 | Camera Box | OR | AAC1727 | Surplus |
| 6966 | Telescope | OR | VY13694 | Surplus |
| 6967 | Telescope | OR | VY13577 | Surplus |
| 6968 | C-Mount Coupler | OR | SR11367 | Surplus |
| 6969 | Digital Image System | OR | 660HD0514 | Surplus |
| 6970 | Telescope | OR | HE401901 | Surplus |
| 6971 | Obsturator | OR | 50185626 | Surplus |
| 6972 | Upward Cutter | OR | 50185626 | Surplus |
| 7371 | Golf Cart | OR | KG0406367308 | Surplus |

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve new T-Hangar Lease Agreement at Perry-Foley Airport for Andre Smith

Meeting Date:

December 9, 2019

Statement of Issue:

Board to approve new T-Hangar Lease Agreement at Perry-Foley Airport for Andre Smith

Recommendation:

Approve lease of T-Hangar Lease Agreement for Andre Smith

Fiscal Impact:

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

Budgeted Expense:

Yes

☐

No

☐

N/A

☒

Submitted By:

Ward Ketring – Airport Director

Contact:

Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Mr. Smith wants to lease a T-Hangar at Perry-Foley Airport. The lease agreement is for a one (1) year period.

Attachments:

1. Lease Agreement for Andre Smith.

2.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

TED LAKEY, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, Extension 107 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

Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 1 day of DECEMBER, 2019 by and between Board of County Commissioners of Taylor County, Florida ("Lessor") and ANDRE D. SMITH ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

Lessor hereby leases to Lessee Hangar# 3 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: QUICKSILVER SPORT 1000 YELLOW

Registration No. N691BB (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

The term of this agreement shall commence on the 1ST day of MARCH, 2018, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of **\$171.20** per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the change in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to: Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 511 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of at least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. **Obligations of the Lessee:**

- a. **Storage:** The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. **Use of Hangar:** T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance**, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. **Regulatory Review:**

Copies of the regulations outlined in Section 5 Obligations of the Lessee can be viewed at the Airport Manager's office.

6. **Sublease/Assignments:**

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. **Condition of Premises:**

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. **Alterations:**

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. **Insurance:**

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained

in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury - \$50,000 and
- b. Property Damage - \$500,000 per accident.
- c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. Disclaimer of Liability:

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. Default:

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice

Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. Thirty (30) Day Termination:

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

Governing Law:

This Agreement shall be construed in accordance with the laws of Florida.

15. Relationship of Parties:

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee.

Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. Appurtenant Privileges:

a. Use of Airport Facilities:

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. Maintenance of Airport Facilities:

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. Airspace and Approaches: Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. Nonexclusive Rights:

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

PERRY – FOLEY AIRPORT

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

ATTN: WARD KETRING

2. If to Lessee, address to:

6401 West Tennessee Street
28
Tallahassee
Florida 32304

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor: Taylor County Board of County Commissioners, Florida

By: _____

Title: Airport Manager

Lessee: Andre D. Smith

By: _____

Title: Self

By: _____

Attested by: Annie Mae Murphy- Clerk of Court

By: _____

**County Administrator or
Chairman of the Board of Commissioners**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve new Duke Energy outdoor lighting lease at the airport

Meeting Date:

December 9, 2019

Statement of Issue: Board to approve new Outdoor Lighting Lease Agreement with Duke Energy at Perry-Foley Airport. We are upgrading to LED outdoor lights and lowering the monthly lease amount

Recommendation: Approve renewal of lighting Lease Agreement with Duke Energy.

Fiscal Impact: \$ We are currently leasing 2 older outdoor lights @ \$55.57 and changing to 2 new lights @ \$48.80 per month

Budgeted Expense: Yes

☒

No

☐

N/A

☐

Submitted By: Ward Ketring – Airport Director

Contact: Ward Ketring

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The present lights are older and giving problems. The new LED lights will be brighter, give less trouble and have a cheaper rental rate than the older lights.

Attachments: 1. Lease Agreement with Duke Energy

2.



DE Contact: Joshua Boyle

Address: 25 Millender Lane Crawfordville FL 32327

Phone: 850-745-7022

Lighting Proposal

WR 34739012

November 19, 2019

| Project Details |
|---|
| Customer: TAYLOR COUNTY BD OF CO COMM |
| Account: 5145283124 |
| Site: 401 INDUSTRIAL PARK DR *HANGER1 PERRY |
| Contact: Ward |
| Phone: 850-838-3519 |

| Scope of Request |
|---|
| Remove 1X 1000W MH FLOOD L68 (Notify OL) 1X |
| 250W HPS FLOODLIGHT L29,L63 2X |
| 260W LED Flood OH Bronze |

| REMOVALS | | Per Unit | | | | Sub-Total |
|-----------------------------------|--|----------|--------|---------|------------|-----------|
| Quantity | Product Description Fixtures and Poles | Rental | Maint. | F & E | Unit Total | |
| 1 | 1000W MH FLOOD L68 (Notify OL) | \$13.17 | \$2.96 | \$25.55 | \$41.68 | \$41.68 |
| 1 | 250W HPS FLOODLIGHT L29,L63 | \$5.21 | \$1.72 | \$6.96 | \$13.89 | \$13.89 |
| | | | | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| Rental, Maintenance, F&E Totals: | | \$18.38 | \$4.68 | \$32.51 | | |
| Existing Estimated Monthly Rental | | | | | | \$55.57 |

| INSTALLS | | Per Unit | | | | Sub-Total |
|--|--|--------------------------|--------------------------|-------------------------|------------|-----------|
| Quantity | Product Description Fixtures and Poles | Rental | Maint. | F & E | Unit Total | |
| 2 | 260W LED Flood OH Bronze | \$16.86 | \$1.39 | \$6.15 | \$24.40 | \$48.80 |
| | | | | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| | | | | | \$0.00 | \$0.00 |
| Rental, Maintenance, F&E Totals: | | #REF! | #REF! | #REF! | | |
| Monthly rates are subject to tariff rate changes | | Estimated Monthly Rental | | | | \$48.80 |
| | | Choose | <input type="checkbox"/> | ✦ CIAC ONE TIME PAYMENT | | TBD |
| Estimates valid for 30 days and subject to change. | | One | <input type="checkbox"/> | * MLDF MONTHLY PAYMENT | | \$0.00 |

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charges.

✦ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

OR

* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.59% of the Underground or Overhead Service feed and pole installation.

Choose ONE Option by Checking a Box Above

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC or MLDF charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities & charges meet the requirements within that jurisdiction. Should the agency not accept these facilities & charges into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature _____ Date _____
(Please sign and date to approve this proposal and return to the mailing address above)



LIGHTING SERVICE CONTRACT

| |
|---------------------|
| ACCOUNT NUMBER |
| 5145283124 |
| WORK ORDER NUMBER |
| 34739012 |
| DEF CONTACT |
| Joshua Boyle |

CUSTOMER NAME: TAYLOR COUNTY BD OF CO COMM

SERVICE LOCATION(S) 401 INDUSTRIAL PARK DR *HANGER1 PERRY
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into November 19, 2019 between Duke Energy Florida, LLC (hereinafter called the Company) and TAYLOR COUNTY BD OF CO COMM (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture / Pole Types and Number Installed:

| | | |
|--------------------------------|-----|---|
| 1000W MH FLOOD L68 (Notify OL) | QTY | 1 |
| 250W HPS FLOODLIGHT L29,L63 | QTY | 1 |
| | QTY | |
| | QTY | |
| | QTY | |
| | QTY | |
| | QTY | |

Additional facilities:

(Continued in Next Page)



Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge

Pole Charge

Light Fixture Charge

Light Fixture Maintenance Charge

Energy and Demand Charge :

Non-fuel Energy Charge

Plus the Cost Recovery Factors listed in

Rate Schedule BA-1, *Billing Adjustments***,

except the Fuel Cost Recovery Factor and

Asset Securitization Charge Factor

See Sheet No. 6.105 and 6.106

Fuel Cost Recovery Factor **:

See Sheet No. 6.105

Asset Securitization Charge Factor:

See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:

See Sheet No. 6.106

Right-of-Way Utilization Fees:

See Sheet No. 6.106

Municipal Tax:

See Sheet No. 6.106

Sales Tax:

See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)



8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)



19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

TAYLOR COUNTY BD OF CO COMM
Customer (Print or type name of Organization)

DUKE ENERGY FLORIDA, LLC

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

Joshua Boyle
(Print or Type Name)

Title: _____

Title: Duke Energy Representative

13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board to approve and adopt the Grants Management Plan For The Administration Of Federal And State Grant Awards as required to be in compliance with the U.S. Department of Treasury Restore Act requirements and policies and replacing the Grants Applications for Taylor County Policy 2009-01.

MEETING DATE REQUESTED:

December 9, 2019

Statement of Issue: The County is required to adopt a Grants Management Plan to be in compliance with the U. S. Department of Treasury requirements to be eligible for Restore Act funds. The plan was originally approved December 12, 2017 and is being updated to reflect recent changes within the Grants Department staffing and to fully encompass State grants. This will also replace the Grants Applications for Taylor County Policy 2009-01.

Recommended Action: Board to approve and adopt the Grants Management Plan For The Administration Of Federal and State Grant Awards.

Fiscal Impact: A Grants Management Plan is a requirement to be eligible to receive Restore Act funds per the Department of Treasury guidelines.

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox, Grants Writer

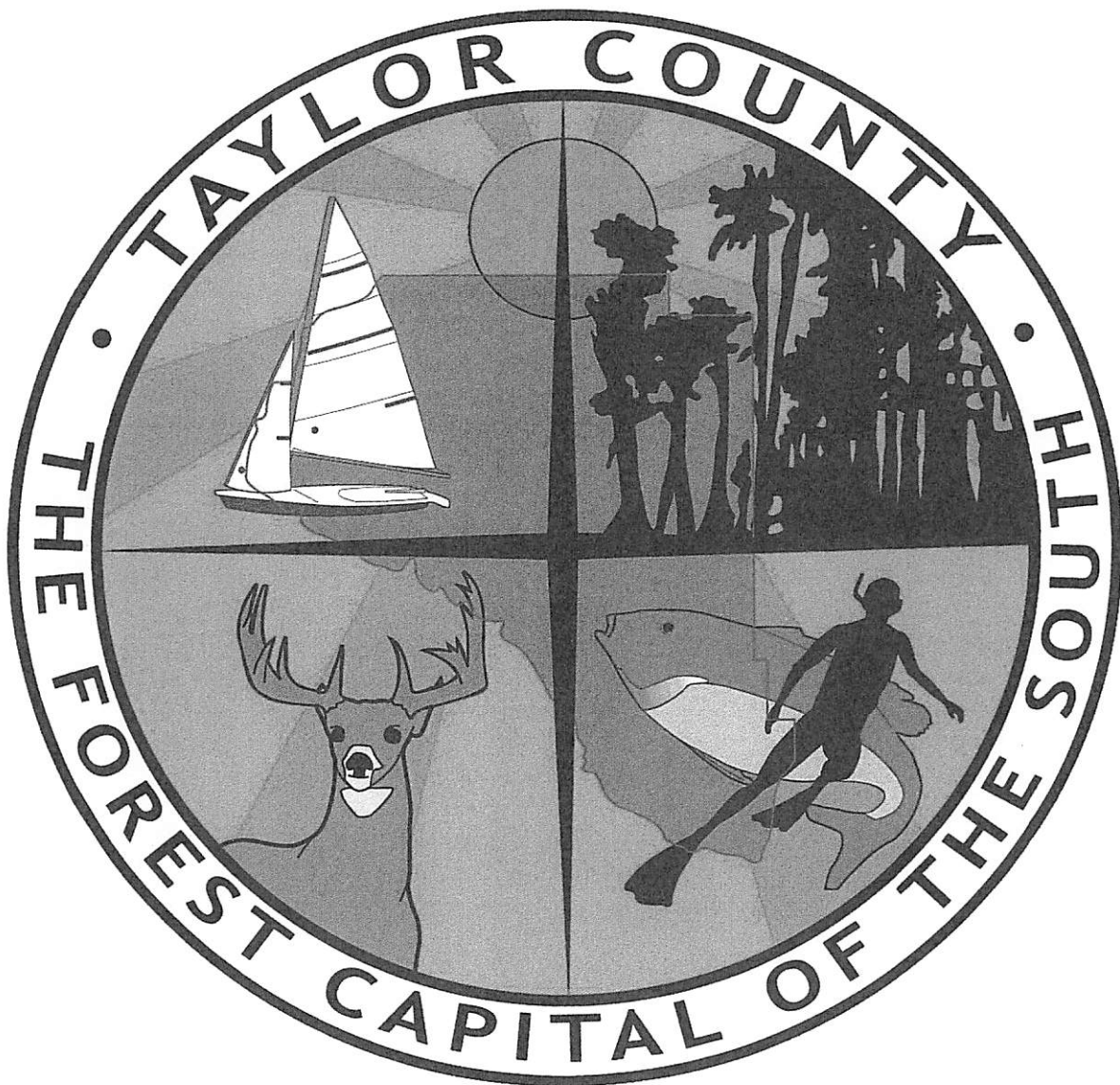
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: An approved and adopted Grants Management Plan is a requirement to be eligible for Restore Act funds. Grants staff previously worked with Langton Consulting to develop the original plan to be in full compliance with Department of Treasury standards and guidelines. The Plan has been amended to reflect changes to staffing within the Grants Department and to fully include State grants within the Plan.

Attachments: Grant Management Plan For The Administration Of Federal And State Grant Awards

TAYLOR COUNTY

GRANT MANAGEMENT PLAN
FOR THE ADMINISTRATION OF
FEDERAL AND STATE GRANT AWARDS



ADOPTED DATE:

**TAYLOR COUNTY
GRANT MANAGEMENT PLAN
FOR THE ADMINISTRATION OF FEDERAL AND STATE GRANT
AWARDS**

I. SCOPE

This **Grant Management Plan** (Plan), along with the comprehensive policies and procedures, applies to all Federal and State grants awarded to the Taylor County Board of County Commissioners (BOCC). Grants that are awarded to the Board or directly to a constitutional officer, and processed directly by other constitutional offices, will be managed as a sub-recipient under Section IX of this Plan. The policies and procedures are developed for the following six main operations categories.

- 1) Grant Application/Offer
- 2) Grant Award
- 3) Grant Monitoring
- 4) Grant Accounting and Reporting
- 5) Grant Sub-Recipient Monitoring
- 6) Noncompliance Procedures

II. PURPOSE

The purpose of this Plan is to assist in providing accurate, current and complete disclosure of the program and financial results of each Federal and State grant within the existing budgetary accounting and reporting framework. This Plan provides the following guidelines to ensure the following:

- 1) Federal and State grant are properly authorized by the BOCC.
- 2) Grants have been properly budgeted by the County Finance Department in order to maintain budgetary controls.
- 3) Transactions involving Federal and State grants are in accordance with the provisions of the Federal Office of Management and Budget Circulars, Executive Orders, other Federal laws, and all applicable Florida State Statutes and Laws of Florida.
- 4) Grant transactions are properly identified in the accounting records in order to maintain accounting and reporting controls.
- 5) Grant financial reporting requirements are monitored for compliance.
- 6) Official accounting records required by grant agreements are maintained to the extent possible in a centralized location.

