## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PERRY, FLORIDA

MONDAY, JULY 11, 2023

6:00 P.M.

## **201 E. GREEN STREET**

## TAYLOR COUNTY ADMINISTRATIVE COMPLEX OLD POST OFFICE

THE CHAIR CALLED THE REGULAR MEETING TO ORDER AT 6:00 P.M. THE MEMBERS OF THE BOARD ATTENDED THE MEETING AS FOLLOWS:

| DISTRICT | <b>OFFICE</b> | NAME           | HOW ATTENDED | PORTION ATTENDED |
|----------|---------------|----------------|--------------|------------------|
| 1        | V-CHAIR       | JAMIE ENGLISH  | IN PERSON    | ALL              |
| 2        |               | JIM MOODY      | IN PERSON    | ALL              |
| 3        |               | MICHAEL NEWMAN | IN PERSON    | ALL              |
| 4        |               | PAM FEAGLE     | IN PERSON    | ALL              |
| 5        | CHAIR         | THOMAS DEMPS   | IN PERSON    | ALL              |

A FULL BOARD BEING PRESENT.

### COUNTY STAFF ATTENDED THE MEETING AS FOLLOWS:

| <u>NAME</u>           | HOW ATTENDED  | PORTION ATTENDED   |
|-----------------------|---|--|
| LAWANDA PEMBERTON     | IN PERSON   | ALL  |
| MARSHA DURDEN         | IN PERSON   | ALL  |
| <b>CONRAD BISHOP</b>  | IN PERSON   | ALL  |
| MELODY COX            | CALL-IN   | PARTIAL  |
| <b>KENNETH DUDLEY</b> | IN PERSON   | PARTIAL  |
|                       | LAWANDA PEMBERTON<br>MARSHA DURDEN<br>CONRAD BISHOP<br>MELODY COX | LAWANDA PEMBERTON IN PERSON MARSHA DURDEN IN PERSON CONRAD BISHOP IN PERSON MELODY COX CALL-IN |

## COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

| POSITION           | NAME                  | HOW ATTENDED | PORTION ATTENDED |
|--------------------|-----------------------|--------------|------------------|
| CLERK OF COURT     | GARY KNOWLES          | IN PERSON    | ALL              |
| SUPER OF ELECTIONS | DANA SOUTHERLAND      | IN PERSON    | PARTIAL          |
| UNDERSHERIFF       | <b>MARTY TOMPKINS</b> | IN PERSON    | PARTIAL          |

THOMAS DEMPS LED THE BOARD IN PRAYER, FOLLOWED BY THE PLEDGE OF ALLEGIANCE TO THE FLAG. BUSINESS WAS TRANSACTED AS FOLLOWS:

THE CHAIRMAN READ INSTRUCTIONS FOR CONFERENCE CALL-IN LINE.

## 3. APPROVAL OF AGENDA:

UPON MOTION OF COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER MOODY, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA FOR THIS DATE, AS SUBMITTED.

## **CONSENT ITEMS:**

MOTION: TO APPROVE CONSENT ITEM NOS. FOUR (4) THROUGH NINE (9), AS FOLLOWS:

- 4. APPROVAL OF MINUTES OF JUNE 21 AND 27, 2022.
- 5. THE APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:

GENERAL REVENUE FUND 067867 THROUGH INCLUSIVE

ROAD AND BRIDGE FUND 5017336 THROUGH INCLUSIVE

AND THAT THE CHAIRMAN AND THE CLERK BE AUTHORIZED TO ISSUE COUNTY WARRANTS COVERING SAME.

- 6. THE BOARD TO CONSIDER APPROVAL OF INDIGITAL AGREEMENT FOR MEVO PHONES 911 BACKUP SYSTEM, AS AGENDAED BY BRITTANY WHITE, E911 COORDINATOR.
- 7. THE BOARD TO CONSIDER APPROVAL OF BUDGET AMENDMENT REQUEST BY TAYLOR COUNTY SHERIFF'S OFFICE, IN THE AMOUNT OF \$72,250, FROM FUNDS PROVIDED TO THE COUNTY BY THE STATE FOR SUPPLEMENTAL SALARY TO LAW ENFORCEMENT AND CORRECTIONS OFFICERS, AS AGENDAED BY MARTY TOMPKINS, UNDERSHERIFF.
- 8. THE BOARD TO CONSIDER APPROVAL OF BUDGET TRANSFER FROM AIRPORT ENTERPRISE RESERVE FUND FOR FUEL PURCHASE, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.
- 9. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH CROSSPOINT BAPTIST FELLOWSHIP CHURCH FOR THE USE OF SIX (6) FIELDS FOR THE 2022 SEASON OF UPWARD FLAG FOOTBALL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      |        | X      | X   |     |        |         |
| Moody        |        |        | X   |     |        |         |
| Newman       |        |        | X   |     |        |         |
| Feagle       | X      |        | X   |     |        |         |
| Demps        |        |        | X   |     |        |         |

## MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: CHECK REGISTER; INDIGITAL AGREEMENT; UPWARD AGREEMENT WITH CROSSPOINT BAPTIST FELLOWSHIP CHURCH

## **BIDS/PUBLIC HEARINGS:**

10. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, FLORIDA, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

NO BIDS RECEIVED.

UPON THE RECOMMENDATION OF THE COUNTY ADMINISTRATOR, A MOTION WAS MADE TO RE-ADVERTISE.

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      | Х      |        | X   |     |        |         |
| Moody        |        | Х      | X   |     |        |         |
| Newman       |        |        | X   |     |        |         |
| Feagle       |        |        | X   |     |        |         |
| Demps        |        |        | X   |     |        |         |

- 11. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT REGARDING THE POSSIBLE REMOVAL OF THE OLD SHADY GROVE VOTING HOUSE, LOCATED IN SHADY GROVE, FLORIDA.
- COUNTY ADMINISTRATOR THIS IS A REQUEST TO REMOVE THE OLD VOTING HOUSE AT SHADY GROVE. THERE IS NO CLEAR TITLE OF WHO OWNS THE BUILDING OR IF IT IS ON COUNTY PROPERTY.

