

SUGGESTED AGENDA

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

**MONDAY, MARCH 1, 2021
6:00 P.M.**

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

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

**CONFERENCE LINE 1-817-900-1022
ACCESS CODE 323478**

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

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

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

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

If you wish to view the meeting on Facebook you must have a Facebook profile. Search under
Taylor Bocc and you can view the meeting at 6:00 PM. The Facebook livestream will not be
monitored for questions or comments, please call the conference call number if you wish to
speak.

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

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

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

CONSENT ITEMS:

4. EXAMINATION AND APPROVAL OF INVOICES.
5. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS (RFPS)/ADVERTISING FOR TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES, AS AGENDAED BY VICTOR BLANCO, MARINE AGENT.
6. THE BOARD TO CONSIDER APPROVAL OF PERRY-FOLEY AIRPORT HANGAR LEASE RENEWAL AGREEMENT WITH BIG TOP MANUFACTURING, AS AGENDAED BY WARD KETRING, AIRPORT MANAGER.
7. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR FEDERAL ASSISTANCE SF-424 FOR THE FAA CARES ACT PHASE 2 PROGRAM, FOR EXPENDITURES AND/OR LOSSES IN REVENUE AT THE PERRY-FOLEY AIRPORT DUE TO COVID-19, AS AGENDAED BY MELODY COX, GRANTS WRITER.

PUBLIC REQUESTS:

8. THE BOARD CONSIDER APPROVAL OF RECOMMENDATION FOR APPOINTMENT TO THE TAYLOR COASTAL WATER AND SEWER DISTRICT (TCWSD) BOARD, AS AGENDAED BY LYNETTE SENTER, TCWSD OFFICE MANAGER.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

9. DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS, TO DISCUSS ORGANIZATIONAL NEEDS.

GENERAL BUSINESS:

10. THE BOARD TO CONSIDER APPOINTMENT OF ONE (1) MEMBER TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

11. THE BOARD TO CONSIDER RESCINDING THE AMENDMENT TO THE EMERGENCY ORDERS PROHIBITING PARKING ON COUNTY RIGHT-OF-WAYS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
12. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
13. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
14. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION

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

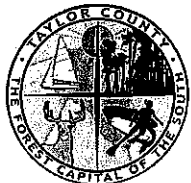
www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT.7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission – Consent Agenda Item

SUBJECT/TITLE:



Approve the Request for Proposal (RFP) package to contract Taylor County River Entrance Light System Maintenance Services and its advertisement

Meeting Date:

March 1, 2021

Statement of Issue: Approve the RFP package to contract Taylor County River Entrance Light System Maintenance Services. These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a total cost to perform maintenance and basic parts replacement as maintenance procedure to all four (4) navigational light systems. Approve the immediate advertisement of the RFP process.

Recommendation: Approve Request for Proposal package and its advertisement.

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

Submitted By: UF Taylor County Extension

Contact: Victor Blanco

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: After Taylor County river lights entrance platforms repairs were performed, some users have complained about the operability of the light systems. Maintenance for the light systems of the 4 rivers entrances had been performed in in the las years but the contract expires March 2021 and a new contract for these services must be issued. The RFP package for the contract for the Taylor County River Entrance Light Systems Maintenance in 4 rivers was prepared according to the BOCC regulations and it needs to be approved as well as its public advertisement.

- Options:**
1. Approve the RFP package to contract Taylor County River Entrance Light System Maintenance Services and its immediate advertisement.
 2. Deny approval

- Attachments:**
1. RFP package, attachments, contract model, and advertisement.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE OF REQUEST FOR PROPOSAL (RFP)

The Taylor County Board of County Commissioners is soliciting proposals for **TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES.**

Qualified firms or individuals desiring to provide the requested services must submit their proposal package in an envelope or similar package marked **"Sealed Proposal for 'TAYLOR COUNTY RIVER ENTRANCE LIGHTS SYSTEM MAINTENANCE SERVICES'"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on Thursday, **April 1, 2021**. **All proposals MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened, and respondents announced at **6:00 PM April 5, 2021** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32348.

The County reserves the right, in its sole absolute discretion, to reject any or all proposal, to cancel or withdraw this RFP at any time waive any irregularities in the process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the proposed costs. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid/proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid/proposed costs. **No faxed proposal will be accepted.**

For additional information and RFP package contact

Victor Blanco
Taylor County and University of Florida Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
victorblancomar@ufl.edu

BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com

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

GENERAL BID INFORMATION

1. Request for Proposal documents shall be obtained from Victor Blanco, Extension Agent, Taylor County Extension Office, 203 Forest Park Drive, Perry, FL 32348 Telephone (850) 838-3508 or victorblancomar@ufl.edu. Documents may also be obtained from www.taylorcountygov.com.
2. Hand deliveries and mailed proposals **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, Thursday, April 1, 2021.**
3. Proposals **MUST** be in a sealed envelope plainly marked on the outside: **Sealed Proposal for Taylor County River Entrance Light System Maintenance Services.**
4. **All proposals MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Proposals that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Proposals shall be opened and respondents will be announced on **April 5, 2021 at 6:00 PM** or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32348.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all proposals, to cancel or withdraw this RFP at any time waive any irregularities in the process. The County reserves the right to award any contract(s) to the bidder/respondent whom it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the proposed costs. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid/proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid/proposed costs, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability, Workmen's Compensation Insurance (including Long Shoreman's), and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the contract, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid/contract award, is hereby advised that the bid/contract will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Proposals.**

13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

14. For additional information, contact

Victor Blanco
County Extension Agent
203 Forest Park Drive
Perry, FL 32348
(850)838-3508
victorblancomar@ufl.edu

GPS Coordinates: Mouth of Rivers for Taylor County FL River Entrance Light Project:

<u>Spring Warrior Creek Light Platform</u> N 29° 54.552 / W 83° 41.252	<u>Fenholloway River Light Platform</u> N 29° 58.596 / W 83° 47.278
<u>Aucilla River Light Platform</u> N 30° 04.846 / W 83° 59.546	<u>Econfina River Light Platform</u> N 30° 02.117 / W 83° 55.799

BIDDER INFORMATION

1. Proposal: The proposal shall include:

- The list of previous work/experience and/or references letters of similar works as this bid.
- The amount the bidder will charge to maintain light system operations and basic parts replacement of navigational light system at the platforms entrance of 4 rivers in Taylor County Florida.

These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. **The bidder's proposal will provide a cost breakdown for each navigational light system, as well as a total cost to perform maintenance and basic parts replacement as maintenance procedure to all four (4) navigational light systems.**

2. Proposal Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are parts of this Contract in connection with the following

"TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES"

The navigational light systems and river entrance platforms can be inspected weekdays by appointment by contacting Victor Blanco at 850-838-3508 or at victorblancomar@ufl.edu. Inspection costs and logistics are borne by the contractor.

The successful bidder is required to meet the following **General Requirements for ALL 4 lighting systems:**

- 1) Navigational light systems shall be maintained on a quarterly basis; basic repairs/parts replacement must be performed as necessary.