III. GOVERNING LAWS AND REGULATIONS

FEDERAL

- 1) Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 Section 6304 of the U.S. Code
- 2) Office of Management and Budget (OMB), 2 CFR Part 200, et al. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- 3) Government Auditing Standards issued by the Comptroller General of the United States Government Accountability Office
- 4) Davis-Bacon Act, as amended
- 5) All applicable Presidential Executive Orders
- 6) All applicable grantor program guidelines, including U.S. Department of Treasury RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, amended August 2017

STATE

- 1) Florida Statutes, Chapter 125-County Government
- 2) Florida Statutes, Chapter 287-Consultants' Competitive Negotiation Act (CCNA)
- 3) Florida Administrative Code
- 4) Rules of the Auditor General, Chapter 10.600, Audits of State Grant and Aid Appropriations
- 5) Florida Single Audit Act, Florida Statutes 215.97

COUNTY

- 1) Taylor County Purchasing/Procurement Policy
- 2) Taylor County Personnel Policy
- 3) Taylor County Anti-Fraud Policy
- 4) Taylor County Finance Policy
- 5) Taylor County Drug Free Workplace Policy
- 6) Taylor County Code of Conduct Policy and Certification
- 7) Taylor County Conflicts of Interest Policy and Certification
- 8) Taylor County Risk Assessment, Inventory Control and Tangible Property Policies
- 9) Taylor County Safeguarding Personal and Identifiable Information Policy

IV. DELEGATION OF AUTHORITY

ADMINISTRATIVE AUTHORITY

Responsibility for programmatic administration of the grants within County government rests with the Department that applied for the grant, although the official recipient under the grant is the BOCC. All grants awarded to Departments under the County Administrator and constitutional officers must be included in combined countywide reports under Federal and State reporting guidelines. The BOCC signs all grant applications, amendments, modifications and agreements. However, the BOCC may delegate authority to sign grant-related documents to the County Administrator, Finance Department, Grants Department, constitutional officers, project managers, and approved designees.

ACCOUNTING, MONITORING AND FINANCIAL REPORTING AUTHORITY

The Finance Department is responsible for the official financial records of the BOCC and, in that capacity, is responsible for maintaining adequate records to ensure compliance with Federal and State accounting and reporting requirements for all grants administered by Departments under the Board of Commissioners. The constitutional officers are responsible for maintaining adequate financial records to ensure compliance with Federal and State accounting and financial reporting requirements for all grant administered by them.

Allowable and Unallowable costs will be defined as those allowable and unallowable costs indicated in the Federal Uniform Administrative Requirements, Cost Principles and Audit Requirements 2 CFR Part 200 and the applicable grant award agreement. Once identified as allowable, costs will be posted as an expenditure to the applicable grant. For costs to be considered allowable to a grant project, it must be determined to be reasonable and be given consistent treatment through application of those generally acceptable accounting principles appropriate to the circumstances and conform to any limitations or exclusions set forth in these principles or in the sponsored agreement as to types and amounts of cost items. Any unallowable costs will be charged, as appropriate to the department responsible for the administration of the grant received.

Direct and indirect costs will be defined as those identified in the Federal Administration Register and the applicable grant contract. Direct costs are those costs necessary to perform the project's stated scope of work will be expensed against the applicable grant. Project accounting will be utilized to record direct and indirect costs for the appropriate grant. Indirect costs will be assessed to the appropriate department responsible for the administration of the grant received. Direct costs may include: salaries and fringe benefits of staff and other personnel directly engaged in performing the project's scope of work, supplies and materials necessary for performing the project's scope of work. In addition, direct costs may include other such costs such as travel, contractual, printing, long distance telephone and other directly related costs necessary for performing project within its specified scope of work. If allowable under grant, capital equipment may be purchased along with any service/maintenance agreements on capital projects.

Administrative costs will be treated as direct costs when they meet certain conditions to demonstrate that they are directly allocable to the grant.

The chart of accounts for the allowable, unallowable, direct and indirect costs associated with a particular grant is based on the chart of accounts as outlined in the Uniform Accounting System Manual for Local Governments issued by the State of Florida Department of Financial Services Bureau of Financial Reporting. The responsibility of determining whether an expenditure is allowable or unallowable, direct or indirect is delegated to the County Administrator, Grants Department, and the Finance Department as required by §200.439. If a Project Manager is appointed, expenditures will be reviewed by the Grants Department and/or Finance Department which ever may be applicable.

Compensation and benefits will be charged to the grant as administrative costs and treated as direct costs when the expenditures demonstrate they are allocable to the particular grant. Only those compensation and benefits as allowable by the Uniform Administration Requirements and the terms of the applicable grant will be charged to that grant.

Reporting on all grant revenues and expenditures will be in compliance with generally accepted accounting principles (GAAP), the laws of the State of Florida, the laws of the Federal Government and any reporting required by the specific grant agreement.

The Finance Department will authorize user access to the accounting and financial system. Access will be limited to those personnel who are duly authorized to utilize the system. County personnel who are directly involved in the activities related to the utilization of grant funds are limited to Finance Department approved access in the accounting system for grants management and reporting. All charges and adjustments are made by the authorized personnel in the Finance Department.

Safeguards against system compromise and/or destruction have been put into place by the Finance Department. The Finance Department accounting system servers are located in the basement of the Courthouse with limited access. The Board of Commissioners computer system servers are located on the 2nd floor of the Administrative Complex with limited access. Appropriate backup systems are in place both onsite and offsite. The County IT Department Director is the only authorized administrator of the BOCC online operating system, network, application and physical layers. The IT Director assigns passwords to authorized personnel and can override, terminate and change these passwords upon employee changes.

Proper segregation of duties are currently in place to ensure adequate internal controls of accounting procedures to prevent fraud and misappropriation of grant funds. All expenditures will require appropriate documentation and authorization from personnel with approval authority. All expenditures will be reviewed by the Finance Department prior to any disbursements.

The County Administrator's office will notify the Finance Department and the County IT Director immediately of an employee job change. The County IT Director will maintain a list of all personnel with access to any and all Federal and/or State grants, the required web accesses and passwords to them. Upon notification of job change, termination or other change, the IT Director will immediately terminate permissions on all web addresses, computer access, if required and notify Administration of completion of task. Departments impacted by employee changes will immediately assess the rights of employee access. The Finance Department and IT Director have administrative rights that allow complete termination of employee permissions in the case of an employee leaving employment or changes to permissions of employees in systems determined by job position and responsibilities.

Personnel authorized access to Federal or State grant websites, will be given set permissions for each grant award. The accesses will be limited to those necessary to operate, approve and maintain grants as required. Authorized staff will be given permissions to enter data, upload documents and submit reporting as required. Authorized staff should ensure data is correct and appropriate. All grants entered and/or approved electronically, must be submitted to the information agenda of the Taylor County Board of County Commissioners for entry into the record as the legal document approved and in force at all times. All grant modifications or changes to grant terms must also be approved by the Board.

External System threats have been alleviated to the extent possible by the installation of antivirus software and the use of firewalls.

Data recovery and the ability to continue business operations, has been ensured by the use of both onsite and offsite backup systems. Business continuity is assured as the accounting system has the ability to be accessed from a remote site utilizing a virtual private network (VPN). In the event of an emergency, accounting functions can be processed remotely.

In the event there is a receipt of excess funds on any Federal or State grant, the Finance Department will return such excess funds as expeditiously as possible. The funds will be returned in the manner required on the notification of excess funds.

As indicated previously, project accounting will be utilized to track the revenues (incomes) and expenditures. Any income received for grant purposes will be recorded to such grant and utilized in accordance with any grant agreement or contract.

Any debts determined to be owed to the Federal or State Government, will be promptly paid in accordance with any debt agreements with the Government(s) or in accordance with instructions provided to the County upon notification of the existence of such debt.

Any cash drawdown process relative to Federal or State grants will consider the need to coordinate the timing of the drawdown with prior internal approvals so that funds that are required and the cash flow needs of the grant project are matched. Drawdowns will also be submitted and reviewed on the basis of any specific grant agreements. The fiscal activity of the grant will be monitored on a continuous basis. If necessary, careful planning for cash flow in the project will be budgeted and requirements assessed before any drawdowns are requested. Any grant funds received from a drawdown will be utilized to pay grant activities as soon as practical after receiving grant funds.

The Finance Department along with the County Administrator's office will perform a self-assessment on an annual basis, at a minimum to evaluate any potential risk of the internal control environment of the County.

Personnel in the Finance Department, the Grants Department and Project Manager (if applicable) are responsible for staying current on all Federal and State regulations. The County will engage external independent auditors to perform requisite audits in the

preparation of audited financial statements as required by Florida Statutes, Federal Regulations and the Single Audit Act. The County does not have an internal audit department; however, the Finance Department performs a pre-audit on all expenses prior to payment to ensure proper coding and compliance with GAAP, relative contracts, budgetary compliance and any grant agreements. This pre-audit and review is performed in an effort to prevent findings by external auditors. Upon receipt of any observations identified in an external audit, the Finance Department in coordination with the County Administrator will formally respond in writing to the reporting auditors and will either confirm or dispute the findings. If the findings are found to be valid, the Finance Department will indicate the corrective actions to be taken to resolve any deficiencies. The Director of Finance will log and monitor any external findings and corrective actions. If corrective actions are not being followed, the Director of Finance will notify the County Administrator of noncompliance and suggest further corrective action.

V. GRANT APPLICATION/OFFER PROCEDURES

The grant application / offer section includes all functions associated with obtaining a grant when a pre-application or an application of any format is required. Most of these are the responsibility of the originating department, which includes locating grant sources, determining the appropriateness of the grant to the County and preparation of the Agenda Package. The Grants Department will provide a centralized office (Point of Contact) for official contact, distribution and submission of grant documents. This applies to all grant applications whether they are hard-copy, electronic or prepared by third-party administrators.

PROCEDURES:

- 1) The appropriate County department will coordinate with applicable County staff to determine the necessity of the application for any specific grant.
- 2) The County will appoint a Project Manager or appropriate designee to assume the responsibilities of monitoring the grant if the grant will not be administered by the Grants Department.
- 3) The appropriate County department will prepare the initial draft of the grant application, which includes at a minimum the following:
 - a) The federal or state agency from which funds originate.
 - b) The program name and Catalog of Federal Domestic Assistance (CFDA) or Catalog of State Financial Assistance (CSFA) number (if applicable).
 - c) Any requirements relating to the grant that would require additional scrutiny by the Board, (i.e., matching, source of matching, certificate of insurance, special retention) or reporting requirements and any other special consideration that has to be met to obtain the grant.

4) Appropriate County staff who will contribute programmatic information will review the draft.

5) If applicable, the draft may be reviewed by the County Attorney for legal compliance issues.

6) The Grants Department or initiating department will modify the draft from information provided by the County Administrator, department heads, County Attorney, and other appropriate personnel.

7) The Grants Department or approved designee will prepare an Agenda Request to be included in the Agenda Package for the grant. The Agenda Package consists of, but is not limited to:

- a) the Agenda Request,
- b) the grant application, if applicable,
- c) any supporting documentation relative to the grant application, and,
- d) required original copies of the items noted above,

- i. If the application is a "hard-copy", the initiating department or third-party Administrator will forward the "hard-copy" application and the associated Agenda Package to the Grants Department or approved designee for review. The Grants Department or designee and Project Manager (if applicable) will review the application and determine the appropriate contacts, addresses, and other pertinent data to be included on the application. The Grants Department or designee will forward the Agenda Package to the County Administrator's office to be included on the next Board Agenda for BOCC approval. Upon approval, the Grants Department or approved designee will submit the original application(s) to the granting agency, with a file copy (Record) to be retained in the Grants Department and a copy sent to the Project Manager (if applicable) for his/her file. A copy of the application will be provided to any other applicable staff who may be involved in the development of the grant application or the administration thereof if awarded.
- ii. If the application is "electronic", the initiating department or third-party Administrator will forward a copy of the Agenda Package to the Grants Department. The Grants Department and Project Manager (if applicable) will review the application and determine the appropriate contacts, address, and other pertinent data to be included on the application. Included in the recommendation on the Agenda request will be a statement for approval of electronic submission and delegation of electronic signature authority by the Board to the Grants Department if applicable. After reviewing the Agenda Package, the Grants Department or approved designee will forward the information to the County Administrator's office to be included on the next Board Agenda. Upon approval by the Board, the

Grants Department, Project Manager or if applicable to the third-party administrator will apply for the grant. If possible, the Grants Department or designee will print a hard-copy of the electronic application. A copy will be maintained as the original record in the Grants Office, Project Manager, and applicable staff for his/her file.

8) The Grants Department, County Engineer, Project Manager, and applicable staff will identify any/all environmental and permitting requirements and so document them.

9) "EMERGENCY PROCEDURES"

This procedure should be used **ONLY** in the rare cases when time is a critical element for submittal of the grant application. In no circumstances should this procedure be utilized to bypass the normal procedures noted above. However, if time is of a critical nature, and after approval from the County Administrator, the Grants Department or appropriate staff such as a Project Manager or County Engineer will obtain the Chairman's signature and submit the application to the granting agency. The Grants Department or applicable staff will prepare an Agenda Package with the application included for approval and ratification by the Board at the next meeting. If the Board disapproves the grant application, then the County Administrator or appropriate staff will notify the granting agency that the County withdraws its submittal.

VI. GRANT AWARD PROCEDURES

The grant award section includes the initial accounting procedures required when a grant is awarded. Most of these functions will be processed by the Grants Department or the Finance Department and includes communicating with the funding agencies, establishing revenue and expenditure departments/accounts and providing applicable County departments with information relating to the grant.

PROCEDURES

1) The grant is awarded by the funding source or by acceptance of grant offer.

2) The original (Record) copy of the fully executed grant award document will be maintained by the Grants Department with a file copy going to the Finance Department and appropriate staff which may include the Project Manager and County Engineer for his/her file

3) Initial accounting procedures.

- i. Ensure that the grant is established in the financial system with the Finance Department. This will include the determination of the appropriate fund and account numbers for financial entries in accordance with the grant agreement. Unallowable costs and cost overruns, upon identification, will be reclassified to regular expense departments of the

County. Each grant will be evaluated to define, track and report direct costs and indirect costs, in accordance with the grant agreement. Administrative and personnel costs will be defined, tracked and reported individually according to current procedures. Records relating to employee compensation are retained in both the County's Human Resources and Finance Department's payroll section.

- ii. Prepare a Grant Application Review and Administration Form which contains data relating to the various requirements of the grant, summarizes the general and specific requirements needed for compliance and sets up a time table for completion of the grant requirements and reporting filing.
- iii. Prepare and maintain a file for each grant that will be available for inspection by the internal, independent, and any State and Federal auditors.

4) The Grants Department or designee provides copies of the Grant Application Review and Administration Form containing the information gathered in Step A to the Project Manager (if applicable) and other staff who may be involved in the administration or project completion of the grants scope or work.

5) The Grants Department or designee communicates with the funding agency to obtain information concerning the source of funds for the grant. (i.e. CFDA or CSFA number, federal funding percentages, state grants and aids percentages, etc.)

6) The Finance Department updates the Schedule of Expenditures of Federal Awards and State Financial Assistance with information concerning the grant.

7) The Grants Department or designee enters information about the grant on a master grants schedule to aid in maintaining monitoring and reporting schedules throughout the life of the grant.

8) In the unlikely event that the County would perform cash advance activities under Federal or State awards, the County would abide by the following Uniform Guidance procedures.

- a) §200.305 (b)(5) To extent available, the County would disburse funds available from program income (including repayments to a revolving fund) rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- b) §200.305 (b)(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal or State awards.
- c) §200.305 (b)(9) Interest earned up to \$500 per year may be retained by the County for administrative expense. Any additional interest earned on Federal or State advance payments deposited in interest-bearing accounts must be remitted annually

to the Department of Health and Human Services Payment Management System through an electronic medium using either Automated Clearing Housing network or a Fedwire Service payment.