CHAIR DEMPS OPENED THE MEETING FOR PUBLIC COMMENT.

NO PERSONS PRESENT WISHED TO SPEAK REGARDING THE POSSIBLE REMOVAL OF THE VOTING HOUSE, THEREFORE THE CHAIR CLOSED THE PUBLIC HEARING.

### MOTION TO REMOVE THE OLD SHADY GROVE VOTING HOUSE.

| Commissioner | Motion | Second | Yea | Nay | Absent     | Abstain |
|--------------|--------|--------|-----|-----|------------|---------|
| English      |        | X      | X   |     |            |         |
| Moody        |        |        | X   |     |            |         |
| Newman       |        |        | X   |     |            |         |
| Feagle       | X      |        | X   |     | 14 - 1 - 1 |         |
| Demps        |        |        | X   |     |            |         |

12. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF PARKS AND RECREATION, FLORIDA RECREATION DEVELOPMENT ASSISTANT PROGRAM (FRDAP), FOR THE 2023-2024 GRANT CYCLE.

## (REQUESTING FUNDING ASSISTANCE FOR ADDITIONAL IMPROVEMENTS TO THE TAYLOR COUNTY SPORTS COMPLEX)

GRANTS WRITER – WE WILL BE SUBMITTING A REQUEST FOR \$200,000 FOR 2023-2024 FUNDING CYCLE (TOTAL PROJECT \$492,000), WHICH WILL REQUIRE A COUNTY MATCH OF \$292,000 IN 2024.

CHAIR DEMPS OPENED THE MEETING FOR PUBLIC COMMENT.

NO PERSONS PRESENT WISHED TO SPEAK REGARDING THE POSSIBLE GRANT APPLICATION, THEREFORE THE CHAIR CLOSED THE PUBLIC HEARING.

COMMISSIONER FEAGLE – I SUPPORT A SOFTBALL FIELD AT THE SPORTS COMPLEX IF WE RECEIVE THE FUNDING. WHERE WILL THE MATCH COME FROM?

COUNTY ADMINISTRATOR - POSSIBLY FROM RESERVE FOR CAPITAL PROJECTS.

MOTION TO SUBMIT THE FRDAP GRANT APPLICATION FOR 2023-2024, IN THE AMOUNT OF \$492,000, FOR A NEW SOFTBALL FIELD AT THE SPORTS COMPLEX.

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      | X      |        | X   |     |        |         |
| Moody        |        | X      | X   |     |        |         |
| Newman       |        |        | X   |     |        |         |
| Feagle       |        |        | X   | 1   |        |         |
| Demps        |        |        | X   |     |        |         |

- 13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSBILE, TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE EXCHANGE OF REAL PROPERTY WITH CLARK PROPERTIES OF TAYLOR COUNTY, LLC., IN ASSOCIATION WITH THE PROPOSED DEADMAN'S CURVE REALIGNMENT PROJECT.
- COUNTY ENGINEER PROPERTY EXCHANGE TO ENABLE THE REALIGNMENT OF DEADMAN'S CURVE, ACCOMPLISHED BY ADOPTION OF RESOLUTION, WITH STAFF FURTHER RECOMMENDING THAT THE BOARD AUTHORIZE \$2,300 COSTS (FROM GENERAL FUND RESERVES) ASSOCIATED WITH TITLE AND ATTORNEY FEES.
- CHAIR DEMPS OPENED THE MEETING FOR PUBLIC COMMENT.
- MICHAEL ALBRITTON I SUPPORT THE REALIGNMENT OF DEADMAN'S CURVE, HOWEVER YOU HAVE OTHER CURVES IN THE COUNTY.
- NO OTHER PERSONS PRESENT WISHED TO SPEAK REGARDING THE ADOPTION OF RESOLUTION AUTHORIZING THE PROPERTY EXCHANGE, THEREFORE THE CHAIR CLOSED THE PUBLIC HEARING.
- MOTION BY COMMISSIONER ENGLISH, SECOND BY COMMISSIONER NEWMAN, AUTHORIZING THE COUNTY ATTORNEY TO READ THE PROPOSED RESOLUTION BY TITLE.
- MOTION CARRIED BY UNANIMOUS VOTE.
- MOTION BY COMMISSIONER FEAGLE, WITH SECOND BY COMMISSIONER ENGLISH, TO ADOPT RESOLUTION AUTHORIZING THE EXCHANGE OF REAL PROPERTY WITH CLARK PROPERTIES OF TAYLOR COUNTY, LLC., IN ASSOCIATION WITH THE PROPOSED DEADMAN'S CURVE REALIGNMENT PROJECT.

# MOTION TO APPROVE BOARD EXECUTION OF TWO (2) CONTRACTS FOR PROPERTY EXCHANGE WITH CLARK PROPERTIES OF TAYLOR COUNTY LLC, IN CONNECTION WITH THE REALIGNMENT OF DEADMAN'S CURVE.

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      |        |        | Х   |     |        |         |
| Moody        |        | Х      | Х   |     |        |         |
| Newman       |        |        | Х   |     |        |         |
| Feagle       | Х      |        | Х   |     |        |         |
| Demps        |        |        | Х   |     |        |         |

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: TWO (2) CONTRACTS

## **PUBLIC REQUESTS:**

| 14. | JENNIFER TRAVIESO, DISC VILLAGE, TO APPEAR TO REQUEST LETTER OF SUPPORT FOR |
|-----|---|
|     | THE SUBMISSION OF AN APPLICATION FOR THE LOCAL SUPPORT GRANT PROGRAM.       |

**DISCUSSION:** 

DEVAN MOSS APPEARED FOR MS. TRAVIESCO – DISC VILLAGE SERVES ASSISTANCE FOR MENTAL HEALTH AND REHABILITATION. ASKING FOR THE BOARD'S SUPPORT OF A GRANT APPLICATION TO HELP WITH COSTS.