The successful bidder is required to meet the following **Specific Requirements, listed by each River Navigational Light system:**

Required Work:

1. Regular maintenance includes bulb light operation testing, bulb replacement, wire checkup, cleaning of all light system, including solar panels, battery charge testing, securing and cleaning battery connections and all other maintenance actions required for the proper operation of the light system. Light bulbs, batteries, wiring, and all other light system components described in **Attachement A** are contractors' responsibility, Attachment A is the outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline. To specify, the navigational light system is supported by a platform structure and deck, based on attached drawings.
2. Basic repairs or parts replacement as part of maintenance procedures of the current light system, including light, battery, solar panel or any other component of the system, following the specifications (**Attachment A**) included in this document.
3. Repairs costs of navigational lights system in case of severe storm damage at the platforms will be quoted and approved separately.
4. Reports must be sent quarterly listing and describing inspection, maintenance and/or repairs actions by each river entrance and all supporting documents and pictures. Report must be submitted with the county invoice for contractor invoice payment.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

PROJECT IDENTIFICATION: TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES

THIS PROPOSAL IS SUBMITTED TO:

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

PROPOSAL FORM

1. The undersigned BIDDER proposes and agrees, if this proposal is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to maintain navigational light systems at the entrance of four (4) rivers in Taylor County Florida and to perform and furnish all work as specified or indicated in the Contract Documents for the proposed costs and within the RFP Terms in this bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to present proposals and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. BIDDER/PROPONENT will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.
3. In submitting this proposal, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the RFP Documents and the following Addenda receipt of all which is hereby acknowledged.
 - (b) BIDDER has visited the site and/or is familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this proposal is submitted as indicated in the Contract Documents.
 - (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

PROPOSAL FORM (continued)

- (f) This proposal is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner. The term of this contract will be for **three (3) years**, from **April 27, 2021** to **April 27, 2024**, based on quarterly inspections.

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

April 27, 2021 to April 27, 2024 – Bidder perform maintenance and basic repair actions of navigational light systems at the Fenholloway, Econfinia, Aucilla and Spring Warrior Creek River sites on a quarterly basis. Maintenance and repairs to navigational light systems will be performed on all four (4) platforms as needed.

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

Victor Blanco
University of Florida / Taylor County Marine and Natural Resources Agent
203 Forest Park Dr.
Perry, FL. 32348-6340
Phone: 850-838-3508 or victorblancomar@ufl.edu

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

PROPOSAL FORM (continued)

SUBMITTED on _____, 20____

IF BIDDER IS:

AN INDIVIDUAL:

By _____ (seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.: _____

A PARTNESHIP:

By: _____ (seal)
Firm Name

General Partner: _____

Business Address: _____

Telephone No.: _____

A CORPORATION:

By: _____ (seal)

State of Incorporation: _____

By: _____ (seal)
Name of Person Authorized to Sign

(Corporate Seal) _____
Title

Attest: _____ As Secretary

Business Address: _____

Telephone No.: _____

Date of Qualification To Do Business Is: _____

PROPOSAL CHECKLIST

Check Items Included:

- _____ 1. Required proposal/bid information referenced above.
- _____ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- _____ 3. Declaration Page from Workmen's Compensation Insurance (including Long Shoreman's).
- _____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

CHECKLIST MUST BE INCLUDED WITH THE PROPOSAL PACKET.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)
Whose business address is _____

and

(if applicable) its Federal Employer Identification Number (FEIN) is _____
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____ and my relationship to the
entity named above is _____
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime: or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____

_____ day of _____, _____.

NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____ (Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

Taylor County River Entrance Light Systems Maintenance Services

Taylor County River Entrance Light Systems Maintenance Services Contract: The intent of this contract is to secure all labor and equipment required to maintain and/or basic repairs of navigational light systems at the entrance of four (4) rivers in Taylor County Florida. These entrances are the Fenholloway River, the Econfinia River, the Spring Warrior Creek and the Aucilla River. The bidder's proposal will provide a cost breakdown for each navigational light platform, as well as a total cost to perform maintenance and/or repair to all four (4) navigational light systems.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, its directors, employees, attorney(s), and designated representatives.

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 20____

WITNESS: _____

STATE OF _____

COUNTY OF _____

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

Witness my hand and official seal this _____ day of _____, 20____.