VII. PROCUREMENT PROCEDURES

- 1) The County will use its own documented purchasing procedures which reflect applicable State and local laws and regulations, provide that the procedures also conform to Federal law and compliance with the procurement standards set forth in 2 CFR Part 200.
- 2) The County will maintain oversight to ensure that contractors perform in accordance with terms and conditions and specifications of their contract.
- 3) The County will maintain standards codes of conduct covering conflicts of interest and government the performance of its employees engaged in selection of awards and contract recipients. No employee, officer or agent can participate in the selection, award or administration of contract support by a Federal or State award if he/she has a real or apparent conflict of interest.
- 4) The County will utilize procedures to avoid acquisition of unnecessary or duplicate items. All purchase decisions will be made based on a cost benefit analysis such that materials are purchased in the most economical manner possible, as required by §200.323.
- 5) When feasible and cost effective, the County will seek to use Federal excess and surplus property on Federal projects.
- 6) When feasible and appropriate, the County will obtain materials and goods through State and/or Federal contracts to take advantage of economies of scale and efficiency.
- 7) The County will maintain appropriate records of all purchases sufficient to detail the history of purchases.
- 8) Contractors who participate in the development of draft specification, requirements, statements of work and invitations for bids or requests for proposals will be excluded from competing for those procurements funded by Federal or State awards.
- 9) Methods of purchase will be conducted by the following means:
 - a) Procurement of small purchases, or acquisition of supplies and services, and the aggregate dollar amount does not exceed \$1,500 may be awarded without soliciting written bids/quotes. Three written bids/quotes are required for purchases from \$1,500 to \$25,000. Procurement of purchases or acquisition of supplies, equipment, or services over \$25,000 requires competitive bids.
 - b) Procurement by bid or request for proposals in accordance with existing County purchasing and bid policy which allows for advertisement for bid or request of

proposals, sealed bid processes. Openings for all sealed bids for all grant funded projects will be open to the public at the time and place advertised. A fixed price contract will be awarded to the lowest responsible bidder and written notification will be delivered to the successful bidder, as required by §200.320(d).

- c) In compliance with §200.325 for large capital projects over \$150,000 the minimum bonding requirements will be include the following: (a) a bid guarantee from each bidder equivalent to five percent of the bid price; (b) a performance bond on the part of the contractor for 100 percent of the contract price; and (c) a payment bond on the part of the contractor for 100 percent of the contract price.

10) All procurement transactions will be conducted in a manner not restrictive to competition. The County will not place unreasonable requirements on firms in order for them to qualify to do business, as required by §200.319.

11) The County will take all necessary steps to assure that disadvantaged businesses, minority businesses, women's business enterprises and labor surplus firms are used when possible, as required by §200.321.

VIII. ACQUIRED PROPERTY PROCEDURES

The Acquired Property Procedures outlines the procedures that will be taken when Federal awards are used to acquire property which includes real property, equipment and other capital improvements and supplies (inventory).

1) Real Property

- a) If the County acquires real property with Federal award funds, the title to such property remains bested in the County as required by §220.312. The use of real property acquired will be for the purpose provide the award for as long as needed for that purpose and the County cannot dispose of the property or encumber its title or interest without permission of the Federal Government, as required by §200.311 and §200.312.
- b) When the real property is no longer needed for its original purpose authorized by the Federal award, the County will obtain disposition instructions form the awarding agency and will present the alternatives for disposition of such property. The alternative for disposition may be: retain the property, sell the property or transfer the property to a third party.
- c) Upon disposition, the County will calculate the interest of the Federal awarding agency and return the interest based on the alternative of disposition selected, as required by §200.305(b)(9).
- d) The status of any real property acquired by federal awards will be reported to the awarding agency no less frequently than annually.
- e) The County will provide the necessary and appropriate insurance coverage for all real property acquired through a federal award per §200.310.

2) Equipment

- a) Title for equipment purchased with federal awards will be held in the name of the County and will be used for the specific project for which it was approved until the project ceases or until the equipment is no longer need for the project.
- b) Equipment acquired under federal award will not be encumbered without the specific approval of the awarding federal agency.
- c) Equipment acquired under a federal award will be identified in the capital assets record of the County as such and will be disposed of in accordance with State laws and procedures, when such procedures are no less restrictive than Federal law. Prior to disposition of any equipment or capital improvements acquired by federal awards, the County will seek permission from the awarding agency to dispose of the item(s). Items with fair market value exceeding \$5,000 may be sold or retained by the County. The County will remit to the awarding agency its interest in the property less \$500 or 10% of the proceeds, whichever is less, for its selling and handling expenses, as required by §200.313.
- d) Disposed items with a fair market value exceeding \$5,000 or less may be retained, sold or otherwise disposed of without further obligation to the federal government.
- e) The County will provide the necessary and appropriate insurance coverage for all equipment purchased through a federal award per §200.310.

3) Supplies (inventory)

- a) Title to the supplies will be in the name of the County. Expensing of the supplies will be done in a matter that qualifies under requirements of GASB and generally accepted accounting procedures, as required by §200.313.
- b) At the completion of a project, residual inventory of unused supplies exceeding \$5,000 in total aggregate value are not needed on any other federal award, the County may sell or use the inventory but must compensate the Federal government its share of the unused inventory.

The County will follow all Acquired Property Procedures for state grants as per each agency's guidelines, policies, procedures, and per the terms of each grant agreement. The County will also abide by Florida Statutes, Florida Administrative Code, Florida Single Audit Act, and all applicable federal guidelines, standards, requirements, and laws.

IX. GRANT MONITORING PROCEDURES

The grants monitoring section includes the functions relating to the monitoring of the grant activities. The Grants Department or approved designee is responsible for the financial accuracy and coordination of the monitoring program and is responsible for providing the programmatic (operational) function which encompasses compliance with the terms and conditions of the grant.

PROCEDURES

The Grants Department or designee is responsible for developing a monitoring plan using the general and specific requirements of the grant. The Grants Department or designee will develop a timetable for internal monitoring and will enter this timetable in the master grant schedule.

- 1) The Grants Department or designee will review the executed grant documents and notify appropriate staff of the required program or financial reporting task to be performed. This will be accomplished by the use of an addendum to the Grant Control Form. See section VI. (3)(ii).
- 2) The Grants Department or designee will supervise all programmatic aspects of the grant in accordance with the terms and conditions of the grant. He/she will be responsible for conducting all internal program monitoring and preparation of any program reports. A signed report documenting any findings and corrective action taken will be kept with the original grant files. Copies of the report will be given to County Administrator, Finance Department, and Board of Commissioners if applicable or required.
- 3) The Grants Department or approved designee is the Liaison with the granting agency regarding program performance, operational requirements and monitoring.
- 4) The Grants Department or designee will be the coordinator of any monitoring visits by the grant funding agency. The Grants Department or designee will notify the Finance Department and the independent auditors of all monitoring visits by a granting agency prior to the visit. This notification shall indicate financial records needed, if any, during the monitoring visit. The Grants Department or designee will provide the County Administrator and the Finance Department with reports that are issued as a result of the monitoring visit.
- 5) The Grants Department or designee will supply the information needed by the external auditors for the annual single audit.
- 6) Periodic review of Federal and State Grant regulations will be completed.

X. GRANT ACCOUNTING AND REPORTING PROCEDURES

The grant accounting and reporting section relates to the functions dealing with the monthly, quarterly and yearly accounting and reporting requirements. In order to facilitate the orderly, timely and accurate accounting, reporting and auditing of federal and state grant transactions, the Grants Department in conjunction with the County Departments and their designees will strive to ensure the following:

- 1) An effective tracking system is initiated by routing all approved grants (with an original document) to the Grants Department or designee.

2) Appropriate budgetary and accounting controls are in place to separately identify grant transactions.

3) Appropriate administrative controls are in place to ensure that costs claimed are in compliance with appropriate grant requirements. The Grants Department or the designee is responsible for reviewing all information for financial accuracy, and if so requested will assist the Finance Department in preparing the Schedule of Expenditure of Federal Awards and State Financial Assistance. The Grants Department or designee or other appropriate staff is responsible for authorizing purchases, reporting to Federal or State agencies of grant awards of purchased property or disposition of property, with grant funds, and preparing reimbursement requests.

4) The Grants Department or other appropriately designated staff will also assemble all quarterly state and federal reports, or other reports as may be required, per the award agreement.

5) The Grants Department or appropriate designee will notify the appropriate staff of the required reporting interval required for performance reports by the Federal or State awarding agency.

6) If there are any significant events that affect the grant, that occur during the project, the Grants Department or approved designee will notify the granting agency by letter of the event and request guidance on report requirements. A copy of the notification will be forwarded to the appropriate staff if applicable. These events include, but are not limited to: problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the grant award and terms of the contract or agreement. This disclosure must include a statement of the action taken or being considered, and producing more or different beneficial results than originally planned.

7) Financial records, supporting documents, statistical records and all County records pertinent to a Federal or State award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal or State awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual report, respectively.

8) Financial records, supporting documents, statistical records and all County records pertinent to a Federal or State award will be collected, transmitted and stored in open and machine readable formats and made accessible to authorized representatives of the Comptroller of the United States, and the pass-through entity for as long as the records are retained.

PROCEDURES

1. Monthly Procedures

A) The Grants Department, Project Manager, or designated staff member as appropriate, will provide authorization, documentation, special conditions or language as required for purchases needed to carry out the requirements of the grant. The Purchasing Department and County Administrator's office, using standards required by the various grants, will authorize and approve all purchases.

B) The Grants Department, Project Manager, or designated staff member as appropriate, will prepare requests for advances only if required by the granting agency. The Grants Manager or appropriate staff member will maintain record keeping to ensure that advanced funds are expended within the required time frame.

C) The Grants Manager, Project Manager, or designated staff member as appropriate will be responsible for preparing all requests/reports for reimbursement from the funding agency. He/she will assure that the requests/reports are accurate, complete and include required supporting documentation. This will include the completion and submission of required and necessary reports and forms in accordance with individual grant agreements. All reports/requests will be reviewed, approved, and signed by the Board Chairman or personnel as so authorized in the grant agreement/contract.

D) The Finance Department will be responsible for reviewing costs claimed to ensure accurate posting to the general ledger and for compliance with the provisions of the grant. Any necessary revisions will be forwarded to the originating department for review and correction before being submitted to the granting agency by the Grants Department or appropriate staff.

E) Once the costs claimed have been verified on a reimbursement request, then the Finance Department will record the appropriate entries for a receivable in the general ledger accounts.

F) The reimbursement requests will be signed and submitted by mail or electronically as directed in the grant agreement by the Grants Department or authorized personnel. A copy of the signed reimbursement request will be provided to the Finance Department.

G) Grant funds will be received and recorded by the Finance Department.

H) If there are any significant events that affect the grant, that occur during the project, the Grants Department or appropriate staff will notify the granting agency by letter of the event and request guidance or report requirements. A copy of the notification will be forwarded to the Finance Department.

2. Quarterly Procedures

A) Quarterly reimbursements and reports are prepared using procedures similar to the monthly procedures using information from the prior three months.

B) The Grants Department or approved designee will notify the applicable staff such as a Project Manager or the County Engineer of the reporting interval required for performance

reports by the Federal or State awarding agency. These reports will not be more frequent than quarterly, not less frequent than annual, except in unusual circumstances, where more frequent reporting is necessary for the effective monitoring of the Federal or State award or could significantly affect program outcomes. Annual reports are due 90 calendar days after the reporting period; quarterly or semiannual reports are due 30 calendar days after the award reporting period, or as required by the Federal or State awarding agency before the anniversary date of multiple year Federal or State awards. There must be a request for an extension of the due date for any performance reports, if justified, and sent to the Federal or State awarding agency.

3. Annual Procedures

A) Any annual reimbursements and reports are prepared using procedures similar to the monthly procedures

B) The Grants Department or designee will notify the applicable staff such as a Project Manager or the County Engineer of the reporting interval required for performance reports by the Federal awarding agency. These reports will not be more frequent than quarterly, not less frequent than annual, except in unusual circumstances, where more frequent reporting is necessary for the effective monitoring of the Federal or State award or could significantly affect program outcomes. Annual reports are due 90 calendar days after the reporting period; quarterly or semiannual reports are due 30 calendar days after the award reporting period, or as required by the Federal or State awarding agency before the anniversary date of multiple year Federal awards. There must be a request for an extension of the due date for any performance reports, if justified, and sent to the Federal or State awarding agency.

C) The Finance Department is responsible for maintaining the Schedule of Expenditures of Federal Awards and State Financial Assistance and will provide a copy to the independent county auditors by November 1st of each year. The Finance Department will be the liaison between the external auditors and the departments.

D) The Finance Department and Grants Department is responsible for ensuring that the copies or notifications of the Annual Financial Report (AFR) are distributed or available to the appropriate granting agencies in accordance with their required due dates.

E) The Finance Department maintains records related to the acquisition of capital assets and real estate. Therefore, the Finance Department will submit to the awarding agency, on no less than an annual basis, a report as to the status of any real estate properties purchased with Federal or State funds.

4. Grant Close Out Procedures

The Grants Department or approved designee, with the assistance of applicable staff is responsible for assembling a "project completion package." This package will contain the following:

A) The final Federal and State grant report will be signed by the Chairman, Grants Department, Finance Director, or authorized staff. The final performance report is due 90 calendar days after the period of performance end date. There must be a request of an extension of due date for any performance report, is justified and sent to the Federal or State agency.

B) All grant funding agency monitoring reports from visits occurring during the life of the grant. All records in reference to grants will be retained according to Florida Statutes for records retention and County policies.

C) Subrecipient Closeout

- a) Verify fulfillment of any cost-sharing requirements
- b) Verify receipt of invoice marked "Final"
- c) Obtain all final reports
 - i. Programmatic
 - ii. Financial
 - iii. Property
 - iv. Other per award terms
- d) Obtain signed Refunds, Rebates, Credits Form (if necessary)
- e) Audit Subaward (if necessary)
- f) Verify that Subrecipient has filed an audit report (or equivalent) through subaward end date
- g) Adjust County records if necessary to reflect changes in subaward costs

XI. GRANT SUBRECIPIENT MONITORING

The Grants Department or approved designee is responsible for identifying to the Subrecipient the Federal and/or State award information, monitoring the Subrecipient activities, ensuring required audits are performed and requiring corrective action on audit findings, evaluating risk for non-compliance, and evaluating the impact of Subrecipient activities on the County's ability to comply with applicable Federal and/or State regulations. The County may perform as the recipient, subrecipient or contractor concurrently as allowed by §200.330.

PROCEDURES

1) The Grants Department or approved designee will follow the current Taylor County Board of County Commissioner's procurement and bid policies for all Federal, State, and pass-through entity grant related subawards required. In addition to those policies, the following procedures will be used.

- a) Proposal Stage: Before any bid, RFQ or RFP is advertised per current County procedures, a clear Statement of Work and a Budget will be developed, as appropriate for the bid type, list all requirements of the County for bid compliance,

identify appropriate contacts for the project, and any other appropriate documentation necessary for the subaward. The bid, RFQ, or RFP will be developed to meet all requirements of Appendix II §200.201 and §200.332.

b) Pre-Award Stage: Upon receipt of bids, the appropriate County staff will review the Prime Award for any changes, communicate with program representatives, validate, and review subaward methodology, and conduct a subrecipient risk analysis based on the bids received, in addition to review and selection of the subrecipient by a committee approved by the Board of Commissioners.

i. Risk Analysis:

1. Shall be based on past performance of a subrecipient and the financial reliability. For new subs with no prior history, additional monitoring may be required.

2. Verification with federal databases will be done to ensure subrecipient is not debarred, suspended or a specially designated national (such as Federal Audit, Clearinghouse A-133 <http://harvester.census.gov/sac/> or The Defense Contract Audit Agency www.dcaa.org/dcaa-compliance on For-Profit entities)

3. A review of the most recent financial statements of the organization will be done. Potential indicators of high-risk may include; program complexity, percentage passed-through, dollar value of the award, history and new personnel or systems.

4. If audit findings are found, interpretation of OMB circulars should be sought.

5. The Grants Department and/or other appropriate staff shall indicate if the findings relate to the subaward with the subrecipient, or to same CFDA number. Do the findings relate to the Research and Development cluster of funding?

6. Audit reports will be reviewed for detail or findings and corrective action plans:

a. A-21/A-122 Allowable Costs

b. Time and Effort Reporting

i. Certification of Effort

ii. Matching/Cost Sharing

iii. Cost Transfers

iv. Late Technical, Financial Reports

v. Property and Equipment inventories

7. Implement Corrective Action Plan – May require progress reports from subrecipient on corrective action plan and yet-to-be developed internal controls at stipulated intervals.