COMMISSIONER FEAGLE – HOW MANY PEOPLE DO YOU SERVE IN TAYLOR COUNTY?

MS. MOSS - IN TAYLOR COUNTY WE SERVICE APPROXIMATELY ONE-HUNDRED (100) CLIENTS.

SEE ITEM NO. 15.

15. MARY JANE HEWITT, EXECUTIVE DIRECTOR, TAYLOR COUNTY SENIOR CITIZENS

CENTER, TO APPEAR TO REQUEST LETTER OF SUPPORT FOR THE SUBMISSION OF AN APPLICATION FOR THE LOCAL SUPPORT GRANT PROGRAM.

**FURTHER DISCUSSION:** 

MS. HEWITT – WE ARE IN AN OLD BUILDING AND ARE ASKING BOARD SUPPORT OF A GRANT TO HELP WITH REPAIRS AND TO EXPAND PARKING. A NEW ACTIVITIES ROOM WOULD ALSO BE REQUESTED.

COMMISSIONER FEAGLE - HOW IS THE KITCHEN EQUIPMENT?

MS. HEWITT – THE KITCHEN IS MOSLY NEW AND THE NUMBER BEING SERVED IS GROWING.
OUR GRANT APPLICATION WITH BE FOR \$2M.

MOTION TO SUBMIT GRANT APPLICATION FOR LOCAL SUPPORT GRANT PROGRAM,
REQUESTING THAT PROJECTS BE RANKED, AS FOLLOWS: 1.) STEINHATCHEE FIRE
STATION 2.) TAYLOR SENIOR CITIZENS CENTER 3.) DISC VILLAGE

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      |        | X      | X   |     |        |         |
| Moody        |        |        | Х   |     |        |         |
| Newman       |        |        | Х   |     |        |         |
| Feagle       | Х      |        | X   |     |        |         |
| Demps        |        |        | X   |     |        |         |

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: 2) LETTERS OF SUPPORT

## **CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:**

16. THE BOARD TO CONSIDER APPOINTMENT OF TWO (2) REGULAR MEMBERS, ONE (1) ALTERNATE MEMBER AND (1) CITIZEN MEMBER TO THE 2022 VALUE ADJUSTMENT BOARD (VAB), AND TO APPOINT CHAIRMAN OF SAME, AS AGENDAED BY THE CLERK.

**DISCUSSION:** 

MOTION TO APPOINT THE FOLLOWING:

MEMBER/CHAIR - MICHAEL NEWMAN

2<sup>ND</sup>. MEMBER – JAMIE ENGLISH

ALTERNATE – JIM MOODY

**CITIZEN – WALLACE HOLMES** 

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      | Х      |        | Х   |     |        |         |
| Moody        |        | X      | Х   |     |        |         |
| Newman       |        |        | Х   |     |        |         |
| Feagle       |        |        | Х   |     |        |         |
| Demps        |        |        | X   |     |        |         |

17. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO APPOINT BOARD OF COUNTY COMMISSIONER MEMBER TO FILL IN DURING ABSENCE OF SUPERVISOR OF ELECTIONS, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

### **DISCUSSON:**

SUPERVISOR OF ELECTIONS APPEARED TO REQUEST THE BOARD TO APPOINT A COUNTY COMMISSION MEMBER TO FILL IN DURING HER ABSENCE AT THE CANVASSING BOARD MEETING, TO BE HELD ON THURSDAY, AUGUST 25, 2022.

MOTION TO APPOINT CHAIR DEMPS TO FILL IN FOR THE SUPERVISOR OF ELECTIONS, DURING HER ABSENCE AT THE AUGUST 25, 2022 CANVASSING BOARD MEETING.

| Commissioner | Motion | Second          | Yea | Nay | Absent | Abstain |
|--------------|--------|-----------------|-----|-----|--------|---------|
| English      |        | X               | X   |     |        |         |
| Moody        |        |                 | X   |     |        |         |
| Newman       |        |                 | X   |     |        |         |
| Feagle       | Х      | 5 (Banks of 19) | X   |     |        |         |
| Demps        |        |                 | X   |     |        |         |

## **COUNTY ATTORNEY ITEMS:**

| <b>18</b> . | THE COUNTY ATTORNEY | TO DISCUSS PROPOSEI | D NOTICE OF REFERENDUM FLECTI | ON     |
|-------------|---------------------|---------------------|-------------------------------|--------|
| 10.         | THE COUNTY ATTURNET | TO DISCUSS PROPUSEI | D NOTICE OF KEFFKENDUM FLECTI | IC DIN |

MOTION TO APPROVE THE TAYLOR COUNTY SCHOOL BOARD NOTICE OF REFERENDUM ELECTION TO CONTINUE AN ANNUAL LEVY OF 0.25 MILLS, FOR SCHOOL OPERATIONAL PURPOSES FOR THE NEXT FOUR (4) FISCAL YEARS, REQUESTING THAT SAID REFERENDUM BE PLACED ON THE GENERAL ELECTION BALLOT OF TUESDAY, NOVEMBER 8, 2022.

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      |        | X      | X   |     |        |         |
| Moody        |        |        | X   |     |        |         |
| Newman       | Х      |        | Х   |     |        |         |
| Feagle       |        |        | Х   |     |        |         |
| Demps        |        |        | Х   |     |        |         |

## **COUNTY ADMINISTRATOR ITEMS:**

19. THE BOARD TO CONSIDER APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT AND ADOPTION OF AUTHORIZING RESOLUTION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR CONSTRUCTION OF DENNIS HOWELL BRIDGE OVER WARRIOR CREEK, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**DISCUSSION:** 

COMMISSIONER FEAGLE MADE A MOTION TO AUTHORIZE THE COUNTY ATTORNEY TO READ PROPOSED RESOLUTION BY TITLE ONLY. MOTION SECONDED BY COMMISSIONER ENGLISH AND PASSED BY UNANIMOUS VOTE.