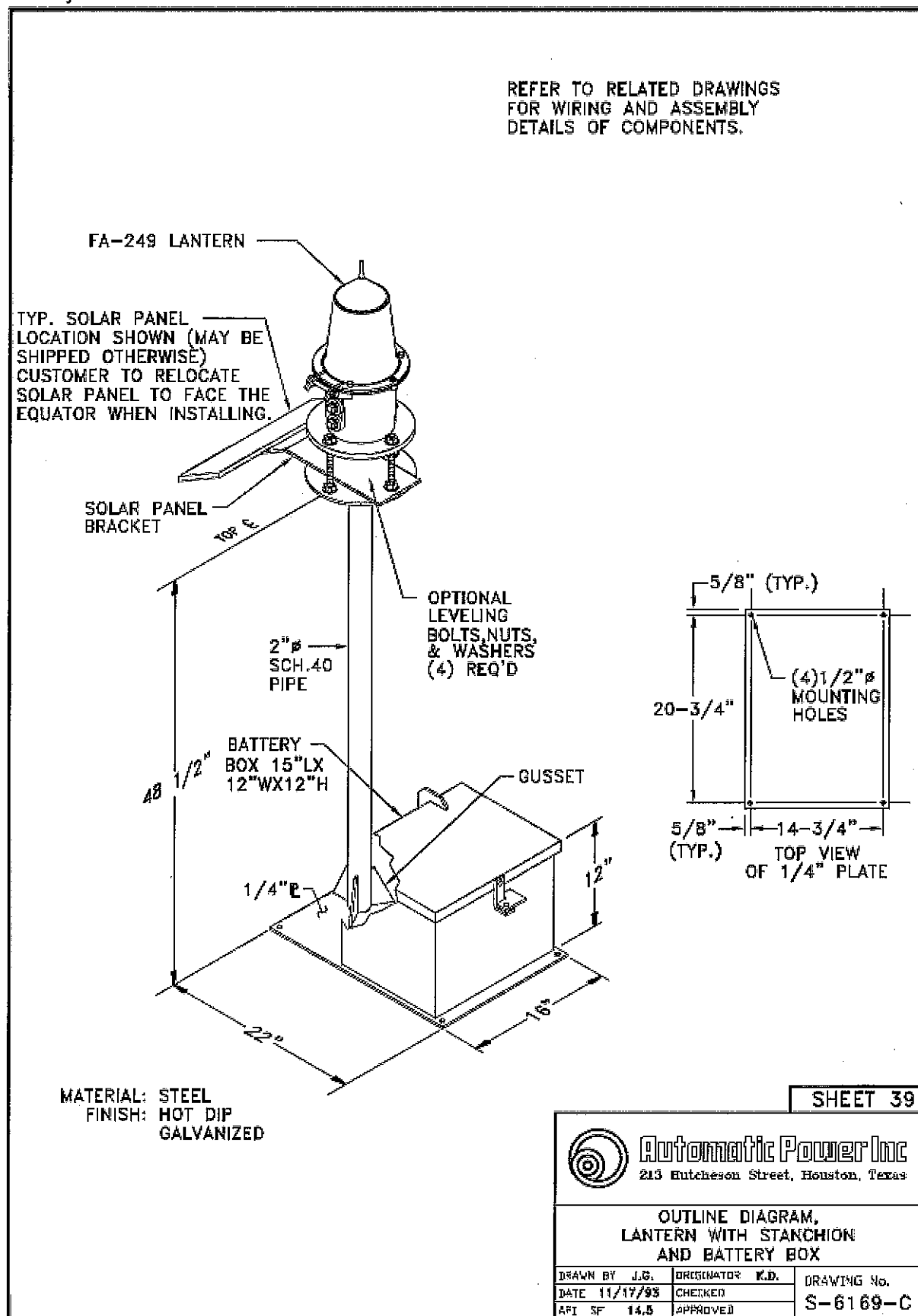
NOTARY PUBLIC

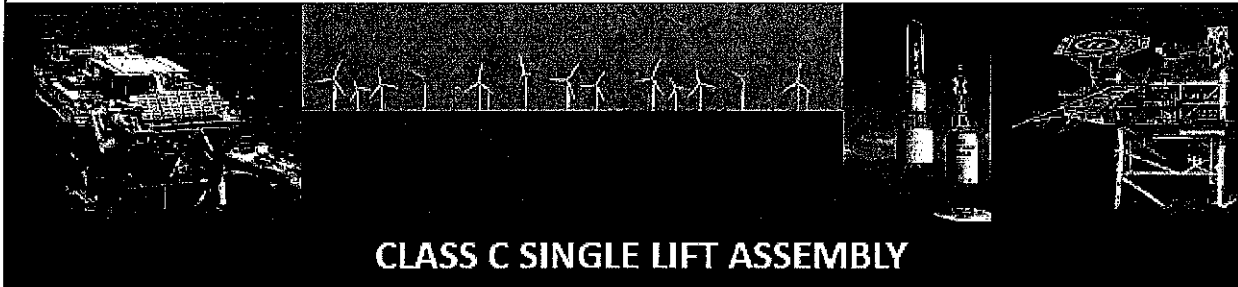
My Commission Expires: _____

Accepted by Taylor County, Florida this _____ day of _____, 20____

By _____.

Attachment A: Outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline.



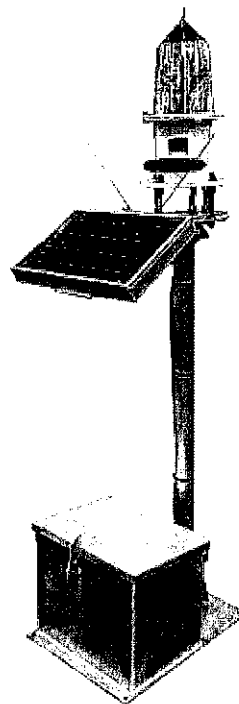


CLASS C SINGLE LIFT ASSEMBLY

The Pharos Marine Automatic Power Class "C" single lift assembly Aids to Navigation package is a rugged compact unit designed for applications requiring a single lantern without a fog signal. It meets or exceeds U.S. Coast Guard requirements for Class "C" Aids to Navigation as specified in 33CFR sub-part 67. This aluminum self contained unit contains a solar power system with battery and battery box. The solar array can be positioned in the field to assure it faces due south.

Features

- FA-249LED lantern with 155 mm clear, red, green, yellow, or blue acrylic lens
- 15+1 special programmable position (AM-8 LED Flasher/Controller Unit)
- 255+1 special programmable position (AM-6 LED Flasher/Controller Unit)
- Extremely high flux LEDs mounted on a STABRITE LED array system, driven by specially designed electronics
- LED array available in 1X6, 1X4, 1x8, 3X4 configurations
- Life expectancy in excess of 60,000 hours
- Optional Uniflash®-series GPS wireless synchronizing system, terminal strips, etc.
- Software programmable: photocell, low voltage disconnect, special flash rhythm, specialized current settings and solar charge control voltage setting
- Ability to accommodate an external photocell
- Optional remote monitoring
- High-efficiency TracSwitcher current controls; 82% of the battery current reaches the LED array on flash; 6 mA idle current between flashes
- Optional 365 day timer (AM-6)



**CORPORATE HEADQUARTERS
& MANUFACTURING OPERATIONS**
Houston, TX
Phone: +1-713-228-5208
Fax: +1-713-228-3717
sales@automaticpower.com

U.S. LOCATIONS

PMAPI GULF OF MEXICO
Gray, LA
Rene "Boogie" LeBlanc
Phone: +1-985-223-8700
Fax: +1-985-223-8710
rleblanc@automaticpower.com

PMAPI WEST COAST
Novato, CA
Pete Dolan
Phone: +1-415-382-6296
Fax: +1-415-382-6299
pdolan@automaticpower.com

PMAPI EAST COAST
Punxsutawney, PA
Mark Schweiger
Phone: +1-832-763-0445
Fax: +1-512-870-9375
mschweiger@automaticpower.com

INTERNATIONAL LOCATIONS

AB PHAROS MARINE PTE LTD
Singapore
Phone: +65-6747-9325
Fax: +65-6746-0478
sales@pharos-api.com

PHAROS MARINE LTD
London, UK
Phone: +44-20-8538 1100
Fax: +44-20-8577 4170
sales@pharosmarine.com

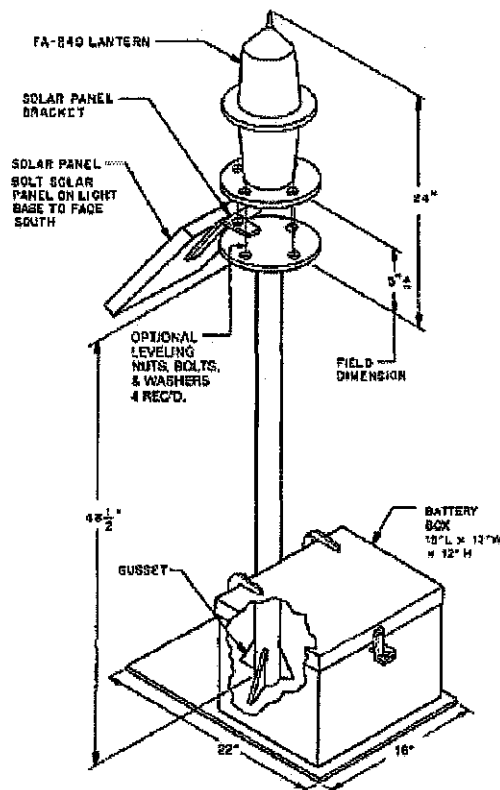
SIMS SYSTEMS LTD
Great Yarmouth, UK
Phone: +44-1493 659271
Fax: +44-1493 601882
uksales@simms-systems.com

www.automaticpower.com

SPECIFICATIONS

Height:	1,841.5 mm (72 1/2")
Weight:	
Galvanized Steel:	69 kg (153 lbs.)
Aluminum:	54 kg (120 lbs.)
Solar Array:	Site Determined
Battery:	30 Day Capacity for Lantern
Power Consumption:	Maximum Average Power of 5.5W
Visibility:	1-3 NM
Vertical Divergence:	Varies by Configuration
Monitor and Control:	Optional
Synchronization:	Uniflash®-Series GPS Synchronizing (Optional)
Lantern Housing:	Molded Lexan® Lens Ring and Base
Operating Temperature:	-20°C to + 55°C
Ingress Rating:	IP-56
Certificates:	Lantern FM Approved
	NI/I/2/DC/T6 Ta = 55°C/T5 Ta = 70°C/T4A Ta = 85°C
	NI/I/2/IC/T6 Ta = 55°C/T5 Ta = 70°C/T4 Ta = 85°C

*Specifications subject to change without notice.