- a. Subrecipient: Submit plan of corrective audit deficiencies to the pass-through entity, with specific activities and due dates.**
- b. Appropriate County staff: Reviews adequacy of their proposed plan and issues a management decision.**
- c. Subrecipient: Conforms with steps listed in the corrective action plan.**
- d. Appropriate County staff: Monitor's subrecipient's progress to ensure full compliance with steps and dates and takes appropriate follow-up action (including sanctions) in cases of inability or unwillingness to come into compliance.**

8. Depending upon finding and nature of subaward research, develop special terms and conditions in subaward agreement.

- a. This may include requiring extra contact between designated County staff or more frequent technical reporting.**
- b. May also require expenditure backup materials be provided to invoices or add deliverables to contract terms and tie the receipt of those to invoices.**
- c. May also require on-site monitoring (technical and financial)**
- d. Adding more stringent termination or stop-work language for failure to comply with requirements.**

9. Upon completion of the above items, the County will write a management decision letter for inclusion into the grant documents.

2) The Grants Department or appropriate County staff will ensure the following:

- a) Notify the subrecipient, in writing, upon execution of the contract, of the award information and requirements imposed by the laws, regulations and provisions of contract or grant agreements pertaining to the program. This will include the requirements of the David-Bacon Act. Additionally, the County will comply with all provisions in Appendix II of 2 CFR Part 200.**

b) Will monitor the subrecipient use of Federal or State funds and issue a written report summarizing the results and any corrective actions needed, to the Board of County Commissioners on a quarterly basis at a minimum.

i. Monitoring may consist of site visits, regular contact, interviews, meetings and examinations of the subrecipient.

1. Program Progress reports will be required on a monthly basis.

2. If applicable, site visits will be done at least quarterly by the Grants Department or designated appropriate County staff.

a. Designated County staff will visit site of the subrecipient

b. Designated County staff will consist of programmatic and administrative and financial personnel

c. The designated staff will review progress, facilities, and region-specific activities

d. The administrative and financial personnel will look at systems and test a small number of transactions

e. Ensure that the language, costs, and limited experience of past reviews are monitored

3. This site visit will be followed by a desk audit

a. Select a manageable number of transactions to review

b. Request full documentation of those transactions chosen and require they be provided in an organized and timely fashion, usually within 14 business days.

c. Evaluate documentation and ensure it meets or exceeds the standards for the County and the project

d. Provide feedback to the subrecipient on findings. Work with sub to ensure the award needs are met.

4. Award modifications occur as needed.

5. Require prior approvals for tasks in the subaward.

6. Ensure subrecipient is submitting acceptable invoices on time.

a. Ensure invoices are submitted in accordance with subaward requirements.

b. Ensure that duplicate costs or invoices have not been submitted.

c. Ensure invoices only contain expenses that are:

- 1. Allowable**
- 2. Allocable**
- 3. Reasonable**

d. Verify costs are incurred within the period of performance.

e. Ensure expenses are aligned with the technical progress.

f. Verify cost sharing is appropriately reflected, if required.

g. Requiring that the subrecipient be subject to an annual single audit.

c) If there is a need to modify any portion of the subaward, the Grants Department or appropriate staff will seek the approval of the Board of County Commissioners, providing them the purpose for the modification, the difference in funding amounts, change in the scope of the subaward, and the complexity/time extension required to complete the modification.

d) The Grants Department or designated appropriate staff will ensure that the County receives annual audited reports from subrecipients as required in OMB Circular A-133 and OMB 2 CFR Chapter 1, Chapter II Part 200, et al. Uniform Administrative Requirement, Cost Principles and Audit Requirements for Federal Awards. In addition, the Grants Manager or designated staff will ensure that the subrecipient has performed corrective actions on deficiencies identified in the audit and will report to the Board of County Commissioners on an annual basis at a minimum. The appropriate County staff will ensure the effectiveness, reliability and compliance, review monitoring policies and procedures. A test of award will be completed no less than quarterly to ensure the information provided to the County is properly identified and that only allowable activities have been approved. The Grants Department or designated staff will test for subrecipient audit documents to

make sure the information is completed and documents on any necessary corrective action needed. A written report will be included in the grant documents.

XII. NONCOMPLIANCE PROCEDURES

The Grants Department or appropriate designated staff such as the Project Manager or the County Engineer will notify the County Administrator's office, and/or the Board of Commissioners and the County Finance Department in writing upon noncompliance with the Grants Administration and Accounting Policy and Procedures. The notification will be copied to the County Administrator and Finance Department. The Administration, and/or Board of Commissioners and the County Finance Department will notify the employ that is monitoring the project to cease all operations until a solution on how to bring the project back into compliance is realized, or a modification of the project terms, to being the project into compliance, has been approved by the granting agency and the Board of Commissioners.

XIII. EFFECTIVE DATE

This policy is effective as of _____, 2019.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the Volunteer Fire Assistance Grant Application to Florida Forest Service in the amount of \$11,354.40 to purchase bunker gear for firefighters.

MEETING DATE REQUESTED:

December 9, 2019

Statement of Issue: Board to approve grant application in the amount of \$11,354.40 to Florida Forest Service requesting funding assistance to purchase five sets of bunker gear for Taylor County Fire Rescue.

Recommended Action: Board to approve Volunteer Fire Assistance Grant Application

Fiscal Impact: The County will be required to provide a match of \$5,677.20 which has already been budgeted by the Fire Chief, Dan Cassell. No additional County funds will be required.

Budgeted Expense: Yes, the match funds were previously budgeted to purchase this equipment.

Submitted By: Melody Cox & Jami Boothby –Grants Department

Contact: Melody Cox & Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is requesting funding assistance to purchase five sets of bunker gear.

Attachments: Grant Application, and required support documents



Florida Department of Agriculture and Consumer Services
Florida Forest Service

VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

NICOLE "NIKKI" FRIED
COMMISSIONER

| | | |
|---|--------------|--|
| LEGAL NAME Taylor County Board of County Commissioners | | FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County) |
| ADDRESS 201 E. Green Street | | County |
| CITY Perry | | IF COUNTY, LIST VFD'S BENEFITING FROM GRANT: |
| STATE Florida | ZIP 32347 | Shady Grove (North) and Woods Creek (West) |
| COUNTY Taylor | COUNTY # | |
| EMPLOYER IDENTIFICATION NUMBER (EIN) 5 9 - 6 0 0 0 8 7 9 | | |

| | |
|---|--|
| IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, NAME OF TOWN: _____ POPULATION OF TOWN: _____ PROTECTED AREA: EST. POPULATION: 8,000 SIZE: (SQ. MILES) 650 | WHAT IS THE FIRE DEPARTMENT ISO RATING? 5/9 IS FIRE DEPARTMENT NIMS COMPLIANT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> CURRENT COOPERATIVE AGREEMENT WITH FFS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: 8-35 NAME OF FIRE DEPARTMENT: City of Perry |
|---|--|

| | |
|---|---|
| NUMBER OF FIREFIGHTERS: PAID: 16 VOLUNTEERS: 20 NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: 54 OTHER: 497 NO. OF FIREFIGHTERS CERTIFIED AS: WILDLAND FIREFIGHTER I 2 WILDLAND FIREFIGHTER II 34 | HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, WHERE? FL Division of Forestry AMOUNT: \$ 5,144.22 LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: \$ 28,562.00 |
|---|---|

| LIST OF FIREFIGHTING VEHICLES: | | | |
|--------------------------------|----------------|---------------------|-----------------------|
| TYPE | MAKE/YR.MODEL | PUMP CAPACITY (GPM) | WATER CAPACITY (GAL.) |
| Brush Truck | Ford/2005 550 | 120 | 300 |
| Engine | Ford/2001 550 | 1250 | 1000 |
| Engine | Chevy/1986 C60 | 1000 | 1000 |
| Engine | Ford/1999 550 | 1250 | 1000 |

| ESTIMATED GRANT FUNDING REQUEST: | | LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS: | | |
|--|--------------|---|-------------|--------------|
| | | NUMBER | DESCRIPTION | AMOUNT |
| FEDERAL | \$5,677.20 | 5 | Bunker Gear | \$ 11,354.40 |
| APPLICANT | \$5,677.20 | | | |
| COUNTY | \$ | | | |
| TOTAL | \$ 11,354.40 | | | |
| (Federal not more than 50% of total. Applicant at least 50% of total in matching funds.) | | | | |

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

| | | |
|--|---|---|
| Type Name of Authorized Representative Pam Feagle | Title Chairman | Telephone Number: (850) 838-3500 FAX: (850) 838-3501 |
| Signature of Authorized Representative | Date Signed and Submitted 12/09/2019 | Email: melody.cox@taylorcountygov.com |

U. S. DEPARTMENT OF AGRICULTURE
Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Before completing certification, read instructions on reverse.)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| | |
|--|--|
| ORGANIZATION NAME | PR/AWARD NUMBER OR PROJECT NAME |
| Taylor County Board of County Commissioners | Firefighter Gear |
| NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| Pam Feagle, Chairman | |
| SIGNATURE | DATE |
| | 12/09/2019 |

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

ASSURANCES – NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

V, B-5 (02/05)

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Standard Form 424B (9-03) Prescribed by OMB Circular A-102

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for

research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

| | | | |
|---|--|----------------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | | TITLE | |
| | | Chairman | |
| APPLICANT ORGANIZATION | | DATE | |
| Taylor County Board of County Commissioners | | SUBMITTED 12/09/2019 | |

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

COMMISSIONERS TO CONSIDER APPROVAL OF AN INTERLOCAL AGREEMENT ASSOCIATED WITH CONSTRUCTION OF THE FDOT LOCAL AGENCY PROGRAM GREEN STREET SIDEWALK PROJECT.

MEETING DATE REQUESTED:

December 9, 2019

Statement of Issue: The Florida Department of Transportation has requested that Taylor County execute an Interlocal Agreement with the City of Perry addressing jurisdictional operation and maintenance responsibility for the Green Street Sidewalk project.

Recommended Action: The Board should approve the Interlocal Agreement and adopt a Signature Authorization Resolution authorizing execution of the agreement by the Chairperson.

Fiscal Impact: STAFF INVOLVEMENT

Budgeted Expense: NO

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners approved a request received from FDOT on July 1, 2016, regarding a proposed Local Agency Program (LAP) project to construct a sidewalk along Green Street from Arena Ave to Howard Street. That agreement obligated Taylor County to manage the FDOT selected design consultant, Element Engineering, develop the bid package and select the construction contractor. The project is currently underway and is expected to be completed this winter. Funding for both construction and management oversight (\$493,292) is being provided by FDOT.

Due to the associated federal funding of the project, FDOT is required to execute a Construction & Maintenance Agreement with the Local Agency (City of Perry and Taylor County) to ensure the continued operation and maintenance responsibility of the Off-System project. The C&M Agreement is an affirmation by the Local Agency that continued operation and maintenance responsibility will remain with the Local Agency once the project is constructed. However, due to the project spanning the jurisdictional responsibility of both Taylor County and the City of Perry, FDOT has asked that the attached Interlocal Agreement be executed to ensure clear terms and demarcation of that responsibility. Once fully executed, the Interlocal Agreement will ultimately become an exhibit to the Federally required Construction & Maintenance Agreement.

Options:

- 1) Accept and approve the Interlocal Agreement for the Green Street Sidewalk LAP Project and adopt the Signature Authorization Resolution authorizing its execution by the Chairperson.
- 2) Modify or reject the proposed agreement and state reasons for such.

Attachments:

Signature Authorization Resolution
Interlocal Agreement

RESOLUTION NO. _____

Green Street Sidewalk Interlocal Agreement – Signature Authorization

WHEREAS, The Board of County Commissioners have been requested to prepare an Interlocal Agreement to address the jurisdictional operation and maintenance responsibility associated with the construction of a sidewalk along Green Street from Arena Ave to Howard Street in Taylor County, and

WHEREAS, the Interlocal Agreement affirms Taylor County's obligation for continued operation and maintenance of that portion of the sidewalk within Taylor County Right-of-Way once constructed, and

WHEREAS, the Interlocal Agreement affirms the City of Perry's obligation for continued operation and maintenance of that portion of the sidewalk within City of Perry Right-of-Way once constructed, and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute the Interlocal Agreement and that such agreement become an exhibit to a subsequent Construction & Maintenance Agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Green Street Sidewalk Interlocal Agreement.

PASSED in regular session this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
PAM FEAGLE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

INTERLOCAL AGREEMENT – Maintenance Responsibility

This AGREEMENT is made and entered into on this ____ day of _____, 2019 by and between the CITY OF PERRY, a municipal corporation organized and existing under the laws of the State of Florida, which municipality is fully located within the boundaries of Taylor County, Florida, hereinafter referred to as "CITY" and TAYLOR COUNTY, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the Florida Department of Transportation (FDOT) has indicated that an agreement is needed to establish ownership and maintenance responsibilities for those portions of the Green Street Sidewalk Project that exist both within the city limits of the CITY and within the boundaries of the COUNTY.

WHEREAS, the COUNTY and CITY have agreed to work in a collaborative manner to develop an Interlocal Agreement concerning the ownership and maintenance of the Green Street Sidewalk Project;

WHEREAS, the COUNTY and CITY are authorized pursuant to section 163.01 Florida Statutes to enter into an Interlocal Agreement to cooperatively make the most effective use of their powers to their mutual advantage, and to provide services and facilities in accordance with geographic, economic, demographic, and other factors influencing the needs and development of the local community;

WHEREAS, the COUNTY and CITY are authorized pursuant to sections 125.01 (1) and 336.021 (3), Florida Statutes, to independently exercise the powers they agree to jointly exercise through this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the COUNTY and CITY agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.
2. The Green Street Sidewalk Project will include constructing a new concrete sidewalk beginning at Arena Ave and end at Howard Street, approximately 4,200 ft.
3. The COUNTY and CITY agree that the west portion of the project from Arena Ave to the East side of Clark Street Right-of-Way is currently maintained by the CITY.
4. The COUNTY and CITY agree that the East portion of the project from the East side of Clark Street Right-of-Way to Howard Street is currently maintained by the COUNTY.
5. As the designated Local Agency, the COUNTY will manage and administer the Green Street Sidewalk Project under the FDOT's Local Agency Program project.
6. During the term of the project, the CITY authorizes the COUNTY to act on its behalf as much as it relates to the Green Street Sidewalk Project such that that action is consistent with the project plans and specifications previously reviewed and accepted by the CITY.

7. After the completion and acceptance of the Green Street Sidewalk Project and final payment has been made and received, the CITY will again be responsible for continued and ongoing maintenance of the sidewalk and associated infrastructure within its jurisdiction from Arena Ave to the East side of Clark Street Right-of-Way.
8. After the completion and acceptance of the Green Street Sidewalk Project and final payment has been made and received, the COUNTY will be responsible for continued and ongoing maintenance of the sidewalk and associated infrastructure within its jurisdiction from East side of Clark Street Right-of-Way to Howard Street.
9. This Interlocal Agreement and any amendment thereto shall become effective only upon execution by all parties and its filing with the Clerk of Court for the COUNTY and the City Manager for the CITY.

IN WITNESS WHEREOF, The Taylor County Board of County Commissioners and the City of Perry City Council has each entered into this agreement and has caused it to be executed by their duly authorized officers.

TAYLOR COUNTY, FLORIDA

A political subdivision of the State of Florida

SIGNED this _____ day of _____, 2019

ATTEST:

Pam Feagle, Chair Person

Annie Mae Murphy, Clerk of Court

CITY OF PERRY, FLORIDA

A political subdivision of the State of Florida

SIGNED this _____ day of _____, 2019

ATTEST:

Alan Hall, Mayor

Taylor Brown, City Manager

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approval of New or Amended Human Resources Policies recommended by the Krizner Group.