MOTION BY COMMISSIONER NEWMAN, SECOND BY COMMISSIONER ENGLISH, TO ADOPT SAID AUTHORIZING RESOLUTION. MOTION CARRIED BY UNANIMOUS VOTE.

MOTION TO AUTHORIZE THE CHAIR TO SIGN TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR THE DENNIS HOWELL BRIDGE PROJECT.

| Commissioner | Motion | Second | Yea | Nay                    | Absent | Abstain |
|--------------|--------|--------|-----|------------------------|--------|---------|
| English      |        |        | X   |                        |        |         |
| Moody        |        |        | Х   |                        |        |         |
| Newman       | Х      |        | Х   |                        |        |         |
| Feagle       |        | Х      | Х   |                        |        |         |
| Demps        |        |        | X   | r 5/1 - 17 - 1944 - 19 |        |         |

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENTS: TEMPORARY EASEMENT; AUTHORIZING RESOLUTION

## 20. THE BOARD TO CONTINUE TO DISCUSSIONS REGARDING COUNTY OWNED LOT LOCATED AT KEATON BEACH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

## **DISCUSSION:**

ON JUNE 6, 2022, THE BOARD DECIDED TO OFFER THE "SMALLER" PROPERTY TO THE ADJACENT LANDOWNER FOR \$58,000. THE ADJACENT LANDOWNER WAS NOTIFIED AND GIVEN TIME TO SUBMIT A REQUEST TO PURCHASE. THE LANDOWNER DOES NOT DESIRE TO PURCHASE THE PROPERTY FOR \$58,000.

MOTION TO ADVERTISE FOR SALE WITH A MINIMUM BID OF \$58,000.

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      |        | X      | X   |     |        |         |
| Moody        | Х      |        | Х   |     |        |         |
| Newman       |        |        | Х   |     |        |         |
| Feagle       |        |        | Х   |     |        |         |
| Demps        |        |        | Х   |     |        |         |

| 21. | THE BOARD TO CONSIDER APPROVAL OF LETTER OF SUPPORT FOR THE LOCAL   |
|-----|---|
|     | SUPPORT GRANT PROGRAM, FOR APPROPRIATIONS FOR THE CONSTRUCTION OF A |
|     | NEW FIRE STATION IN STEINHATCHEE, AS AGENDAED BY THE COUNTY         |
|     | ADMINISTRATOR.  |

SEE ITEM NO. 15.

MOTION TO ADD ADDITIONAL LANGUAGE TO THE SUPPORT LETTER PRIORTIZING PROJECTS.

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      |        | Х      | Х   |     |        |         |
| Moody        |        |        | Х   |     |        |         |
| Newman       | Х      |        | X   |     |        | .,,     |
| Feagle       |        |        | X   |     |        |         |
| Demps        |        |        | X   |     |        |         |

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: LETTER OF SUPPORT

| <i>22.</i> | THE COUNTY | ADMINISTRATOR T | O DISCUSS INFORMATIONAL ITEMS.    |
|------------|------------|-----------------|-----------------------------------|
|            | THE COURT  | ADIMINISTINATOR | O DISCOSS HAI ORIGINALIONAL HENDS |

NONE

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      |        |        |     |     |        |         |
| Moody        |        |        |     |     |        |         |
| Newman       |        |        |     |     |        |         |
| Feagle       |        |        |     |     |        |         |
| Demps        |        |        |     |     |        |         |

| 23. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED I | J I I EIVIS | 5 A | SA | NU | ) ( | CON | ICER | KN2 | FK | OM | IHI | : Pl | JBL | IC | FOF | łΝ | ON | -AG | END | AEC | ) [] | ſΕ | N | 19 | 5: |
|--|-------------|-----|----|----|-----|-----|------|-----|----|----|-----|------|-----|----|-----|----|----|-----|-----|-----|------|----|---|----|----|
|--|-------------|-----|----|----|-----|-----|------|-----|----|----|-----|------|-----|----|-----|----|----|-----|-----|-----|------|----|---|----|----|

NONE

| Commissioner | Motion | Second | Yea | Nay | Absent | Abstain |
|--------------|--------|--------|-----|-----|--------|---------|
| English      |        |        |     |     |        |         |
| Moody        |        |        |     |     |        |         |
| Newman       |        |        |     |     |        |         |
| Feagle       |        |        |     |     |        |         |
| Demps        |        |        |     |     |        |         |

## 24. BOARD INFORMATIONAL ITEMS:

CHAIR DEMPS - WHEN WILL MOWING (RIGHT-OF-WAY) BEGIN?

COUNTY ADMINISTRATOR – THE NORTH PART OF THE COUNTY HAS BEEN MOWED AND THEY ARE MOVING SOUTH.

| Commissioner | Motion                                  | Second                        | Yea | Nay | Absent | Abstain |
|--------------|---|-------------------------------|-----|-----|--------|---------|
| English      |   |                               |     |     |        |         |
| Moody        | JA DES VENE                             | PALINET CHECKEN               |     |     |        |         |
| Newman       | 100000000000000000000000000000000000000 | Saleston and Park and Control |     |     |        |         |
| Feagle       |   |                               |     |     |        |         |
| Demps        |   |                               |     |     |        |         |

THE HOUR BEING APPROXIMATELY 7:40 P.M., AND THERE BEING NO FURTHER DISCUSSION, COMMISSIONER FEAGLE MADE A MOTION, WITH A SECOND BY COMMISSIONER ENGLISH, TO ADJOURN.