RTCM

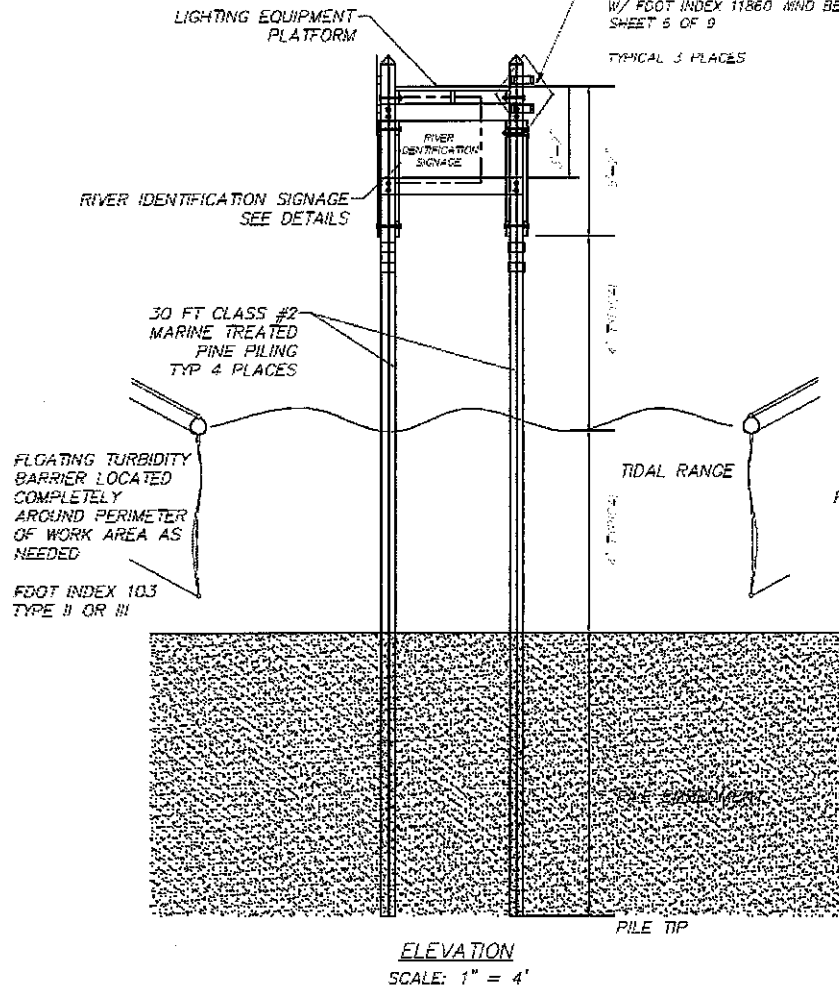


NOTES:

SOME ITEMS NOT DISPLAYED FOR CLARITY

ORIENT FRONT OF STRUCTURE TO FACE
WATERWARD AWAY FROM RIVER ENTRANCE

ORIENT ALL BOLTS WITH NUTS
TOWARD INSIDE OF STRUCTURE



2X6 RUNNERS
EQUALLY SPACED
TYP 3 PLACES

3X8 BRACING
W/ 2 - 5/8" THRU
BOLT, NUT & FLAT
WASHERS

DOUBLE ROW
4" SOLAS TAPE
AT ALL PILINGS
6" BELOW BRACING

REAR VIEW
SCALE 1" = 2'

TWO ADDITIONAL
2X8 ACCESS MEMBERS
REAR OF STRUCTURE ONLY
FIELD ADJUST FOR FIT

ROUND BLACK CONE
PILE CAP TYP 4 PLACES

ISOMETRIC VIEW
SCALE 1" = 2'

RIVER
ENTRANCE
SIGNAGE

LIGHTING EQUIPMENT PLATFORM
(EQUIPMENT NOT IN CONTRACT)

USCG NAVAL-AID
MARKER
ANGLE R SIDE AND
REAR SIGN 45 DEG.

3X8 BRACING ON SIDES
W/ 3/4" THRU BOLT
& SINGLE-CURVE SPIKE
GRID, NUT & FLAT WASHERS

KENNETH C. DUDLEY		201 E. GREEN STREET PERRY, FL 32347 PH (904) 338-3100 FAX (904) 338-3561 WWW.TAYLORCOUNTYENGINEERING.COM	
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CONTRACT FORM

This contract made this _____ day of _____ between, Taylor County, Florida, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR**.

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

1. **SCOPE OF WORK** – See **Attachment B – Scope of Services** –
2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract the sum as specified in the agreed upon bid for said work not to exceed \$ _____ annually / \$ quarterly.
3. **DURATION OF CONTRACT.** The contract shall take effect upon final execution and terminate (3) years from that date or April 27, 2024, whichever comes first.
4. **ASSIGNMENTS.** This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.
5. **TERMINATION OF THIS CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken.
If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.
If the contract is terminated for cause before the performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.
6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract the County shall have full power or authority, without violating the contract, to take the work out of the hands of the Contractor and to declare the contract in default.
7. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.
8. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend, and save and hold harmless, the County, all of its officers, agents, or employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents, or employees or due to any negligent act or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance, of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.
10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance (including Long Shoreman's) in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law of all of its employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Worker's Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Worker's Compensation Hold Harmless Agreement.

11. **PERMITS, RULES, & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules, and regulations.

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

13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Victor Blanco, University of Florida / Taylor County Marine and Natural Resources Agent. 203 Forest Park Dr., Perry, FL. 32348-6340. Phone: 850-838-3508 or victorblancomar@ufl.edu.

14. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____

TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____,
County Administrator

ATTEST:

GARY KNOWLES, Clerk

Witness:

By: _____
Contractor

STATE OF FLORIDA COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____,
_____ who is personally known to me and who did/did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

Attachment B

SCOPE OF WORK

I. SUMMARY

1. The work shall consist of inspecting, testing and maintaining Taylor County's four (4) river entrance lights. These lights are located at the mouths of the Aucilla (Gamble Point), Econfinia and Fenholloway Rivers, as well as at the mouth of Spring Warrior Creek. The lights system will be inspected and maintained each quarter during the contract period. The contact period will be three years from the start date of the contract.

II. GENERAL

1. All work is to be done in accordance with current state and federal regulations (Florida Fish and Wildlife Conservation Commission, U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and United State Coast Guard).
2. Inspect and maintain the four river entrance lights on a quarterly basis.
3. Be available on an "on call" basis to perform basic maintenance to river entrance lights as needed.
4. If major functional or structural repairs to river entrance lights are deemed necessary, a **written report must be generated**. The responsible authority will determine the course of action suitable to address the needed repairs.
5. Submit written quarterly reports to the Taylor County Board of Commissioners (LaWanda Pemberton, County Administrator) as part of the payment process. This brief report will detail the performance and condition of each of the river entrance lights including replacement parts used, as well as the condition of the wooden structures. All parts replaced will be returned to shore for proper disposal (including batteries).