MEETING DATE REQUESTED:

December 9, 2019

Statement of Issue: Standards of Conduct and Ethics policy, Harassment Prevention and Prohibition Against Retaliation, and Confidential Information and Privacy Policies were recommended by the Krizner Group during the 2019 Employment Law Audit.

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense:

Submitted By: Marsha Durden – Assistant County Administrator

Contact: 850-838-3500 Ext 102

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Krizner Group performs an Annual Employment Law Audit of the Human Resources policies and operations. As a result of the audit it was recommended to add some additional information to the Standards of Conduct and Ethics policy and to add the Harassment Prevention and Prohibition Against Retaliation, and Confidential Information and Privacy policies as they contained additional recommended language not covered under Taylor County's current policies. As a result of the additional changes to the Standards of Conduct and Ethics policy, the intent is to strike through the old policy. All approved new policies or amended policies will be added as an attachment to the Personnel Manual.

Options: Approve or Deny

Attachments: 4.14 Standards of Conduct and Ethics
4.15 Harassment Prevention and Prohibition Against Retaliation
4.13 Confidential Information and Privacy



Taylor County

Board of County Commissioners'

Policy Manual

Policy #:

Title:

Effective Date:

12/10/2019

4.14

Standards of Conduct and Ethics

PURPOSE

The purpose of this policy is to define the expectation for conduct and ethics in local government employment.

POLICY

Employees of Taylor County are goodwill ambassadors, and such status involves a degree of duty and obligation regarding public and private conduct which is not common to many other classes of employment. The attitude and behavior of a County employee should at all times be such as to promote goodwill and a favorable attitude of the public toward the County's administration and its programs and policies. Each employee shall conduct himself/herself in a manner which could not be construed to be in conflict of this interest. Employees who fail to comply with the County's standards of conduct may be disciplined up to and including termination. No employee shall engage in criminal, infamous, dishonest, immoral or other conduct injurious or prejudicial to the County.

All Taylor County employees must abide by a code of ethical and professional communications with peers, supervisors, employees, vendors and the public. Such communication enhances human worth and dignity by fostering truthfulness, fairness, responsibility, personal integrity, and respect for self and for others. As such, the following rules must be followed when communicating with anyone:

- A. Avoid argumentative tones and comments. Employees should state their position clearly and factually in a normal tone, allowing the other individual an opportunity to share her or his position, and inviting open discussion regarding both such positions.
- B. Honestly is always required. It is critical that employees never engage in deceit, exaggeration, or express dishonesty when dealing with other individuals. While some communications may be extremely difficult to have, employees are always expected to convey them in a candid, but respectful manner.

- C. **Respect issues of confidentiality.** Employees of Taylor County will be faced with topics of great confidentiality at times and, as such, must avoid sharing any such information with anyone not needing to know the confidential information as part of their duties with Taylor County.

Gifts: No employee may either solicit or accept anything of value, including a gift, loan, and reward, promise of future employment, favor or service that is based on any understanding that the vote, official action or judgment of the official would be influenced by such a gift. All employees are encouraged not to accept gifts, no matter how small, to avoid appearance of impropriety.

Unauthorized Compensation: No employee or spouse or minor children may accept compensation, payment or anything of value which, **with the exercise of reasonable care**, is known or should be known to have been given to **influence** the vote or official action of such officer or employee.

Doing Business With Ones Agency: No employee who is empowered with the authority to purchase on behalf of the County in his/her official capacity may **directly** or indirectly purchase, rent or lease any realty, goods or services from a business entity in which the employee, his/her spouse or children is an officer, **partner**, director, or proprietor, or in which the employee, his/her spouse, or children (or any combination of them) owns a material interest. No employee acting in a **private** capacity, may rent, lease, or sell any realty, goods or services to the County or any of its agencies, except as provided in Florida Statute, Section 112.311.

Misuse of Public Position: No employee may **use** or attempt to use his official position or any property or resource **within his trust**, or **perform** his official duties to obtain special privilege, **benefit**, or exemption for himself or others.

Disclosure of Use of Certain Information: No employee may disclose or use information not available to the general public that is gained by reason of his/her public position for his personal **benefit** or the **benefit** of others. In addition to the above, all provisions of Florida Statute Section 112, Code of **Ethics** for Public Officers and Employees, shall to apply to County Employees.

Responsibility for Accurate and Truthful Information: Employees of the County are responsible for providing accurate and truthful information to the County in all aspects of the employment relationship. This obligation begins with an employee's application and all information submitted to the County prior to hire and is a continuing obligation through an employee's tenure with the County. This includes but is not limited to, all information an employee submits regarding his or her internal administrative and benefit-related documentation, all records of time worked, all input regarding any form of performance evaluation or corrective action plan, and as related to an employee's performance of his or her job duties. Any violation of this obligation on the part of the employee will result in discipline upon discovery of the false information, with the likelihood such actions will lead to termination of employment.

RESPONSIBLE DEPARTMENT

All Departments

Sunset Date: none

DRAFT



Taylor County

Board of County Commissioners'

Policy Manual

| | | |
|--------------------------|---|--------------------------------------|
| Policy #: 4.15 | Title: Harassment Prevention & Prohibition Against Retaliation | Effective Date: 12/10/2019 |
|--------------------------|---|--------------------------------------|

PURPOSE

The purpose of this policy is to prevent harassment or discrimination due to disability or the status of a protected veteran.

REFERENCE

Retaliation Policy
Equal Employment Opportunity Plan 4.01.02
Americans with Disabilities Act Policy

POLICY

Employees and applicants of Taylor County will not be subject to harassment because of disability or their status as a protected veteran. If an employee or applicant believes that he/she has been subjected to harassment because of their disability or status as a protected veteran should promptly contact their manager or EEO Coordinator for assistance.

Retaliation, including intimidation, threat, or coercion, against an employee or applicant because they have objected to discrimination, engaged or may have engaged in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State or local EEO law regarding individuals with disabilities or protected veterans is prohibited. Any employee or applicant who believes that they have been subject to retaliation because of their disability or status as a protected veteran should contact the EEO Coordinator for assistance.

RESPONSIBLE DEPARTMENT

All Departments

Sunset Date: none

DRAFT



Taylor County

Board of County Commissioners' Policy Manual

Policy #:

Title:

Effective Date:

12/10/2019

4.13

Confidential Information and Privacy

PURPOSE

The purpose of this policy is to prevent disclosure of protected and confidential information.

REFERENCE

Confidential Policy (HIPAA)

POLICY

Employees may, by virtue of their employment with the County, obtain access to sensitive, confidential, restricted and proprietary information about the County, its customers and clients, and its employees. Such information is not generally known or made available to the public or others and which the County has made reasonable efforts to keep confidential. This includes but is not limited to financial records, employee and customer records, telephone numbers, email addresses, files, referral or mailing lists, credit card numbers and similar information, whether in paper form, in computers or otherwise.

Such confidential information shall be used solely by the employees in the performance of their job duties for the County and shall not be used in any other manner during their employment. Employees shall not without the prior written consent of the County use, disclose, divulge, or publish to others any such confidential information acquired in the course of their employment. Such confidential information is the exclusive property of the County and under no circumstances whatsoever shall employees have any rights to use, disclose or publish to others such confidential information subsequent to the termination of their employment.

Unauthorized use or disclosure of confidential information may result in discipline, up to and including immediate discharge, prosecution, or other available action.

Upon termination of employment, employees must deliver to the County any and all confidential information whether stored electronically or as a document, including but not limited to all copies of such documents prepared or produced in connection with their employment with the County that pertain to the County's business or the employee's services for the County, whether made or compiled by the employee or furnished to the employee in connection with such services to the County. In addition, at termination employees must return to the County all of the County's non-confidential property, documents, or electronic information.

This policy does not limit the common law and statutory rights of the County.

RESPONSIBLE DEPARTMENT

All Departments

Sunset Date: none

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: THE BOARD TO CONSIDER ADOPTION OF FIVE YEAR CAPITAL IMPROVEMENT PLAN.



MEETING DATE REQUESTED: DECEMBER 9, 2019

Statement of Issue: TO PLAN FOR FUTURE CAPITAL PURCHASES AND IMPROVEMENTS.

Recommended Action: APPROVE

Fiscal Impact: WILL VARY BY YEAR

Budgeted Expense: Yes

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: 850-838-3500 EXT. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE PURPOSE OF A CAPITAL IMPROVEMENT PLAN IS TO COORDINATE THE LOCATION, TIMING AND FINANCING OF CAPITAL PROJECTS AND PURCHASES OVER A FIVE YEAR PERIOD. THIS CAPITAL IMPROVEMENT PLAN IS A WORKING DOCUMENT THAT WILL BE REVIEWED AND UPDATED ANNUALLY TO REFLECT CHANGING NEEDS, PRIORITIES AND FUNDING OPPORTUNITIES. THE COUNTY ADMINISTRATOR WILL SUBMIT RECOMMENDED CAPITAL PURCHASES DURING EACH BUDGET PLANNING CYCLE TO REFLECT CHANGING NEEDS AND PRIORITIES. PROJECTS AND FUNDING SOURCES OUTLINED FOR FUTURE FISCAL YEARS ARE NOT AUTHORIZED UNTIL THE ANNUAL BUDGET FOR THOSE YEARS IS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS. THE OUT YEARS WILL SERVE AS A GUIDE FOR FUTURE PLANNING AND ARE SUBJECT TO FURTHER REVIEW AND MODIFICATION.

Options: APPROVE/NOT APPROVE

Attachments: DRAFT FIVE YEAR CAPITAL IMPROVEMENT PLAN



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

5 YEAR - CAPITAL IMPROVEMENT PLAN

| | | FY 2020 | | | FY 2021 | | FY 2022 | | FY 2023 | | FY2024 | | |
|-----------------------------|---|-------------------|------------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|
| Functional Area | Project Name | Project Manager | Anticipated Cost | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding |
| Administration | | | | | | | | | | | | | |
| | Phone System Replacement | LaWanda Pemberton | \$8,629 | \$8,629 | | | | | | | | | |
| | Board Room Chairs | LaWanda Pemberton | \$6,500 | | | \$6,500 | | | | | | | |
| | Airconditioner Replacement | LaWanda Pemberton | \$27,150 | | | \$27,150 | | | | | | | |
| | Board Room Microphones | LaWanda Pemberton | \$5,000 | | | \$5,000 | | | | | | | |
| | | | | | | | | | | | | | |
| Fire Department | | | | | | | | | | | | | |
| | Fire Truck Payment | Dan Cassel | \$222,060 | \$74,020 | | \$74,020 | | \$74,020 | | | | | |
| | Station 8 Roof Replacement | Dan Cassel | \$8,000 | | | \$8,000 | | | | | | | |
| | *SLERS Radio (Fire Dept Only) | Dan Cassel | \$180,000 | | | \$180,000 | | | | | | | |
| | SCBA Replacement | Dan Cassel | \$320,000 | | | | | \$320,000 | | | | | |
| | Extrication Equipment | Dan Cassel | \$26,000 | \$13,000 | | | | \$13,000 | | | | | |
| | Fire Station 2 Replacement | Dan Cassel | \$580,000 | | | \$580,000 | | | | | | | |
| | Fire Station 7 Replacement | Dan Cassel | \$580,000 | | | \$580,000 | | | | | | | |
| | Station 1 Air-condition Replacement | Dan Cassel | \$15,000 | \$15,000 | | | | | | | | | |
| | Station 3 - Roof Replacement | Dan Cassel | \$7,500 | \$7,500 | | | | | | | | | |
| | Fire Truck Purchase | Dan Cassel | \$350,000 | | | | | | \$350,000 | | | | |
| | Utility Vehicle Purchase | Dan Cassel | \$70,000 | | | | | | | | \$70,000 | | |
| | Brush Truck Purchase | Dan Cassel | \$160,000 | | | | | | \$160,000 | | | | |
| | Siding Replacement - Station 1 | Dan Cassel | \$150,000 | | | | | | | | \$150,000 | | |
| | Fire Truck Purchase | Dan Cassel | \$350,000 | | | | | | | | \$350,000 | | |
| | Special Projects | | | | | | | | | | | | |
| | Zero Turn Mower | Danny O'Quinn | \$9,000 | \$9,000 | | | | | | | | | |
| | Inmate Equipment Trailer | Danny O'Quinn | \$2,000 | | | | | \$2,000 | | | | | |
| | Small Tractor with Front End Loader | Danny O'Quinn | \$29,000 | | | \$29,000 | | | | | | | |
| | Bucket and Trailer | | | | | | | | | | | | |
| Information Technology (IT) | | | | | | | | | | | | | |
| | New Servers and Computer Software Upgrade | Theresa Copeland | \$14,000 | \$14,000 | | | | | | | | | |
| Engineering | | | | | | | | | | | | | |
| | Green Street Sidewalk | Kenneth Dudley | \$529,019 | | \$529,019 | | | | | | | | |
| | East Ellison Road (SCOP) | Kenneth Dudley | \$158,635 | | \$158,635 | | | | | | | | |
| | East Ellison Road (SCRAP) | Kenneth Dudley | \$98,635 | | \$98,635 | | | | | | | | |
| | North Ellison Road (SCRAP) | Kenneth Dudley | \$152,409 | | \$152,409 | | | | | | | | |
| | San Pedro Road (SCOP) | Kenneth Dudley | \$674,162 | | \$674,162 | | | | | | | | |
| | Foley Cut-Off Road (SCRAP) | Kenneth Dudley | \$595,839 | | \$595,839 | | | | | | | | |
| | | | | | | | | | | | | | |



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

5 YEAR - CAPITAL IMPROVEMENT PLAN

| | | FY 2020 | | FY 2021 | | FY 2022 | | FY 2023 | | FY2024 | |
|------------------------|--|-----------------|------------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|
| Functional Area | Project Name | Project Manager | Anticipated Cost | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding |
| | Pine Crest Road (SCRAP) | Kenneth Dudley | \$235,500 | | \$235,500 | | | | | | |
| | Houck Road (SCRAP) | Kenneth Dudley | \$855,588 | | \$855,588 | | | | | | |
| | Equipment - Carry Forward | Kenneth Dudley | \$33,844 | \$33,844 | | | | | | | |
| | Old Dixie Hwy Sidewalk | Kenneth Dudley | \$654,252 | | | \$ 654,252 | | | | | |
| | Contractor's Road | Kenneth Dudley | \$1,034,000 | | | \$ 1,034,000 | | | | | |
| | Ash Street | Kenneth Dudley | \$1,750,000 | | | | | | \$ 1,750,000 | | |
| | Slaughter Road | Kenneth Dudley | \$2,450,000 | | | \$ 2,450,000 | | | | | |
| | Gas Plant Road | Kenneth Dudley | \$700,000 | | \$700,000 | | | | | | |
| | 1st Ave South | Kenneth Dudley | \$1,500,000 | | | \$ 1,500,000 | | | | | |
| | Keaton Coastal Bike Path Drainage | Kenneth Dudley | \$20,000 | | \$20,000 | | | | | | |
| | Cedar Island Road | Kenneth Dudley | \$550,000 | | | \$ 550,000 | | | | | |
| Environmental Services | | | | | | | | | | | |
| | Roll-Off Site Truck Lease Payments - 2 Trucks and add 2 Trucks in 2021 to = 4 Trucks | Gary Wambolt | \$333,000 | \$37,000 | | \$ 74,000 | | \$ 74,000 | | \$ 74,000 | |
| | Carlton Roll-Off Site - Concrete Pad Improvement & Drainage | Gary Wambolt | \$10,000 | | | \$ 10,000 | | | | | |
| | Carlton Roll-Off-Site - two compactors | Gary Wambolt | \$35,500 | \$35,500 | | | | | | | |
| | Shady Grove Roll-Off Site - one compactor | Gary Wambolt | \$13,500 | \$13,500 | | | | | | | |
| | Shady Grove Roll-Off Site - Fencing | Gary Wambolt | \$15,000 | \$15,000 | | | | | | | |
| | Shady Grove Roll-Off Site - Slab and Shelter | Gary Wambolt | \$7,000 | \$7,000 | | | | | | | |
| | Bernard Johnson Roll-Off Site - fencing | Gary Wambolt | \$15,000 | \$15,000 | | | | | | | |
| | Harrison Blue Roll-Off Site - Miscellaneous | Gary Wambolt | \$5,000 | \$5,000 | | | | | | | |
| | Solid Waste Container - Ten 40 yard containers @ 5,200 each | Gary Wambolt | \$52,000 | \$52,000 | | | | | | | |
| | Solid Waste Containers - Need five 20 yard containers | Gary Wambolt | \$18,000 | | | | | | \$ 18,000 | | |
| | Hazardous Waste Building Remodel | Gary Wambolt | \$2,500 | \$2,500 | | | | | | | |
| | Two Compactors , concrete pad, shelter - 14/98 and Salem Roll Off Sites | Gary Wambolt | \$40,000 | | | \$ 40,000 | | | | | |
| | Blue Springs Site Fencing Project | Gary Wambolt | \$30,000 | | | \$ 30,000 | | | | | |