**BOARD OF COUNTY COMMISSIONERS** 

TAYLOR COUNTY, FLORIDA

THOMAS DEMPS, Chair

ATTEST:

GARY KNOWLES, Clerk

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD: 10/22

FUND - 810 - CLEARING/DISBURSEMENT FD

| CASH ACCT CHECK NO  | ISSUE DT VENDOR   | NAME   | FD/DEPT   | DESCRIPTION  | SALES TAX  | AMOUNT  |
|---|---|--|---|--|--|---|
| 1011010 67867<br>1011010 67867<br>1011010 67867<br>1011010 67867<br>1011010 67867<br>1011010 67867<br>TOTAL CHECK   | 06/24/22 000110<br>06/24/22 000110<br>06/24/22 000110<br>06/24/22 000110<br>06/24/22 000110<br>06/24/22 000110  | DUKE ENERGY FLORIDA, INC<br>DUKE ENERGY FLORIDA, INC   | 0489<br>0261<br>0261<br>0250  | 5/21-6/8/22<br>5/24-6/8/22<br>5/24-6/8/22<br>5/27-6/8/22<br>5/26-6/8/22<br>5/26-6/8/22   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00   | 19.26<br>1,978.17<br>58.53<br>17.47<br>106.47<br>200.35<br>2,380.25   |
| 1011010 67868<br>1011010 67868<br>1011010 67868<br>TOTAL CHECK  | 06/24/22 7382<br>06/24/22 7382<br>06/24/22 7382   | ABS TECHNOLOGY SOLUTIONS ABS TECHNOLOGY SOLUTIONS ABS TECHNOLOGY SOLUTIONS   | 0261  | AGMT# 015-1408408-000<br>AGMT# 015-1408408-000<br>AGMT# 015-1408408-000  | 0.00<br>0.00<br>0.00<br>0.00   | 32.99<br>32.99<br>32.98<br>98.96  |
| 1011010 67869<br>1011010 67869<br>1011010 67869<br>1011010 67869<br>1011010 67869<br>1011010 67869<br>1011010 67869<br>1011010 67869<br>1011010 67869<br>TOTAL CHECK  | 06/24/22 000111<br>06/24/22 000111<br>06/24/22 000111<br>06/24/22 000111<br>06/24/22 000111<br>06/24/22 000111<br>06/24/22 000111<br>06/24/22 000111  | TRI-COUNTY ELECTRIC COOPTRI-COUNTY ELECTRIC COOPTRI-CO | 0260<br>0261<br>0277<br>0260<br>0261<br>0260  | 5/9-6/9/22<br>5/9-6/9/22<br>5/9-6/9/22<br>5/9-6/9/22<br>5/9-6/9/22<br>5/9-6/9/22<br>5/9-6/9/22<br>5/9-6/9/22   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.0  | 30.77<br>62.18<br>62.18<br>31.09<br>43.52<br>43.52<br>53.84<br>73.15  |
| 1011010 67870<br>1011010 67870<br>1011010 67870<br>TOTAL CHECK  | 07/01/22 000110<br>07/01/22 000110<br>07/01/22 000110   | DUKE ENERGY FLORIDA, INC<br>DUKE ENERGY FLORIDA, INC<br>DUKE ENERGY FLORIDA, INC   | 0192  | 5/21-6/22/22<br>5/24-6/23/22<br>5/21-6/22/22   | 0.00<br>0.00<br>0.00<br>0.00   | 31.25<br>598.67<br>30.41<br>660.33  |
| 1011010 67871   | 07/01/22 7382   | ABS TECHNOLOGY SOLUTIONS   | 0164  | AGMT# 025-1499967-000  | 0.00   | 151.90  |
| 1011010 67872 | 07/01/22 000111<br>07/01/22 000111 | TRI-COUNTY ELECTRIC COOPTRI-COUNTY ELECTRIC COOPTRI-CO | 0165<br>0261<br>0192<br>0192<br>0192<br>0451-0P<br>0522<br>0162<br>0463<br>0463<br>0513<br>0513 | 5/14-6/15/22<br>5/14-6/15/22<br>5/14-6/15/22<br>5/14-6/15/22<br>5/14-6/15/22<br>5/14-6/15/22<br>5/14-6/15/22<br>5/20-6/23/22<br>5/23-6/24/22<br>4/13-5/12/22<br>5/12-6/14/22<br>4/13-5/12/22<br>5/12-6/14/22<br>4/9-5/9/22<br>5/9-6/9/22 | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 53.85<br>345.19<br>122.65<br>33.99<br>45.06<br>176.97<br>22.97<br>30.77<br>13.29<br>13.54<br>68.88<br>70.13<br>143.10<br>166.90<br>1,307.29 |
| 1011010 67873<br>1011010 67873<br>TOTAL CHECK   | 07/05/22 002928<br>07/05/22 002928  | AFLAC<br>AFLAC   | 001<br>001  | DED:1500 AFLAC<br>DED:1501 AFLAC-PT  | 0.00<br>0.00<br>0.00   | 241.96<br>806.44<br>1,048.40  |
| 1011010 67874<br>1011010 67874  | 07/05/22 003066<br>07/05/22 003066  | LIBERTY NATIONAL<br>LIBERTY NATIONAL   | 001<br>001  | DED:1601 LIBERTY<br>DED:1600 LIBERTY-PT  | 0.00   | 19.56<br>143.43   |