III. JOB SITE CONDITIONS

1. The river entrance lights are located either at the edge of salt marsh or in the water. Access to a boat will be necessary to perform the required duties. Contractor shall be responsible for transportation to and from lights.

MATERIAL SPECIFICATIONS

All materials must be installed and repaired in strict accordance with the manufacturer's specifications.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

REQUEST FOR PROPOSAL (RFP)

The Taylor County Board of County Commissioners is soliciting proposals for:
"TAYLOR COUNTY RIVER ENTRANCE LIGHT SYSTEM MAINTENANCE SERVICES"

The contractor is required to meet the following **General Requirements for ALL 4 lighting systems:**

- 1) Navigational light systems shall be maintained on a quarterly basis.

The contractor is required to meet the following **Specific Requirements, listed by each River Navigational Light system:**

Scope of Work:

1. Regular maintenance includes bulb light operation testing, bulb replacement, wire checkup, cleaning of all light system, including solar panels, battery charge testing, securing and cleaning battery connections and all other maintenance actions required for the proper operation of the light system. Attachment A is the outlined diagram, lantern with stanchion and battery box, light system specifications, and river entrance marker structure blueprint that are installed at the Taylor County coastline. To specify, the navigational light system is supported by a platform structure and deck, based on attached drawings.
2. Basic repairs or parts replacement as part of maintenance procedures of the current light system, including light, battery, solar panel or any other component of the system, following the specifications included in the Request for Proposal (RFP).
3. Repairs costs of navigational lights system in case of severe storm damage at the platforms will be quoted and paid separately.
4. Reports must be sent quarterly listing and describing inspection, maintenance and/or repairs actions by each river entrance and all supporting documents and pictures. Report must be submitted with the county invoice for contractor invoice payment.

GPS Coordinates: Mouth of Rivers for Taylor County FL River Entrance Light:

<u>Spring Warrior Creek Light Platform</u> N 29° 54.552 / W 83° 41.252	<u>Fenholloway River Light Platform</u> N 29° 58.596 / W 83° 47.278
<u>Aucilla River Light Platform</u> N 30° 04.846 / W 83° 59.546	<u>Econfina River Light Platform</u> N 30° 02.117 / W 83° 55.799

For additional information and bid package contact

Victor Blanco
Taylor County and University of Florida Extension Agent
203 Forest Park Drive. Perry, FL 32348
(850)838-3508 / victorblancomar@ufl.edu

BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve renewal of Hangar Lease Agreement at Perry-Foley Airport for Big Top Manufacturing

Meeting Date:

March 1, 2021

Statement of Issue:

Board to approve renewal of Hangar Lease Agreement at Perry-Foley Airport for Big Top Manufacturing

Recommendation:

Approve renewal of Hangar Lease Agreement.

Fiscal Impact:

\$ This hangar leases for \$343.00 per month plus tax

Budgeted Expense:

Yes

☐

No

☐

N/A

☒

Submitted By:

Ward Ketring Airport Manager

Contact:

Jami Boothby

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Big Top is requesting a renewal of a hangar lease agreement at the Perry Foley Airport for a two year period. This hangar space leases for \$343.00 per month.

Attachments:

1. Lease Agreement for Big Top Manufacturing.

2.



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3508 Phone
(850) 838-3549 Fax

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

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

Perry-Foley Airport Corporate Lease Agreement Ramp Space for Shade Hangar

This **Ramp Space for Shade Hangar Agreement** (the "Agreement") entered into as of this ____ day of _____, 20__ by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and **Big Top Manufacturing** ("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. **Ramp Space for Shade Hangar:**

Lessor hereby leases to Lessee an area of 4,900 square feet for the use of parking and tie down space located at Perry-Foley Airport, 517 Industrial Park Drive Perry, Florida 32348. The aircraft shade hangar, hereinafter called the "Hangar," erected in this location will be purchased by the Lessee. The Hangar shall be used and occupied by Lessee solely for the storage of aircraft which will be stored in the shade hangar as listed in "Attachment A". Lessee will inform Lessor immediately if there are changes to "Attachment A". Exception will be granted for aircraft owned by a customer/client of Big Top Manufacturing, Inc. and for medical transport aircraft and/or helicopters for a period of no more than seven (7) days.

2. **Term:**

The term of this agreement shall be a two (2) year period, commencing on the ____ day of _____, 20__, Payable on the 1st day of each month, during the term of this lease. This lease agreement may be renewed for additional terms.

3. **Rent:**

Lessee shall pay the Lessor \$0.07 per square foot for Lessee Owned Hangar and additional parking and aircraft ramp space. Lease shall be for 4,900 sq. ft x \$0.07 = \$343.00 x .07% tax = \$367.00 per month, payable in advance by the first day of each month. This rate shall be reviewed annually by the Airport Manager, Airport Advisory Committee, and the Taylor County Board of Commissioners. The rental rates shall be re-determined based on the change in the Consumer Price Index, as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be changed 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 the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Park Drive, Perry, Florida 32348.

4. **Hangar Relocation:**

In the event there is a need to relocate the Hangar to a different location on the airport ramp, a suitable location will be provided and at least a 160 day notification will be given. The subsequent relocation will be paid for by the Lessor which would include the cost of any disassembly, ramp repairs, new site preparation, and re-assembly. Hangar relocation will only be requested in an emergency situation if requested prior to the end of lease or point of renewal.

5. **First Right of Refusal:**

In the event the Lessee decides to sell the Hangar, the Lessor will have the right to purchase the hangar at the fair market value. If the parties are unable to agree on fair market value then an independent appraiser shall be appointed to render an opinion of fair market value. If the parties

cannot agree on an appraiser, one shall be appointed by the Circuit Court in and for Taylor County, Florida.

6. **Manner of Giving Notice:**

Notice given pursuant to the provisions of the Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person whom the notice is to be given, or mailed postage prepaid addresses to such person. Lessor's address for this purpose is 401 Industrial Park Drive Perry, Fl. 32348.

7. **Termination:**

This Lease may be terminated if the Lessee does not pay the monthly rent installment or by decision of the Taylor County Board of Commissioners. A written notice shall be given thirty (30) days before termination. If the Lease is terminated for non payment, it is the Lessee's responsibility to remove the Hangar from the Lessor's property.

8. **Obligations of the Lessee:**

- a. **Storage:** The Shade Hangar shall be used only for storage of the Aircraft or owners vehicle(s) while aircraft is in use as identified in "Attachment A".
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Shade 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. 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:** Shade Hangars are for storage of aircraft only, or owner vehicle(s) when aircraft(s) are in use. Maintenance and repairs of aircraft may be conducted on site; however the shade hangars may not be used as a maintenance repair shop on a regular basis. Other than preventative maintenance performed by an owner, maintenance must be completed by a licensed A. & P. or I.A. mechanic. 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**, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Commercial activity may be conducted on site directly related to Big Top Manufacturing, Inc. Commercial activity not related to Big Top Manufacturing, Inc. is not permissible. 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 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. Lessee may not lease shade hangar space to current (as of date of lease agreement execution) lessee's of t-hangars and/or shade hangars at Perry Foley Airport without prior written consent of Lessor.
- f. If Perry Foley Airport has shade or t-hangar lease space available, Lessee may not lease to potential airport Lessee's.
- g. 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.

h. Fire and Building Codes/Extinguisher:

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.

i. Regulatory Review:

Copies of the above regulations can be viewed at the Airport Manager's office.