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

5 YEAR - CAPITAL IMPROVEMENT PLAN

| | | FY 2020 | | FY 2021 | | FY 2022 | | FY 2023 | | FY2024 | |
|-----------------|--|-----------------|------------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|
| Functional Area | Project Name | Project Manager | Anticipated Cost | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding |
| | Eridu Fencing Project | Gary Wambolt | \$16,000 | | | \$ 16,000 | | | | | |
| | 14/98 Fencing Project | Gary Wambolt | \$17,000 | | | | | \$ 17,000 | | | |
| | Solid Waste Container - Ten 40 Yard | Gary Wambolt | \$40,000 | | \$ 40,000 | | | | | | |
| | Compactor - Bernard Johnson Roll Off Site | Gary Wambolt | \$14,000 | | | \$ 14,000 | | | | | |
| | Carlton Site Fencing Project | Gary Wambolt | \$30,000 | | \$ 30,000 | | | | | | |
| | Carlton Site Security Cameras- Needs to be Contracted out | Gary Wambolt | \$3,000 | | \$ 3,000 | | | | | | |
| | Salem Site - Security Cameras - Needs to be contracted out | Gary Wambolt | \$3,000 | | | \$ 3,000 | | | | | |
| | Solid Waste Front End Loader (need new one or old one from Public Works) | Gary Wambolt | \$250,000 | | | \$ 250,000 | | | | | |
| | Animal Control - Cameras - Needs to be contracted out | Gary Wambolt | \$3,000 | | \$ 3,000 | | | | | | |
| | Animal Control 1/2 Ton Truck - 4wd | Gary Wambolt | \$32,000 | | | | | | | \$ 32,000 | |
| | Bernard Johnson - Security Cameras - Needs to be contracted out | Gary Wambolt | \$3,000 | | \$ 3,000 | | | | | | |
| | Steinhatchee Site Security Cameras - Needs to be contracted out | Gary Wambolt | \$3,000 | | \$ 3,000 | | | | | | |
| | Eridu Site - Security Cameras - Needs to be contracted out | Gary Wambolt | \$3,000 | | | \$ 3,000 | | | | | |
| | 14/98 Site - Security Cameras - Needs to be Contracted out | Gary Wambolt | \$3,000 | | | \$ 3,000 | | | | | |
| | Salem Site Fencing Project | Gary Wambolt | \$16,000 | | | \$ 16,000 | | | | | |
| | Solid Waste Container - Need six 40 yard | Gary Wambolt | \$24,000 | | | \$ 24,000 | | | | | |
| | Solid Waste 1/2 Ton Truck 4wd | Gary Wambolt | \$32,000 | | | | | | | \$ 32,000 | |
| | Solid Waste Container - Need six 30 yard | Gary Wambolt | \$20,000 | | | \$ 20,000 | | | | | |
| | Recycling 1/2 ton Truck - 4wd | Gary Wambolt | \$32,000 | | | \$ 32,000 | | | | | |
| | Recycle Containers - Need seven containers | Gary Wambolt | \$28,000 | | | \$ 28,000 | | | | | |
| | Sports Complex - 2 Baseball Field Wind Screens | Gary Wambolt | \$2,000 | | \$ 2,000 | | | | | | |
| | Sports Complex - 2 New Softball Fields | Gary Wambolt | \$100,000 | | \$ 100,000 | | | | | | |
| | Sports Complex - 3 Infield Resurface | Gary Wambolt | \$12,000 | | \$ 4,000 | | | \$ 8,000 | | | |



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

5 YEAR - CAPITAL IMPROVEMENT PLAN

| | | FY 2020 | | FY 2021 | | FY 2022 | | FY 2023 | | FY2024 | |
|-----------------|--|-----------------|------------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|
| Functional Area | Project Name | Project Manager | Anticipated Cost | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding |
| | Sports Complex - 2 Portable Pitching Mounds | Gary Wambolt | \$2,000 | | | \$ 2,000 | | | | | |
| | Steinhatchee Site Fencing Project | Gary Wambolt | \$30,000 | | | \$ 30,000 | | | | | |
| | Sports Complex - 1 New Lawnmowers | Gary Wambolt | \$18,000 | \$9,000 | | | | \$ 9,000 | | | |
| | Sports Complex - Security Cameras and Solar lighting for Walking Track | Gary Wambolt | \$25,000 | \$25,000 | | | | | | | |
| | Sports Complex - Wood Bridge and Office Replacement | Gary Wambolt | \$10,000 | \$10,000 | | | | | | | |
| | Forward for Future Projects | Gary Wambolt | \$35,319 | \$35,319 | | | | | | | |
| | Sports Complex 1/2 Ton Truck - 4wd | Gary Wambolt | \$32,000 | | | | | \$ 32,000 | | | |
| | Sports Complex - 3 Infield Resurface | Gary Wambolt | \$12,000 | | | \$ 4,000 | | | \$ 8,000 | | |
| | Sports Complex - Walking Trail Resurface (FRDAP Grant) | Gary Wambolt | \$25,000 | | | | \$ 25,000 | | | | |
| | Sports Complex - 1 Covered Playgroud (FRDAP Grant) | Gary Wambolt | \$50,000 | | | | \$ 50,000 | | | | |
| | Sports Complex - Batting Cages - (4) (FRDAP Grant) | Gary Wambolt | \$100,000 | | | | \$ 100,000 | | | | |
| | Sports Complex - Parking Lot Re-striping | Gary Wambolt | \$12,000 | | | \$ 12,000 | | | | | |
| | Sports Complex - Basketball/Tennis Court Resurface | Gary Wambolt | \$14,000 | | | | | | | \$ 14,000 | |
| | Grant) | Gary Wambolt | \$1,000 | | | | \$ 1,000 | | | | |
| | Lighting (FRDAP Grant) | Gary Wambolt | \$18,500 | | | | \$ 18,500 | | | | |
| | Sports Complex - Shade Covering | Gary Wambolt | \$50,000 | | | | \$ 50,000 | | | | |
| | Sports Complex - Adult Fitness Equipment (Trail) (FRDAP Grant) | Gary Wambolt | \$5,000 | | | | \$ 5,000 | | | | |
| | Sports Complex - Natvie Vegetation Landscaping (FRDAP Grant) | Gary Wambolt | \$500 | | | | \$ 500 | | | | |
| Public Works | | | | | | | | | | | |
| | 1/2 Ton Truck | Hank Evans | \$180,000 | | | \$ 45,000 | | \$ 45,000 | | \$ 45,000 | |
| | Grapple Truck - Single Axle | Hank Evans | \$150,000 | \$150,000 | | | | | | | |
| | Southside Park Improvements | Hank Evans | \$50,000 | | \$50,000 | | | | | | |
| | Southside Park - rubber mulch for playground | Hank Evans | \$10,000 | \$10,000 | | | | | | | |
| | Steinhatchee Park Pier | Hank Evans | \$3,000 | \$3,000 | | | | | | | |
| | Install Fuel Monitor System in Tanks | Hank Evans | \$19,439 | \$19,439 | | | | | | | |
| | Upgrade Fuel Master System | Hank Evans | \$5,000 | \$5,000 | | | | | | | |



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

5 YEAR - CAPITAL IMPROVEMENT PLAN

| | | FY 2020 | | FY 2021 | | FY 2022 | | FY 2023 | | FY2024 | |
|------------------|--|-----------------|------------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|
| Functional Area | Project Name | Project Manager | Anticipated Cost | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding |
| | John Deere Skid Steere Loader with Broom, Bucket and Rake | Hank Evans | \$75,000 | \$75,000 | | | | | | | |
| | Lowboy Tractor and Trailer | Hank Evans | \$275,000 | | | \$ 275,000 | | | | | |
| | Excavator | Hank Evans | \$225,000 | | | | | \$ 225,000 | | | |
| | 2 Motor Grader - Leases | Hank Evans | \$288,000 | \$144,000 | | \$ 144,000 | | | | | |
| | Farm Tractor | Hank Evans | \$75,000 | | | | | | \$ 75,000 | | |
| | 3/4 Ton Truck - (1) Truck | Hank Evans | \$35,000 | | | | | \$ 35,000 | | | |
| | New Gradeall | Hank Evans | \$290,000 | | | | | | | \$ 290,000 | |
| | Hodges Park Renovations | Hank Evans | \$700,000 | | | | | | | | |
| | 2 Mack Dump Trucks Leases | Hank Evans | \$150,000 | \$30,000 | | \$ 30,000 | | \$ 30,000 | \$ 30,000 | \$ 30,000 | |
| County Extension | | | | | | | | | | | |
| | Forest Capital Hall - Parking Lot Repaving Project | Lori Wiggins | \$84,000 | \$84,000 | | | | | | | |
| | Tables for building use and Storage Rack | Lori Wiggins | \$2,000 | | | \$ 2,000 | | | | | |
| | Chairs for building use and Storage Rack | Lori Wiggins | \$6,800 | | | \$ 6,800 | | | | | |
| | Kitchen Remodel | Lori Wiggins | \$3,000 | \$3,000 | | | | | | | |
| | Telephone System Replacements | Lori Wiggins | \$7,000 | \$7,000 | | | | | | | |
| | Table and Chair Storage Racks (2 each) | Lori Wiggins | \$1,400 | | | \$ 1,400 | | | | | |
| | Full Kitchen Remodel | Lori Wiggins | \$25,000 | | | | | \$ 25,000 | | | |
| | Small 7 Passenger Van (Replace existing van) | Lori Wiggins | \$25,000 | | | \$ 25,000 | | | | | |
| Airport/Grants | | | | | | | | | | | |
| | Security & Safety Lighting for tarmac and ramps | Melody Cox | \$11,500 | | | \$ 11,500 | | | | | |
| | Taxiway Realignment | Melody Cox | \$39,716 | | \$22,262 | \$ 8,732 | | \$ 8,732 | | | |
| | Taxiway Realignment (Contingent - Competing for FAA Grant) | Melody Cox | \$4,500,000 | | | | \$ 4,500,000 | | | | |
| | Enclose tractor shed for secure mower storage & other airport equip. | Melody Cox | \$5,000 | | | | | \$ 5,000 | | | |
| | Airport Infrastructure - miscellaneous | Melody Cox | \$8,729 | \$8,729 | | | | | | | |
| | Airport Infrastructure - Requires FAA approval | Melody Cox | \$18,338 | \$18,338 | | | | | | | |
| | Heavy Batwing Mower | Melody Cox | \$15,000 | \$15,000 | | | | | | | |



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

5 YEAR - CAPITAL IMPROVEMENT PLAN

| | | FY 2020 | | FY 2021 | | FY 2022 | | FY 2023 | | FY2024 | |
|-----------------------|--|-------------------|------------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|
| Functional Area | Project Name | Project Manager | Anticipated Cost | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Funding |
| Library | 4WD Diesel Farm Tractor | Melody Cox | \$93,573 | | | \$ 93,573 | | | | | |
| | Small Passenger Van (Replace existing van) | JoAnn Morgan | \$25,000 | | | \$ 25,000 | | | | | |
| | Library Bathrooms Remodeling Project | JoAnn Morgan | \$18,000 | | | \$ 18,000 | | | | | |
| | Library Circulation Desk Replacement | JoAnn Morgan | \$15,000 | | | | \$ 15,000 | | | | |
| | Outdoor Book Return | JoAnn Morgan | \$5,000 | | | | \$ 5,000 | | | | |
| | Library Sehling | JoAnn Morgan | \$20,000 | | | | \$ 20,000 | | | | |
| | Upgrade cement sidewalks and entrance | JoAnn Morgan | \$15,000 | | | | | | | \$ 15,000 | |
| | Repaint Exterior of the Building | JoAnn Morgan | \$10,000 | | | | | \$ 10,000 | | | |
| | Repave Front and Back Parking Lot | JoAnn Morgan | \$20,000 | | | | | \$ 20,000 | | | |
| | Library Floor Removal/Replacement | JoAnn Morgan | \$15,000 | | | | \$ 15,000 | | | | |
| | Phone System Replacement | JoAnn Morgan | \$7,000 | | | \$ 7,000 | | | | | |
| Building Department | | | | | | | | | | | |
| | Maintenance Truck | Danny Griner | \$25,000 | | | | \$ 25,000 | | | | |
| | Painting Exterior of the Admin. Building | LaWanda Pemberton | \$7,000 | \$7,000 | | | | | | | |
| | Steinhatchee Community Center - HVAC Replacement - 25 year old and efficiencies | Danny Griner | \$15,000 | \$15,000 | | | | | | | |
| | Courthouse Improvements - Elevator Replacement | Danny Griner | \$1,000,000 | | | \$ 1,000,000 | | | | | |
| | Taylor County Courthouse Improvements | Danny Griner | \$431,000 | | | \$ 431,000 | | | | | |
| | Equipment/GIS | Danny Griner | \$1,500 | \$1,500 | | | | | | | |
| | Veterans' Administration Clinic HVAC Replacement - existing unit has front leak and increased repair costs | Danny Griner | \$10,000 | \$10,000 | | | | | | | |
| Purchasing Department | | | | | | | | | | | |
| | Purchasing Office Remodel and floor replacement | Sarah Weirick | \$7,500 | | | \$ 7,500 | | | | | |
| | Warehouse Doors Replacement - 3 Doors | Sarah Weirick | \$12,000 | | | \$ 12,000 | | | | | |



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

5 YEAR - CAPITAL IMPROVEMENT PLAN

| | | FY 2020 | | FY 2021 | | FY 2022 | | FY 2023 | | FY2024 | | | |
|---------------------|---|-----------------|------------------|---------------|-----------------|---------------|-----------------|---------------|----------------|---------------|-----------------|---------------|-----------------|
| Functional Area | Project Name | Project Manager | Anticipated Cost | Local Funding | Outside Funding | Local Funding | Outside Funding | Local Funding | Outside Fundir | Local Funding | Outside Funding | Local Funding | Outside Funding |
| Conceptual Projects | | | | | | | | | | | | | |
| | Bypass at Keaton Beach Boat Ramp | | \$0 | | | | | | | | | | |
| | Bypass at Steinhatchee Boat Ramp | | \$0 | | | | | | | | | | |
| | Steinhatchee Storm Water Improvements | | \$0 | | | | | | | | | | |
| | Spring Warrior Boat Ramp Project | | \$0 | | | | | | | | | | |
| | SLERS Radio Upgrade | | \$0 | | | | | | | | | | |
| | Fenholloway Tree Debris Removal Project | | \$0 | | | | | | | | | | |
| | Doctors Memorial Hospital (DMH) | | | | | | | | | | | | |
| | 1 Cents Sales Tax Obligation - 25% | Tom Stone | \$1,412,250 | \$470,750 | | \$ 470,750 | | \$ 470,750 | | | | | |
| Taylor County Jail | | | | | | | | | | | | | |
| | Chiller | Marty Tompkins | \$121,000 | \$121,000 | | | | | | | | | |
| | Roof | Marty Tompkins | \$140,000 | | | \$ 140,000 | | | | | | | |
| | Electronic Locks | Marty Tompkins | \$72,000 | | | | | \$ 72,000 | | | | | |
| | Taylor County Sheriff's Office | | | | | | | | | | | | |
| | 1 Cents Sales Tax Obligation - 25% | Wayne Padgett | \$470,750 | \$470,750 | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | TOTAL | \$56,392,088 | \$2,105,318 | \$4,092,049 | \$ 2,035,425 | \$ 13,198,252 | \$ 1,944,502 | \$ - | \$ 815,000 | \$ 1,750,000 | \$ 1,102,000 | \$ - |

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Change Order in the amount of \$3,565.00 for the Contract for Demolition/Construction Work through the SHIP Program on the home of Laura Campbell.
Board also to approve exceeding the arbitrary cost limits for the SHIP Local Housing Assistance Plan (LHAP).