PAGE NUMBER: 1

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD: 10/22

FUND - 810 - CLEARING/DISBURSEMENT FD

| CASH ACCT CHECK NO  | ISSUE DT VENDOR  | NAME  | FD/DEPT  | DESCRIPTION  | SALES TAX  | AMOUNT   |
|---|--|---|--|--|--|--|
| TOTAL CHECK   |  |   |  |  | 0.00   | 162.99   |
| 1011010 67875   | 07/05/22 L2181025  | NATIONWIDE RETIREMENT SO  | 001  | DED:2002 DEFER.COMP  | 0.00   | 660.00   |
| 1011010 67876   | 07/05/22 7499  | THE CHAPTER13 TRUSTEE   | 001  | DED:1813 GARNISHMNT  | 0.00   | 144.00   |
| 1011010 67877   | 07/05/22 L2183150  | UNITED WAY OF THE BIG BE  | 001  | DED:2001 UNITED WAY  | 0.00   | 40.00  |
| 1011010 67878   | 07/05/22 7827  | RACHEL HIGGS  | 001  | DIRECT DEPOSIT RETURN  | 0.00   | 69.26  |
| 1011010 67880 | 07/08/22 000112<br>07/08/22 000112 | 660 - CONSOLIDATED COMMU | 0500<br>0430<br>0192<br>0250<br>0500<br>0118<br>0261<br>0261<br>0261<br>0261<br>0261<br>0262<br>0430<br>0489<br>0261<br>0261<br>0111<br>0500<br>0160<br>0261<br>0171<br>0277<br>0350<br>0114<br>0192<br>0106<br>0118<br>0261<br>0192<br>0106<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0160<br>0489<br>0489 | COUNTY JUDGE 7/1-7/31/22 | 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| 56.22<br>271.92<br>52.16<br>148.55<br>198.57<br>41.48<br>57.72<br>89.94<br>26.23<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>23.73<br>25.97<br>46.95<br>69.56<br>334.78<br>48.48<br>48.48<br>48.48<br>48.48<br>48.73<br>11.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75<br>21.75 |
| 1011010 67881   | 07/08/22 000072  | BIG BEND WATER AUTHORITY  | 0165   | 5/31-6/28/22   | 0.00   | 235.77   |
| 1011010 67882<br>1011010 67882<br>1011010 67882   | 07/08/22 000063<br>07/08/22 000063<br>07/08/22 000063  | CITY OF PERRY<br>CITY OF PERRY<br>CITY OF PERRY   | 0172<br>0164<br>0123   | 5/12-6/14/22<br>5/3-6/2/22<br>5/4-6/3/22   | 0.00<br>0.00<br>0.00   | 22.00<br>84.35<br>48.00  |

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#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD: 10/22

FUND - 810 - CLEARING/DISBURSEMENT FD

| CASH ACCT CHECK NO  | ISSUE DT VENDOR  | NAME   | FD/DEPT  | DESCRIPTION  | SALES TAX  | AMOUNT   |
|---|--|--|--|--|--|--|
| 1011010 67882<br>1011010 67882<br>1011010 67882<br>1011010 67882<br>TOTAL CHECK   | 07/08/22 000063<br>07/08/22 000063<br>07/08/22 000063<br>07/08/22 000063   | CITY OF PERRY<br>CITY OF PERRY<br>CITY OF PERRY<br>CITY OF PERRY   | 0162<br>0160<br>0160<br>0383   | 5/12-6/14/22<br>5/3-6/2/22<br>5/3-6/2/22<br>5/5-6/7/22   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00   | 76.46<br>212.35<br>159.06<br>108.24<br>710.46  |
| 1011010 67883<br>1011010 67883<br>1011010 67883<br>TOTAL CHECK  | 07/08/22 000110<br>07/08/22 000110<br>07/08/22 000110  | DUKE ENERGY FLORIDA, INC<br>DUKE ENERGY FLORIDA, INC<br>DUKE ENERGY FLORIDA, INC   | 0473   | 3/28-5/25/22<br>5/4-6/28/22<br>5/27-6/28/22  | 0.00<br>0.00<br>0.00<br>0.00   | 323.94<br>827.36<br>827.10<br>1,978.40   |
| 1011010 67884<br>1011010 67884<br>TOTAL CHECK   | 07/08/22 000111<br>07/08/22 000111   | TRI-COUNTY ELECTRIC COOP<br>TRI-COUNTY ELECTRIC COOP   |  | 4/23-5/23/22<br>5/23-6/24/22   | 0.00<br>0.00<br>0.00   | 66.50<br>69.34<br>135.84   |
| 1011010 67885   | 07/08/22 5096  | WASTE PRO - TALLAHASSEE  | 0160   | INV# 0002324303  | 0.00   | 244.77   |
| 1011010 67886   | 07/12/22 000112  | 660 - CONSOLIDATED COMMU   | 0260   | 6/1-6/30/22  | 0.00   | 33.78  |
| 1011010 67887   | 07/12/22 001887  | ADVANCED BUSINESS SYSTEM   | 0283   | ACCT# UF08   | 0.00   | 271.45   |
| 1011010 67888<br>1011010 67888<br>1011010 67888<br>1011010 67888<br>1011010 67888<br>TOTAL CHECK  | 07/12/22 001197<br>07/12/22 001197<br>07/12/22 001197<br>07/12/22 001197<br>07/12/22 001197  | ADVANCED REFRIGERATION &   | 0473<br>0489<br>0489   | FAN MOTOR AND CAP<br>ICE MACHINE REPAIR<br>LEAK SEARCH - ACCESSIB<br>R22 REFRIGERANT<br>DIAGNOSTIC FEE   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00   | 167.50<br>470.00<br>125.00<br>315.00<br>180.00<br>1,257.50   |
| 1011010 67889<br>1011010 67889<br>TOTAL CHECK   | 07/12/22 004114<br>07/12/22 004114   | AIRGAS SOUTH, INC.<br>AIRGAS SOUTH, INC.   | 0172<br>0172   | OXYGEN BOTTLE REFILL<br>ACETELYNE BOTTLE REFIL   | 0.00<br>0.00<br>0.00   | 20.50<br>27.55<br>48.05  |
| 1011010 67890<br>1011010 67890<br>1011010 67890<br>TOTAL CHECK  | 07/12/22 7396<br>07/12/22 7396<br>07/12/22 7396  | ALLSTAR GARAGE DOORS OF<br>ALLSTAR GARAGE DOORS OF<br>ALLSTAR GARAGE DOORS OF  | 0192   | EVALUATION - LABOR AND<br>SERVICE CALL TRAVEL /<br>DOOR REMOVAL REMOVAL L  | 0.00<br>0.00<br>0.00<br>0.00   | 292.00<br>200.00<br>468.00<br>960.00   |
| 1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892           1011010         67892 | 07/12/22 7474<br>07/12/22 7474 | AMAZON CAPITAL SERVICES, | 0237<br>0237<br>0237<br>0237<br>0237<br>0261<br>0237<br>0237<br>0237<br>0237<br>0237<br>0237 | ASIN - B01D3FOIR4 - LG CORDLESS VACUUM BATTER CORDLESS VACUUM BATTER LOGITECH ADVANCED WIRE PHONE CASE FOR GALAXY INDEX CARDS BEASYJOY FOR IPHONE 12 BUSINESS CARD HOLDER HIGHLIGHTERS BUSINESS CARD HOLDER SWIFFER WET JET REFILL SWIFFER WET PADS BLACK GEL PENS SWIFFER DUSTERS KLEENEX | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 378.29<br>11.26<br>99.99<br>54.99<br>29.99<br>5.39<br>28.99<br>11.32<br>5.47<br>17.89<br>61.20<br>20.34<br>18.80<br>10.36<br>22.08 |