9. Sublease/Assignments:

Lessee agrees not to assign this Agreement without prior written approval of Lessor.

10. 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. 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.

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. 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 general aviation 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 Shade 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 filled 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.

Governing Law:

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

14. 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.

15. 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.

16. 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.

- a. 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:

2. If to Lessee, address to:

Airport Manager

Ward Ketring

401 INDUSTRIAL PARK DR

PERRY, FL. 32348

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/Director

Lessee: _____

By: _____

Title: _____

By: _____
Attested by Annie Mae Murphy Clerk of Court

By: _____
County Administrator or
Chairman of the Board of Commissioners

ATTACHMENT A

ADDITIONAL AIRCRAFT WHICH ARE AUTHORIZED TO USE LEASED SHADE HANGAR SPACE
AND/OR PARKING SPACE LEASED BY BIG TOP MANUFACTURING, INC.

Make/Model/Color: _____

Registration No. _____

Make/Model/Color _____

Registration No. _____

Make/Model/Color _____

Registration No. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2021

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

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

PRODUCER Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue Daytona Beach FL 32114		CONTACT NAME: Joy Glaug PHONE (A/C, No, Ext): (386) 239-4070 E-MAIL ADDRESS: jglaug@bbdaytona.com FAX (A/C, No):	
INSURED BIG TOP MANUFACTURING, INC. 3255 US Highway 19 North Perry FL 32347		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: The Continental Insurance Company INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20508 35289 37885	

COVERAGES**CERTIFICATE NUMBER:** 21-22**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6043353139	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIAB					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$ 15,000
	OTHER:					PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		6043353111	01/01/2021	01/01/2022	GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6043353125	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC643596224	01/01/2021	01/01/2022	PIP \$ 10,000
						EACH OCCURRENCE \$ 10,000,000
						AGGREGATE \$ 10,000,000
						PROD/C-OPS \$ 10,000,000
C	<input checked="" type="checkbox"/> INLAND MARINE		UM00032865MA21A	01/01/2021	01/01/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						LEASED/RENTED 550,000

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

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER**CANCELLATION**

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
C/O PERRY-FOLEY AIRPORT
401 INDUSTRIAL PARK DRIVE
PERRY FL 32348

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED BIG TOP MANUFACTURING, INC.	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:

- 1.) CNA75061XX 0115-GENERAL AGGREGATE LIMIT-PER PROJECT ENDORSEMENT
- 2.) CNA75079XX 0115-BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS WITH PRODUCTS-COMPLETED OPERATIONS COVERATE ENDORSEMENT (ADDITIONAL INSURED- ONGOING AND COMPLETED OPERATIONS, PRIMARY & NON-CONTRIBUTORY)
- 3.) CNA75101XX 0115-MANUFACTURERS GENERAL LIABILITY EXTENSION ENDORSEMENT (WAIVER OF SUBROGATION, ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MANAGER OR LESSOR OF PREMISES, ADDITIONAL INSURED-STATE OR POLITICAL, ADDITIONAL INSURED-ENGINEERS, ARCHITECTS, SURVEYORS EMPLOYED BY OTHER)
- 4.) CNA74736XX 0115-ADDITIONAL INSURED-ENGINEERS, ARCHITECTS, SURVEYORS (EMPLOYED BY INSURED)

AUTO LIABILITY:

- 1.) SCA23500D09 1011-EXTENDED COVERAGE ENDORSEMENT - BA PLUS (ADDITIONAL INSURED)
- 2.) CA0444 1013-WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 3.) CNA71527XX 1012-ADDITIONAL INSURED-PRIMARY AND NON-CONTRIBUTORY

UMBRELLA LIABILITY:

- 1.) CNA75504XX 0315-PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

WORKERS COMPENSATION:

- 1.) WC000313 0484-WAIVER OF OUR RIGHT TO RECOVER FORM OTHERS ENDORSEMENT
- 2.) WC420304B - TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

INLAND MARINE:

- 1.) HCM050 -0112 -CONTRACTORS EQUIPMENT COVERAGE SOLUTION (LOSS PAYEE)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve the Application for Federal Assistance SF-424 for the FAA CARES ACT Phase 2 Program in the amount of \$9,000 to be used at Perry Foley Airport to cover expenditures and/or losses in revenue related to the Covid19 Virus.

MEETING DATE REQUESTED:

March 1, 2021

Statement of Issue: Board to approve Application for Federal Assistance SF- 424.

Recommended Action: Board to approve Application for Federal Assistance.

Fiscal Impact: The County is eligible to be awarded \$9,000 to be expended on airport related operational expenditures. There is no match required from the County.

Budgeted Expense: Y/N This is a new grant with no match required from the County. A new budget will be submitted for the Finance Department to amend the budget upon execution of the grant agreement.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Airport is eligible to receive \$9,000 through the FAA Covid19 Virus CARES ACT. The funds are to be used for general operational expenses at the Airport. The County had previously been awarded \$20,000 through Phase 1 of this program which was used to fund Airport salaries, repairs to runway lighting, utilities, and the purchase of safety supplies.

Attachments: FAA Application for Federal Assistance SF-424

Application for Federal Assistance SF-424

***1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

***2. Type of Application**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify) _____

***3. Date Received:**

NA

4. Applicant Identifier:

FPY (Perry-Foley) Perry, FL

***5b. Federal Entity Identifier:**

12-0064

***5b. Federal Award Identifier:**

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Taylor County Board of County Commissioners

***b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-6000879

***c. Organizational DUNS:**

06-588-7796

d. Address:

*Street 1: 201 East Green St

Street 2: _____

*City: Perry

County/Parish: _____

*State: FL

Province: _____

*Country: USA: United States

*Zip / Postal Code: _____

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Thomas

Middle Name: _____

*Last Name: Demps

Suffix: _____

Title: Board Chairman

Organizational Affiliation:

*Telephone Number: 850-838-3500

Fax Number:

*Email: LPemberton@taylorcountygov.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$9,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 2

*b. Program/Project: 2

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	\$9,000.
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$9,000.

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Thomas

Middle Name: _____

*Last Name: Demps

Suffix: _____

*Title: Board of Directors

*Telephone Number: 850-838-3500

Fax Number: _____

* Email: LPemberton@taylorcountygov.com

*Signature of Authorized Representative: _____

*Date Signed: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



A REQUEST THAT THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS APPOINT DAVE DALL TO THE TAYLOR WATER AND SEWER DISTRICT BOARD OF COMMISSIONERS

Meeting Date:

MARCH 1, 2021

Statement of Issue:

THE DISTRICT HAS ONE OPENING ON ITS GOVERNING BOARD. MR. DALL HAS EXPRESSED HIS INTEREST IN SERVING THE DISTRICT AS A COMMISSION BOARD MEMBER. IF APPOINTED HE WOULD BE APPOINTED TO THE POSITION VACATED BY STEVE SPRADLEY IN APRIL, 2020. THE POSITION HAS BEEN ADVERTISED BY PLACING THE OPEN POSITION ON OUR WEB-SITE, IN THE LOCAL NEWSPAPER AND BY PLACING POSTERS ON COMMERCIAL ESTABLISHMENTS WITHIN THE DISTRICT.