Meeting Date:

December 9, 2019

Statement of Issue:

Requesting Board approval of the Change Order for Contract for Demolition/Construction Work on the home of Laura Campbell. The increase in cost is due to the need of additional labor and dumpsters to remove excessive concrete undetectable at walkthrough and approve exceeding the cost limits as currently set forth in the SHIP LHAP.

Recommendation:

Approve Change Order in the amount of \$3,565.00 and approve exceeding the cost limits in the SHIP LHAP.

Fiscal Impact:

\$ N/A. The Change Order will be 100% funded through the SHIP Program.

Budgeted Expense:

Yes

☐

No

☐

N/A

☒

Submitted By:

Jami Boothby, Grants Coordinator

Contact:

Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

During demolition of the home of Laura Campbell, the contractor found a second slab underneath the original slab and excessively deep footers that were undetectable during the walkthrough. To remove the excessive concrete required more labor and four more dumpsters than what normally is used.

Options:

1. Approve the Change Order
2. Deny the Change Order

Attachments: 1. GSG Memo, Change Order, Invoices

2. _____



MEMORANDUM

TO: Taylor County Board of County Commissioners
FROM: Jay Moseley, Senior Consultant – GSG, Inc. 
SUBJECT: SHIP Change Order
DATE: October 19, 2019

During construction of the current group of houses, we have been informed that this house requires modification of the scope of work to meet the requirements of the construction so that the house will pass inspection and receive a Certificate of Occupancy. This item could not be identified until after demolition had begun.

| Homeowner | Contractor | Amount |
|-----------------------|--------------------------------|-------------|
| Laura Campbell (SHIP) | J. G. Parker Enterprises, Inc. | \$3,565.00* |

*The change order for this house will make the total greater than the limit allowed by the SHIP Housing Assistance Plan. It is necessary to make a motion to exceed the limit.

Recommended Action # 1: Motion to exceed the HAP limit of \$75,000 for a replacement house.

Recommended Action # 2: Motion to approve the change orders as identified.

Attachments: Change Order, back up documentation for this house.