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#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD:  $10/22\,$ 

| CASH ACCT          | CHECK NO       | ISSUE DT VENDOR                | NAME   | FD/DEPT | DESCRIPTION  | SALES TAX  | AMOUNT          |
|--------------------|----------------|--------------------------------|--|---------|--|--|-----------------|
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0237    | BLUE GEL INK PENS MINI NOTE PADS AQUEON TROPICAL FISH F POYEE POND NETTING, 6. FLORIDA 10 SPECIES PLA PATIOER 34 PIECE AIR S PENN-PLAX STANDARD AIR AUQUANEAT AIR PUMP API STRESS COAT, WATER EASYTEST WATER TEST ST GREPOL-V 5 INCH FISH N FREESEA GRAVEL CLEANER ESTIMATED SHIPPING/HAN MAILING ENVELOPES BOX MAGNETIC HOOKS PACK OF SHIPPING LABLES FOR IN SHARP EL-1801V PRINTIN ESTIMATED SHIPPING/HAN 20 FOOT EXTENSION CORD 10 FOOT EXTENSION CORD 11 FOOT EXTENSION CORD 12 FOOT EXTENSION CORD 13 FOOT EXTENSION CORD 14 FOOT EXTENSION CORD 15 FOOT EXTENSION CORD 16 PACK FOLDABLE CUBE S ASIN - B08ZWPLJZP - WE STORAGE CONTAINERS STE BULK BLACK PENS FOR PU SCOTCH TAPE ROLL OF 16 ESTIMATED SHIPPING/HAN 2 PK TRAILER TIRE ON R ASIN-B078PKYRS7 - MOTI ASIN B093H91W1F - OSAL PUMP SOLENOID CURTAIN SKIDGER XTREME WEEDER TERRAKING IMATCH QUICK SKIDGER XTREME WEEDER OFFICE CHAIR COVER ASIN - B08MTN8SR4 - OU CREDIT WARDROBE/ LOCKER MONITOR MOUNT 108" CURTAIN WIFI ROUTER CLOSING DOOR HINGE CURTAIN ROD | 0.00   | 11.99           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0237    | MINI NOTE PADS   | 0.00   | 21.99           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0277    | AQUEON TROPICAL FISH F   | 0.00   | 14.99           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0277    | POYEE POND NETTING, 6.   | 0.00   | 13.69           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0277    | FLORIDA 10 SPECIES PLA   | 0.00   | 59.90           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0277    | PATIOER 34 PIECE AIR S   | 0.00   | 22.99           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0277    | PENN-PLAX STANDARD AIR   | 0.00   | 6.92            |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0277    | AUQUANEAT AIR PUMP   | 0.00   | 34.99           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0277    | API STRESS COAT, WATER   | 0.00   | 9.59            |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0277    | EASYTEST WATER TEST ST   | 0.00   | 11.98           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 02//    | GREPOL-V 5 INCH FISH N   | 0.00   | 21.98           |
| 1011010            | 67892<br>67892 | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 02//    | FREESEA GRAVEL CLEANER   | 0.00   | 18.99           |
| 1011010<br>1011010 | 67892          | 07/12/22 7474<br>07/12/22 7474 | AMAZON CAPITAL SERVICES,                             | 0277    | ESTIMATED SHIPPING/HAN   | 0.00   | 16.95           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,<br>AMAZON CAPITAL SERVICES, | 0430    | MACHETIC HOOKE BACK OF   | 0.00   | 13.17           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0430    | CHIEDRING LABLES FOR TH  | 0.00<br>0.00   | 14.99<br>11.95  |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0430    | SHAPP EL 1801V DETATTAL  | 0.00   | 59.39           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0430    | ESTIMATED SHIPDING /HAN  | 0.00   | 8.21            |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0283    | 20 FOOT EXTENSION CORD   | 0.00   | 32,24           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0283    | 10 FOOT EXTENSION CORD   | 0.00   | 29.19           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0283    | 6 PACK FOLDABLE CUBE S   | 0.00   | 47.94           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0170    | ASIN - BO8ZWPLJZP - WE   | 0.00   | 277 14          |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0430    | STORAGE CONTAINERS STE   | 0.00   | 34.99           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0430    | BULK BLACK PENS FOR PU   | 0.00   | 31.20           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0430    | SCOTCH TAPE ROLL OF 16   | 0.00   | 8.89            |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0430    | ESTIMATED SHIPPING/HAN   | 0.00   | 15.22           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0330    | 2 PK TRAILER TIRE ON R   | 0.00   | 489.92          |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0164    | ASIN-B078PKYRS7 - MOTI   | 0.00   | 22.89           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0164    | ASIN B093H91W1F - OSAL   | 0.00   | 16.99           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0191    | PPUMP SOLENOID   | 0.00   | 60.40           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0192    | CURTAIN  | 0.00   | 47.98           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0191    | LIGHT FIXTURE  | 0.00   | 309.75          |
| 1011010<br>1011010 | 67892<br>67892 | 07/12/22 7474<br>07/12/22 7474 | AMAZON CAPITAL SERVICES,                             | 0192    | 72" CURIAIN  | 0.00   | 95.96           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0172    | SKIDGEK XIKEME WEEDEK  | 0.00   | -99.98          |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES, AMAZON CAPITAL SERVICES,    | 0172    | SKIDGER VIREME WEEDER  | 0.00   | 36.79<br>108.56 |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 01/2    | DEETCE CHATE COVER   | 0.00   | 15.88           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0210    | ASTN - RORMINSSPA - OH   | 0.00   | 179,99          |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0192    | CREDIT   | 0.00   | -910.56         |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0192    | WARDROBE/ LOCKER   | 0.00   | 910.56          |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES.                             | 0192    | MONITOR MOUNT  | 0.00   | 18.59           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0192    | 108" CURTAIN   | 0.00   | 107.96          |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0192    | WIFI ROUTER  | 0.00   | 49.98           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0192    | CLOSING DOOR HINGE   | 0.00   | 11.19           |
| 1011010            | 67892          | 07/12/22 7474                  | AMAZON CAPITAL SERVICES,                             | 0192    | CURTAIN ROD  | 0.00   | 31.96           |
| TOTAL CHE          | .CK            |                                |  |         |  | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 3,132.64        |
| 1011010            | 67893          | 07/12/22 001327                | ANDERSON COLUMBIA COMPAN                             | 0349    | PROJECT 2016-011-ENG   | 0.00   | 97,911.60       |
| 1011010            | 67894          | 07/12/22 001851                | AT&T - ATLANTA                                       | 0237    |  | 0.00   | 615.00          |
|                    |                |                                |  |         | 332 MOZ-0341 000 1300  | 0.00   | 010.00          |
| 1011010            | 67895          | 07/12/22 002869                | BATTERY DISTRIBUTORS SOL                             | 0192    | 65CP BATTERY   | 0.00   | 250.64          |