THE TERM OF THIS POSITION BEGAN ON MAY 3, 2020 AND WILL END ON MAY 3, 2024.

Recommendation:

Fiscal Impact:

\$ 0

Budgeted Expense:

Yes ☐

No ☐

N/A ☒

Submitted By:

LYNETTE SENTER, OFFICE MANAGER, TAYLOR COASTAL WATER AND SEWER DISTRICT

Contact:

TAYLOR COASTAL WATER AND SEWER DISTRICT OFFICE- 850-578-3043 e-mail tcwsd@fairpoint.net

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

1.

2.

Attachments:

1.

APPLICATION

2.

COPY OF NEWLY RECORDED DEED VERIFYING OWNERSHIP OF PROPERTY WITHIN THE DISTRICT'S BOUNDARIES

RECEIVED
11/20/21

TAYLOR COASTAL WATER AND SEWER DISTRICT
COMMISSIONER APPLICATION

NAME: Dave Dall

MAILING ADDRESS: 3520 N US 221

CITY: Perry STATE: FL ZIP CODE: 32347

HOME PHONE: 850.843.0037

ALTERNATE PHONE: _____

EMAIL: davedall@fairpoint.net

EMPLOYER: Dave Dall Associates

JOB TITLE: President

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 30 yrs

ARE YOU A REGISTERED VOTER IN TAYLOR COUNTY? ☒ YES ☐ NO

DO YOU OWN HOMESTEAD PROPERTY IN THE TCSWD SERVICES AREA? ☐ YES ☒ NO

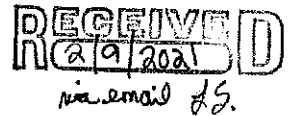
EXPLAIN WHAT KNOWLEDGE OR INTEREST QUALIFIES YOU FOR CONSIDERATION FOR APPOINTMENT TO THIS BOARD.
ATTACH ADDITIONAL SHEETS IF NEEDED.

- * Taylor county resident since 1991
- * Property owner within Taylor Coastal Water and Sewer District
- * Active within the construction industry since 1969
- * Served as a City Councilman in The Colony Texas and led the development of the community Master Plan
- * Disabled veteran - Viet Nam

"I do solemnly swear or affirm that I am a registered voter with the State of Florida and that I own real property within the boundaries of the Taylor Coastal Water and Sewer District as designated in Taylor County Ordinance No. 2000-10."

Signature: 

Received by TCWSD: <u>11/20/21</u> <u>LS</u>	Received by BCC:	Action Taken:
---	------------------	---------------



THIS INSTRUMENT PREPARED BY

David L Dall
3520 N US 221
Perry FL 32347

Warranty Deed

This Indenture, executed this 2st day of February, A.D.2021, **Between,**

Susan M Dall

whose post office is 3520 N US 221, Perry, FL 32347 hereafter called the grantor, to

Susan M Dall and David L Dall – Wife and Husband

whose post office address is 3520 N US 221, Perry, FL 32347

hereinafter called the grantee:

Witnesseth: that said grantor, for consideration of the sum of \$10 Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledge, has granted, bargained, and sold to the said grantee's heirs and assigns forever, the following described land, situate, laying and being in Taylor County, State of Florida to wit:

Lots Thirty Four and Thirty Five (34 & 35) of SANDPIPER UNIT, CEDAR ISLAND, a subdivision in Section 1 Township8 South, Range 7 East, Taylor County, Florida. A map or plat thereof recorded in Plat Book 1, Page 185, Public Records of Taylor County, Florida.

Subject to Declaration of Restrictions Recorded in Official Record 414, Pages 296-299, Public Records of Taylor County, Florida and easements of records if any.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all person whosoever. "Grantor" and "Grantee" are used for singular or plural as context requires,

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

<u>Vickie T. Chaffin</u>	<u>Susan M. Dall</u> (L.S.)
<u>Vickie T. Chaffin</u>	<u>Susan M. DALL</u> (L.S.)
<u>Laura Brock</u>	(L.S.)
<u>Laura Brock</u>	(L.S.)

State of Florida

County of Taylor

I Hereby Certify that on this day before me, and office duly qualified to take acknowledgments, personally appeared;

Susan Dall

Marsha Durden

From: LaWanda Pemberton
Sent: Tuesday, February 16, 2021 3:05 PM
To: Marsha Durden; Agenda
Subject: FW: Board Request Dall.pdf
Attachments: Board Request Dall.pdf

For next agenda, please.

From: Taylor Coastal Water and Sewer District [mailto:tcwsd@fairpoint.net]
Sent: Tuesday, February 16, 2021 2:32 PM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Cc: Taylor Coastal Water and Sewer District <tcwsd@fairpoint.net>; Dave Dall <davedall@fairpoint.net>
Subject: Board Request Dall.pdf

Good Afternoon LaWanda,

Attached is a Board Agenda Request for the 3/1/2021 Taylor County Board of County Commissioners Board Meeting. Mr. Dave Dall has applied for the open board position with Taylor Coastal Water & Sewer District and I have included the Agenda Request, his application and proof of ownership of property within the District.

Please let me know if you need anything further.

Thank you,

Lynette

--

Lynette Senter
Office Manager

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

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



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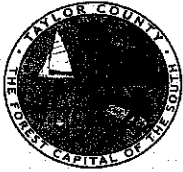
POSITION	LNAME	FNAME	STREET	CITY	ST	ZIP	HOME PH	CELL PH	EMAIL	TERM
Chairman	Aibejeris	Lynn	20771 Keaton Beach Drive	Perry	FL	32348	850-578-2484	850-843-0986	laibejeris@fairpoint.net	May 2020-2024
Commissioner	Brown	Steve	133 Cedar Island Road	Perry	FL	32348		850-843-0256	stevecindybrown@gmail.com	May 2018-2022
Commissioner	Reichard	Lori	Appointed but deferred until recovery is complete							May 2020-2024
Commissioner	Huxford	Willi	PO Box 2	Perry	FL	32348		208-481-0514	huxserv@gmail.com	May 2020-2024
Vice-Chairman	Malone	Gennie	21536 Osprey Road	Perry	FL	32348	850-578-2430	850-843-5198	gennieatthebeach@yahoo.com	May 2018-2022
Commissioner	Carlton	Diane	18942 Good Times Drive	Perry	FL	32348	850-578-2441	850-838-6511	goodtime@fairpoint.net	May 2018-2022
Commissioner	VACANT									May 2020-2024

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider appointment of one member to the Taylor County Recreation Advisory Board (TCRAB)



MEETING DATE REQUESTED:

March 1, 2021

Statement of Issue: To fill recently vacated openings on the TCRAB.

Recommended Action: Appoint 1 member

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LaWanda Pemberton, County Administrator

Contact: 850-838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The TCRAB is a seven member board and currently has three vacancies, due to recent resignations of members. The vacancies have been advertised in the local newspaper and will be continued to be advertised on social media and the County website.

One application from George Pridgeon was received prior to the deadline.