Taylor Change Order
CONTRACT FOR REHABILITATION WORK

~~~~Backup paperwork is needed with change order~~~~

Change Order # 1

Owner Laura Campbell

Contractor J. G. Parker Enterprises, Inc.

Jobsite Address 208 Susan Street, Perry, FL 32348

The Contract for Rehabilitation Work entered into on 06/04/2019, by and between the above Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

| Original Contract Price | | | | \$95,888.00 |
|-------------------------|--------|---|----------|-------------|
| Item # | System | Description of Work | Location | Price |
| 001 | DEMO | Additional Labor & Dumpsters due to excessively Thick slab and footers undetectable @ walkthrough | All | \$3,100.00 |
| | | 15% Overhead & Profit On Above Item | | \$465.00 |
| | | | | |
| | | | | |
| | | | TOTAL | \$3,565.00 |

This Change Order hereby becomes an integral part of the Contract, pursuant to Section 10 of the Contract.

| | | |
|---|--|---|
| Check One | | New Total (including all previous change orders) |
| The Contract amount is hereby amended by this change order amount of: | SHIP Funds <input type="checkbox"/> Private Funds <input type="checkbox"/> | |
| \$3,565.00 | <input type="checkbox"/> <input type="checkbox"/> | \$99,453.00 |

The work completion deadline: (check all that apply)

- ☐ Is not extended
☐ Is extended to (date) _____
☐ Occupancy of the structure will be as originally contracted
☐ The structure will need to be vacant for an additional _____ days

[Signature] 10-3-19
Contractor Signature Date
[Signature] 11/19/19
Housing Rehab Spec. Date

[Signature] 10-3-19
Owner Signature Date

Local Government Rep Date

CERTIFIED ROOFING & CONSTRUCTION

POST OFFICE BOX 1673

NEWBERRY, FLORIDA 32669

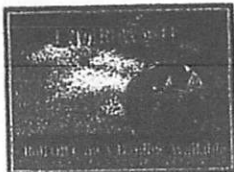


STATE CERTIFIED

CB#C1252541/CC#C057237

| | | |
|--------------------------------|-------|-----------------|
| CUSTOMER'S ORDER NO. | DEPT. | DATE 8/22/19 |
| NAME JG Parker Construction | | |
| ADDRESS | | |

| SOLD BY | | CASH | C.O.D. | CHARGE | ON ACCT | MDSE RETD | PAID OUT |
|----------|--|---------------------|--------|--------|---------|-----------|----------|
| QUAN | | DESCRIPTION | | | PRICE | AMOUNT | |
| 1 | | Removal of | | | \$ | 3000 | 00 |
| 2 | | Residence at 208 | | | | | |
| 3 | | Susan St Perry H | | | | | |
| 4 | | | | | | | |
| 5 | | Additional Charge | | | | 1000 | 00 |
| 6 | | for slab removal | | | | | |
| 7 | | of 2nd Slab and | | | | | |
| 8 | | additional Concrete | | | | | |
| 9 | | Removal | | | | | |
| 10 | | | | | | | |
| 11 | | Total Due | | | \$ | 4000 | 00 |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | | | | | | | |
| 16 | | | | | | | |
| 17 | | | | | | | |
| 18 | | | | | | | |
| REC'D BY | | | | | | | |



EnviroWaste LLC

P.O. Box 161420
Altamonte Springs, FL 32716
Phone (386) 208-8677

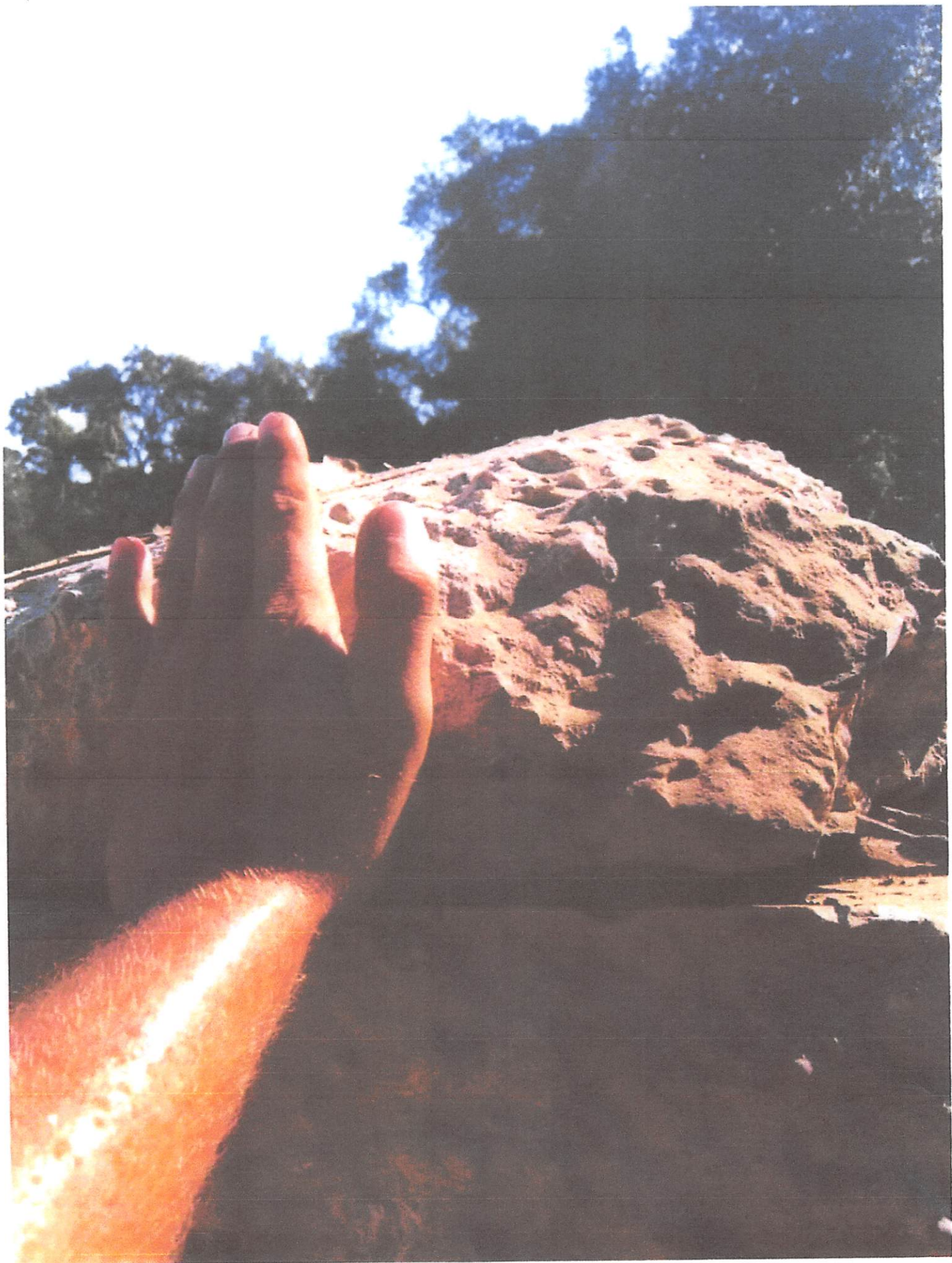
Invoice

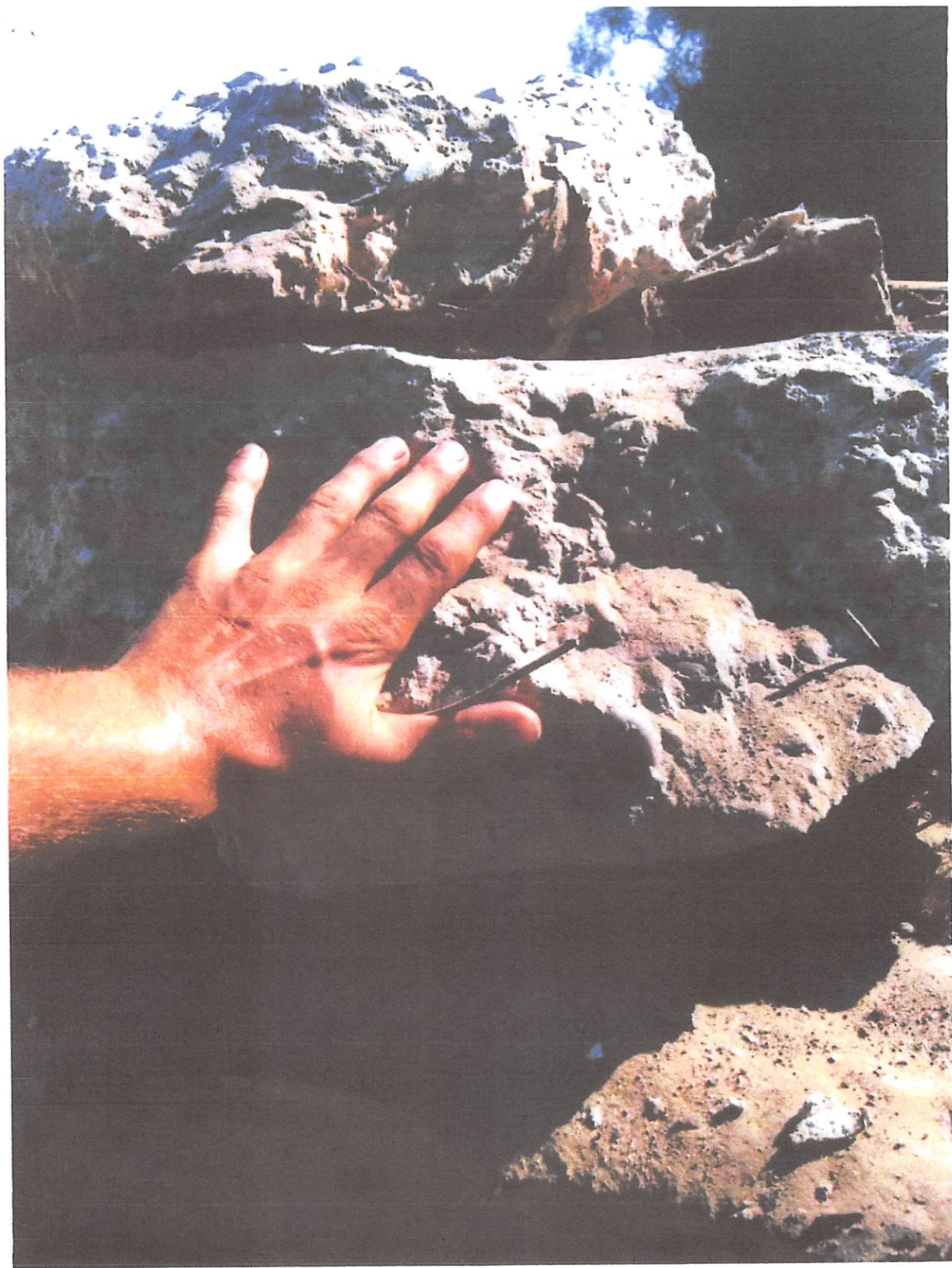
| Date | Invoice # |
|-----------|-----------|
| 8/31/2019 | 8179 |

Bill To

J.G. Parker Enterprises Inc.
39804 French Rd.
Lady Lake, FL 32159

| Ticket # | Due Date | Account # | Project |
|---|-----------|-----------|------------|
| | 8/14/2019 | | |
| Description | Qty | Rate | Amount |
| 30 yd Container Haul # 9405 08/06/19 (delivery) | 1 | 525.00 | 525.00 |
| 30 yd Container Haul # 9406 08/06/19 (delivery) | 1 | 525.00 | 525.00 |
| 30 yd Container Haul # 9407 08/08/19 (delivery) | 1 | 525.00 | 525.00 |
| 30 yd Container Haul # 9408 08/12/19 (delivery) | 1 | 525.00 | 525.00 |
| 30 yd Container Haul # 9411 08/13/19 (swap) | 1 | 525.00 | 525.00 |
| 30 yd Container Haul # 9412 08/15/19 (swap) | 1 | 525.00 | 525.00 |
| 30 yd Container Haul # 9456 08/14/19 (swap) | 1 | 525.00 | 525.00 |
| 30 yd Container Haul # 9465 08/14/19 (swap) | 1 | 525.00 | 525.00 |
| 20 yd Container Haul # 9469 08/15/19 (delivery) | 1 | 450.00 | 450.00 |
| 30 yd Container Haul # 9470 08/16/19 (pull, billed prior) | 1 | 0.00 | 0.00 |
| 30 yd Container Haul # 9471 08/16/19 (pull, billed prior) | 1 | 0.00 | 0.00 |
| 20 yd Container Haul # 9482 08/19/19 (pull, billed prior) | 1 | 0.00 | 0.00 |
| 30 yd Container Haul # 9485 08/19/19 (pull, billed prior) | 1 | 0.00 | 0.00 |
| 20 yd Container Haul # 9486 08/19/19 (delivery) | 1 | 450.00 | 450.00 |
| 30 yd Container Haul # 9498 08/23/19 (pull, billed prior) | 1 | 0.00 | 0.00 |
| 20 yd Container Haul # 9533 08/28/19 (delivery) | 1 | 150.00 | 150.00 |
| 4 MORE DUMPSTERS THAN WHAT SHOULD HAVE BEEN | | | |
| \$ 2,100.00 | | | |
| Total | | | \$5,250.00 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$5,250.00 |





TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve Expenditure Authorization for recording fees for the State Housing Initiative Partnership (SHIP) Program for projects that exceeded the arbitrary cost limits of the SHIP Local Housing Assistance Plan (LHAP).

MEETING DATE REQUESTED:

December 9, 2019

Statement of Issue: Board to approve Expenditure Authorization for recording fees for the State Housing Initiative Partnership (SHIP) Program.

Recommended Action: Approve SHIP Expenditure Authorization.

Fiscal Impact: N/A. All expenditures are paid for 100% with SHIP grants.

Budgeted Expense: Yes

Submitted By: Jami Boothby, Grants Coordinator

Contact: Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The required Annual Report for the SHIP program was recently submitted to the Florida Housing Coalition and subsequently staff was notified of a new requirement for having board authorization for all expenditures for replacement houses or rehabilitation houses that exceed the arbitrary limit of \$75,000 for replacement or \$25,000 for rehabilitation. For all recent SHIP houses that exceed these limits, all expenditures, including non-construction expenditures, above this amount must be approved by the commission. This is a recent change. As program rules require the recording of documents; and seeing as these costs were not previously specified in the costs that would exceed the \$75,000 or \$25,000 threshold, the Florida Housing Coalition has asked staff to obtain BOCC approval for these items to remain in program compliance. These funds have already been expended on the required recording fees.

The chart below reflects the required expenses for the houses noted that Florida Housing needs approval for:

| NAME | AMOUNT |
|-----------------------|-----------------|
| Thomas Mixon | \$401.00 |
| Kaitlyn Holmes | \$383.50 |
| Laura Campbell | \$447.65 |

Attachments: **Expenditure Authorization Memorandum.**



MEMORANDUM

TO: Taylor County Board of County Commissioners
FROM: Jay Moseley, Senior Consultant
SUBJECT: Expenditure Authorization
DATE: December 2, 2019

Expenditure Authorization

The required Annual Report for the SHIP program was recently submitted to the Florida Housing Coalition and subsequently staff was notified of a new requirement for having board authorization for all expenditures for replacement houses or rehabilitation houses that exceed the arbitrary limit of \$75,000 for replacement or \$25,000 for rehabilitation. For all recent SHIP houses that exceed these limits, all expenditures, including non-construction expenditures, above this amount must be approved by the commission. This is a recent change. As program rules require the recording of documents; and seeing as these costs were not previously specified in the costs that would exceed the \$75,000 or \$25,000 threshold, the Florida Housing Coalition has asked staff to obtain BOCC approval for these items to remain in program compliance. These funds have already been expended for the required recording fees.

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| Kaitlyn Holmes | \$383.50 |
| Laura Campbell | \$447.65 |

21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMENDATION FOR COMMERCIAL WASTE COLLECTION, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

12/9/2019

Statement of Issue:

THE BOARD TO CONSIDER APPROVAL OF BID COMMITTEE RECOMMENDATION FOR COMMERCIAL REFUSE COLLECTION SERVICES. THE BOARD APPOINTED LAWANDA PEMBERTON, GARY WAMBOLT AND DANNY GRINER AS THE REVIEW COMMITTEE.

Recommended Action:

THE BID COMMITTEE RECOMMENDS THAT THE BOARD AWARD THE CONTRACT TO WASTE PRO OF FLORIDA, INC.

Fiscal Impact:

9% INCREASE FROM PREVIOUS CONTRACT

Budgeted Expense:

N/A

Submitted By:

GARY WAMBOLT, ES DIRECTOR

Contact:

838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

THE BOARD REQUESTED AND RECEIVED BIDS FOR COMMERCIAL REFUSE COLLECTIONS SERVICES. THE SOLE BID RECEIVED WAS FROM WASTE PRO OF FLORIDA, INC. AND WAS OPENED ON NOVEMBER 19, 2019. THE BID COMMITTEE MET ON DECEMBER 4, 2019 AND FOUND THAT THE WASTE PRO OF FLORIDA, INC. BID WAS COMPLETE AND INCLUDED THE REQUIRED DOCUMENTATION. THE BID COMMITTEE UNANIMOUSLY RECOMMENDS THAT THE BOARD ACCEPT THE BID FROM WASTE PRO OF FLORIDA, INC.

Options:

APPROVE/NOT APPROVE

Attachments:

Bid committee recommendation



TAYLOR COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

MEMORANDUM

TO: Board of County Commissioners
FROM: Bid Committee
RE: Commercial Refuse Collection
DATE: December 4, 2019

The bid committee for the Commercial Refuse Collection, consisting of Gary Wambolt, Lawanda Pemberton and Danny Griner met on December 4, 2019 to discuss the bid result for the bid that was received by the Board on November 19, 2019. The amount of the sole bid received was as follows:

| COMPANY | BID PART | PRICE |
|---|----------------------------------|----------|
| Waste Pro | 2 cubic yard dumpster 1x/week | \$81.75 |
| | 2x/week | \$138.34 |
| | 4 cubic yard dumpster 1x/week | \$101.11 |
| | 2x/week | \$197.52 |
| | 6 cubic yard dumpster 1x/week | \$148.53 |
| | 2x/week | \$275.69 |
| | 8 cubic yard dumpster 1x/week | \$178.18 |
| | 2x/week | \$320.31 |
| | 3x/week | \$442.31 |
| | 4x/week | \$582.61 |
| **These rates are an increase of approximately 9% to previous rates | | |

The Bid Committee noted that the bid package for Waste Pro was complete and included the required Liability Insurance verification letter and Workers Compensation Insurance documents, but noted that the Hold Harmless Release and Indemnity Agreement will be forthcoming within the contract. The Committee further noted that the packet included the required prior related experience, work history and Public Entity Crimes Statement as well as the required bond.

The Bid Committee unanimously recommends that the Board of County Commissioners accept the bid from Waste Pro. At the above pricing, if funding for the project is available.

Handwritten signature of Gary Wambolt.

Gary Wambolt

Handwritten signature of Lawanda Pemberton.

LaWanda Pemberton

Handwritten signature of Danny Griner.

Danny Griner

22

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider appointing one member to the Taylor County Planning Board to fill a vacant seat for a term ending on 5/17/2021

MEETING DATE REQUESTED:

December 9, 2019

Statement of Issue: Consider Planning Board member applications

Fiscal Impact:

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Due to the resignation from the Planning Board by Walter Godwin, Planning staff ran advertisements in the local paper asking for the submission of Planning Board applications. Staff did not receive any applications as a result of the advertisement; however, Blair Beaty, who had submitted an application in June of this year, has expressed a desire to remain under consideration for the vacancy.

Staff respectfully requests that the Board of County Commissioners consider appointment of Blair Beaty to the vacant seat for the term ending on May 17, 2021.

Options:

1. Appoint applicant to Planning Board
2. Deny the appointment

Attachments:

1. Copy of application



TAYLOR COUNTY PLANNING BOARD APPLICATION

Name: Blair Beaty

Mailing Address: 3151 McHargue Rd

City: Perry State: Florida Zip Code: 32348

Home Phone: (850) 509-4541

Work Phone: (386) 362-2931

Email: hilton.b.beaty@gmail.com

Employer: United States Postal Service

Job Title: Postmaster

Number of years residing in Taylor County: 40

Are you 18 years or older? YES: X NO:

Are you a resident of Taylor County? YES: X NO:

Are you a registered voter in Taylor County? YES: X NO:

Are you willing to spend up to eight hours per month for meetings and workshops? YES: X NO:

Are you willing to attend all Board Meetings? YES: X NO:

Education:

Are you a High School Graduate? YES: X NO:

Name of School: TCHS

Address of School: Perry, FL

Post-Secondary Education:

Name of School: TCC

Address of School: Tallahassee, FL

Technical Training:

Name of School: Growth Management For Postal Extension of SVC

Address of School: Jacksonville, FL

Do you or any family member have any affiliation with any business that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

YES: ☐ NO: ☒

If Yes, explain: _____

Why do you wish to serve on the Taylor County Planning Board?

yes, I Feel that
proper planning saves conflict, the environment and
surrounding property values

Have you ever been charged with a misdemeanor or felony in any state or federal court?

YES: ☐ NO: ☒

If Yes, explain in detail: _____

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

I have worked with municipalities and developers
on housing and commercial projects to establish
service to the residents

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

6/13/2019
Date

Hilton B. Beatty II
Signature
Hilton B. Beatty II
Print Name

Taylor County
Is accepting applications for a

PLANNING BOARD MEMBER

This is a volunteer position that meets on the first Thursday of every month, as needed, at 5:00 P.M. to discuss comprehensive planning, land development issues, variances, subdivisions, commercial developments, etc.

For more information or to get an application
call 838-3500 *Extension 1*

Ask for Eddie Cullaro

or come by the

Taylor County Building & Planning Department
located at 201 East Green Street

or visit www.taylorcountygov.com



23
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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

DATE: February 15, 2019
TO: North Central Florida Regional Planning Council Local Governments
FROM: Scott R. Koons, AICP, Executive Director
RE: Internet Cafes

This is a reminder to all local governments in the north central Florida region, that in 2013 the Florida State Legislature passed House Bill 155 enacting Chapter 2013-2, Laws of Florida clarifying existing laws concerning slot machines, charitable drawings, game promotions and amusement machines.

Therefore, any requests received to establish simulated gambling establishments commonly referred to as internet cafes in your community should not be granted and/or permitted.

For any further questions or clarification regarding simulated gambling establishments, please contact your municipal or county attorney.

I:\2018\internet cafes\memo-internet cafes.docx

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

April 30, 2019

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

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

Re: Internet Café Resolution

Dear Annie Mae and Lawanda:

Please find enclosed a draft Resolution on the Internet Café.

Please review this and if you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosure

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA, ENACTING A TEMPORARY MORATORIUM
ON THE ISSUANCE OF BUSINESS LICENSE TAX PERMITS; BUILDING
PERMITS; OR ANY OTHER LICENSE OR PERMIT FOR SWEEPSTAKES
CENTERS, INTERNET CAFES, AND ADULT ARCADES AS DEFINED**

WHEREAS, Taylor County possesses the home rule authority granted in the Florida Constitution and Florida Statutes to exercise the broad powers of self-government; and

WHEREAS, the Taylor County Board of County Commissioners has found and determined that legitimate health, safety, and general welfare concerns exist regarding the placement of sweepstakes centers, internet cafes, and adult cafes in the unincorporated areas of Taylor County, Florida, and

WHEREAS, Taylor County, Florida would like the opportunity to study whether it is appropriate for the County and its residents to allow this type of business in the County, and

WHEREAS, to give the Board of County Commissioners, the Planning Board, and the County Staff sufficient time to conduct the necessary research to make a thoughtful decision regarding the proliferation of these cafes, the Board considers it appropriate to adopt at least a three (3) Month Moratorium on the issuance of all applications for zoning permits, occupancy permits, building permits, business license, or the like for these facilities; and

WHEREAS, the Taylor County Board of County Commissioners finds that any such use of property within the unincorporated area of Taylor County, Florida during the pendency of the above would have the potential to cause irrevocable harm to the public health, safety and general welfare.

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

Section 1. That there is hereby imposed a three (3) Month Moratorium on the creation, permitting, licensing, and/or development of sweepstakes centers, internet cafes, adult arcades anywhere within the unincorporated area of the County, said Moratorium to extend to the submission, consideration or approval of all applications for zoning permits, occupancy permits, building permits, business tax license or the like.

Section 2. This Moratorium shall become effective immediately upon the date of passage by the Taylor County Board of County Commissioners, and shall remain in effect for at least three (3) months following the date upon which it passes unless extended upon a majority vote of the Board for a period of no more than six (6) additional months if the Board of County Commissioners finds such continuance is required to allow additional time for the County to complete its study and make a determination as to what action, if any, the County should take to safeguard the public health and safety through the provision of adequate planning, land-use, or other regulatory controls that are specifically applicable to sweepstake centers, internet cafes, and/or adult arcades.

Section 3. This Moratorium suspends and tolls any time periods prescribed by law within which the Planning Board of any other official or official body of the County is required to take action upon an application for a building permit, site plan approval, business license, or the like, for the development/use of land anywhere in the unincorporated area of the County for sweepstakes centers, internet cafes, and/or adult

arcades; and that no such application shall be deemed to be approved by the failure of the Planning Board, or any other official or official body to approve or deny said application during the time when this Moratorium shall be in effect.

Section 4. This Resolution shall not have an effect on the County's right to pass land use provisions or other legislation to regulate sweepstake centers, internet cafes, and/or adult arcades that may exist in the unincorporated areas of Taylor County, Florida at the time of such passage.

Section 5. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

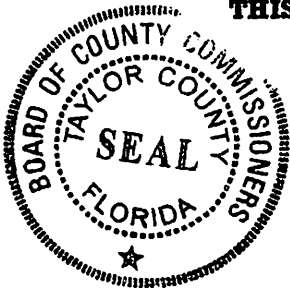
Section 6. It is found and determined that all formal actions of the Taylor county Board of County Commissioners concerning and relating to the adoption of this Resolution were taken in an open meeting of the Taylor County Board of County Commissioners and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements including chapter 286 Florida Statutes, commonly referred to as the Sunshine Law.

Section 7. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare of the residents of Taylor County, Florida, the immediate emergency being the necessity to impose a temporary moratorium on issuing any and all permits to operate sweepstakes centers, internet cafes, and/or adult arcades within the unincorporated areas of the County; therefore, this Resolution shall be in full force and effect

immediately upon its passage and approval by the Taylor County Board of County Commissioners.

Upon adoption, the Clerk of the Court as Ex-Officio Clerk will maintain the official copy of the Resolution.

THIS RESOLUTION ADOPTED THIS 6th day of May, 2019.



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY:

Pam Feagle
PAM FEAGLE, Chairperson

ATTEST:

Gary K. L. D.C.
ANNIE MAE MURPHY, Clerk

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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

December 5, 2019

VIA E-MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

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

Re: Opiod case

Dear Annie Mae and Lawanda:

Please find enclosed an e-mail I received in the above-entitled cause.

This certainly doesn't surprise me. We will just wait and see.

Please put this on the agenda so I can tell the Board.

Thank you and I hope you are doing fine.

Happy Holidays.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

enclosure

The Bishop Law Firm

From: Amie Goldberg <Amie@romanolawgroup.com>
Sent: Wednesday, December 04, 2019 2:20 PM
To: lawbishop@fairpoint.net
Cc: John Romano; Eric Romano; Susan Ramsey; pfederico@sfspa.com; Brent Ceryes; dherman@spanglaw.com; dvallejos-nichols@avera.com
Subject: Regarding: Opioid Litigation - Taylor County

Good Afternoon Mr. Bishop,

We hope that you had an enjoyable Thanksgiving Holiday. We are writing to update you on the status of your opioid case with respect to the Insys Therapeutics, Inc. bankruptcy case. By filing for bankruptcy, all litigation against Insys is automatically stayed, and any claims against the company must be pursued through the bankruptcy case. We have filed a Proof of Claim form on your behalf, which preserves your claim against Insys.

As we have previously notified you, Purdue has more recently sought bankruptcy protection. The Court has not yet set a deadline for filing Proof of Claim forms, but rest assured we will file all necessary documents to preserve your claims against the Purdue entities.

We will continue to update you as things progress. As usual, if you have any questions or concerns, feel free to contact us.

Regards,

Amie M. Goldberg RN APRN
Attorney/Director Opioid Litigation Project



Attorneys for the People. A vision for the future.

Palm Beach International Towers
1601 Belvedere Rd., Ste 500-S
West Palm Beach, FL 33406-1551

Mailing Address: PO Box 21349, West Palm Beach, FL 33416
Telephone: (561) 533-6700
Direct Line: (561) 623-2237
Cell: (954) 213-8755
Facsimile: (561) 533-1285
Website: www.RomanoLawGroup.com.

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