Options: Appoint/Not appoint applicant

Attachments: Application
Copy of Advertisement



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-8113 Phone
(850) 584-2433 Fax

Application for the Taylor County Recreation Advisory Board (TCRAB)

Name: George Pridgen
Address: 103 Bishop Blvd.
Perry, FL 32347
Phone: Home: 850-843-1722 Work: _____ Fax: _____
Email: georgepridgen@gmail.com

Please answer the following questions (use additional pages if necessary)

- | | | |
|---|--------------------------------------|--------------------------|
| 1. Are you 18 years old or older? | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 2. Are you a resident of Taylor County? | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 3. Are you a registered voter in Taylor County? | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 4. Are you willing to spend up to eight (8) hours per month for meetings and workshops? | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| 5. Are you willing to attend all Board Meetings (emergencies excluded)? | <input checked="" type="radio"/> Yes | <input type="radio"/> No |

Education:

Are you a High School Graduate? ☒ Yes ☐ No

Name of School: Taylor

Address: _____

Post-Secondary Education:

Name of School: University of Florida

Address: _____

RECEIVED
01/12/02
100

Technical Training:

Name of School: _____

Address: _____

Certificates or Licenses Held:

Please List: _____

College Courses or Graduate:

Name of School: _____

Address: _____

6. Do you or any family member have any affiliation with any business or company 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, please explain:

7. Please list Board/Business/Volunteer/Work Experience:

8. Why do you wish to serve on the Taylor County Recreation Advisory Board?

Yes

9. Have you ever been charged with a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

10. The Taylor County Recreation Advisory Board representatives all sports played at the Taylor County Sports Complex. Please indicate which sport you would like to represent from the following choices in ranking order; first choice, second choice, and third choice and list your experience in each sport.

Rank/Choice: 2 Soccer: _____

Rank/Choice: 3 Football: _____

Rank/Choice: 1 Baseball: _____

Rank/Choice: 7 Softball: _____

Rank/Choice: 4 Basketball: _____

Rank/Choice: 6 Tennis: _____

Rank/Choice: 5 Users of the Trail: _____

11. The TCRAAB will be meeting one or two times each month and participates in self-education and orientation. Do you foresee a problem in attending these events?

Business travel for work as necessary

12. Further comments:

On behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this application and for offering to volunteer your time, which serves as an investment into the future of recreation in our community.

Applicant Signature: George Pidgeon
Print Name: George Pidgeon
Date: 1/12/20

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347. Applications may also be faxed to 850-838-3501 or emailed to trowell@taylorcountygov.com. Applications are due by February 21, 2020.

**Taylor County Board of County Commissioners
Is Accepting Applications for**

**TAYLOR COUNTRY RECREATION BOARD
(TCRAB) MEMBER**

This is a demanding volunteer position that meets regularly to discuss operations of the Taylor County Sports Complex. TCRAB consists of 7 members, each of whom must be a registered voter of Taylor County, as well as being a current resident of the County. Appointees are representatives of all sports played at the County Sports Complex including, but not limited to, soccer, football, baseball, softball, basketball, tennis, and users of the trail.

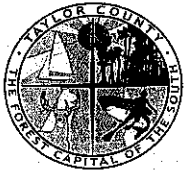
For more information, or to request an application, please come by the Taylor County Administrative Complex located at 201 East Green Street or visit www.taylorcountygov.com.

Deadline for submission of applications is Thursday, February 4, 2021 at 5p.m. Applications may be delivered to the County Administrator's Office at 201 East Green Street. Applications, may also be faxed to 850-838-3501 or emailed to lpemberton@taylorcountygov.com.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RESCINDING THE AMENDMENT TO THE EMERGENCY ORDERS PROHIBITING PARKING ON COUNTY RIGHTS OF WAYS.

MEETING DATE REQUESTED:

MARCH 1, 2021

Statement of Issue:

TO ALLOW LIMITED PARKING ON THE RIGHTS OF WAYS ADJACENT TO COUNTY BOAT RAMPS, EFFECTIVE APRIL 1, 2021.

Recommended Action:

RESCIND THE EMERGENCY ORDER EFFECTIVE APRIL 1, 2021

Fiscal Impact:

TBD

Budgeted Expense:

N/A

Submitted By:

LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD OF COUNTY COMMISSIONERS PROHIBITED RIGHT OF WAY PARKING ON MAY 7, 2020 IN THE FORM OF AN AMENDMENT TO THE LOCAL STATE OF EMERGENCY DECLARATION COVID-19 #1, WHICH WAS ADOPTED ON MARCH 17, 2020 AND HAS BEEN EXTENDED WEEKLY SINCE THAT TIME.

IN RESPONSE TO A REQUEST BY THE BOARD OF COUNTY COMMISSIONERS TO CONSIDER ALLOWING PARKING ON THE COUNTY RIGHTS OF WAY ADJACENT TO COUNTY BOAT RAMPS, STAFF PRESENTED A PLAN DURING THE FEBRUARY 23, 2021 WORKSHOP TO ALLOW LIMITED PARKING ON COUNTY RIGHTS OF WAY, PURSUANT TO TAYLOR COUNTY CODE CHAPTER 42-889 (e), WHICH DESIGNATES AUTHORITY OF THE NO PARKING AREAS TO THE COUNTY ADMINISTRATOR, ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS.

RESCINDING THE EMERGENCY ORDER WOULD ENABLE STAFF TO MOVE FORWARD WITH THE GUIDANCE PRESENTED DURING THE FEBRUARY 23, 2021 WORKSHOP, WHICH WOULD ALLOW PARKING ON SECTIONS OF COUNTY RIGHTS OF WAY ADJACENT TO COUNTY BOAT RAMPS.

Options:

APPROVE/ DO NOT APPROVE

Attachments:

**EMERGENCY ORDER
GENERAL GUIDANCE-ROW PARKING**

AMENDMENT TO EMERGENCY ORDERS

The Board of County Commissioners of Taylor County, Florida, met in Regular Session on May 4, 2020, at the County Annex, 201 East Green Street, Perry, Florida beginning at 6:00 p.m., the public was granted comments by telecommunications. The issue before the Board was whether the Board should re-open the boat ramps in Taylor County, Florida.

After hearing from the public and each commissioner expressing their respective views, the Board voted 3 - 2 to open the Boat Ramps in Taylor County, Florida.

1. The Boat Ramps shall all be open as of 7:00 a.m., on May 7, 2020.
2. Parking on the right-of-ways will be prohibited and violators vehicles and trailers are subject to be towed,
3. All citizens and visitors to Taylor County are specifically requested to observe the above.

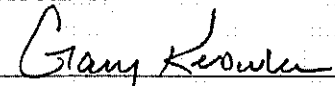
PASSED in regular session on May 4, 2020, by the Taylor County Board of County Commission.

DATED this 6th day of May, 2020.

TAYLOR COUNTY BOARD
OF COUNTY COMMISSIONERS


PAM FEAGLE, Chairperson

ATTEST:


ANNE MAE MURPHY, Clerk

General Guidance - ROW Parking

- ▶ 1) Avoid Areas with Posted speeds >35MPH
- ▶ 2) Avoid areas with high volumes of vehicle and pedestrian traffic
- ▶ 3) Avoid areas with Residential/Commercial Points of Access
- ▶ 4) Limit ROW parking to one side of any roadway
- ▶ 5) Restrict ROW parking along narrow shoulders (<8 ft wide) and/or environmentally sensitive areas
- ▶ 6) Limit ROW parking to those areas close enough to avoid excessive launching and retrieval delays
- ▶ 7) ROW parking areas must have sufficient public areas for turning trailered vehicles around for boat retrieval