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD: 10/22

| CASH ACCT CHECK NO   | ISSUE DT VENDOR   | NAME  | FD/DEPT  | DESCRIPTION  | SALES TAX  | AMOUNT  |
|--|---|---|--|--|--|---|
| 1011010 67895<br>TOTAL CHECK   | 07/12/22 002869   | BATTERY DISTRIBUTORS SOU  | 0192   | BATTERY FEE  | 0.00   | 3.00<br>253.64  |
| 1011010 67896  | 07/12/22 002171   | BIG BEND TRANSIT, INC.  | 0423   | 5/1-5/30 SHUTTLE SVC   | 0.00   | 3,920.00  |
| 1011010 67897<br>1011010 67897<br>TOTAL CHECK  | 07/12/22 7799<br>07/12/22 7799  | BRIGHTLINE AV<br>BRIGHTLINE AV  | 0489-01<br>0489-01                                   | (1) EQUIPMENT RACK (LO LABOR AND INSTALLATION  | 0.00<br>0.00<br>0.00                                 | 15,850.00<br>8,987.00<br>24,837.00                                    |
| 1011010 67898  | 07/12/22 7775   | BRC SPORTS, LLC   | 0472   | TURNKEY INSTALLATION O   | 0.00   | 79,233.00   |
| 1011010 67899<br>1011010 67899<br>1011010 67899<br>1011010 67899<br>1011010 67899<br>TOTAL CHECK                                   | 07/12/22 000116<br>07/12/22 000116<br>07/12/22 000116<br>07/12/22 000116<br>07/12/22 000116                                       | CASHWAY BLDG.PRODUCTS OF<br>CASHWAY BLDG.PRODUCTS OF<br>CASHWAY BLDG.PRODUCTS OF<br>CASHWAY BLDG.PRODUCTS OF<br>CASHWAY BLDG.PRODUCTS OF  | 0277<br>0498<br>0498                                 | RIVER ROCK, .5 CU FT<br>300 GALLON STOCK TANK<br>BRS HANDRAIL BRACKET<br>WOOD RND HANDRAIL<br>8" PIPE PLUG | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00         | 56.34<br>329.99<br>29.16<br>17.94<br>159.96<br>593.39                 |
| 1011010 67900<br>1011010 67900<br>TOTAL CHECK  | 07/12/22 003248<br>07/12/22 003248  | CAUSSEAUX, HEWETT & WALP<br>CAUSSEAUX, HEWETT & WALP  |  | TWO ENG_CHW-04 TWO ENG_CHW-04  | 0.00<br>0.00<br>0.00                                 | 2,420.08<br>104.07<br>2,524.15  |
| 1011010 67901  | 07/12/22 004389   | CENTURYLINK   | 0164   | ACCT- 58514406   | 0.00   | 25.00   |
| 1011010 67902<br>1011010 67902<br>1011010 67902<br>1011010 67902<br>1011010 67902<br>1011010 67902<br>1011010 67902<br>TOTAL CHECK | 07/12/22 004749<br>07/12/22 004749<br>07/12/22 004749<br>07/12/22 004749<br>07/12/22 004749<br>07/12/22 004749<br>07/12/22 004749 | CINTAS CORPORATION #148<br>CINTAS CORPORATION #148<br>CINTAS CORPORATION #148<br>CINTAS CORPORATION #148<br>CINTAS CORPORATION #148<br>CINTAS CORPORATION #148<br>CINTAS CORPORATION #148 | 0170<br>0170<br>0260<br>0261<br>0260<br>0261<br>0170 | COURTHOUSE COURTHOUSE SOLID WASTE SOLID WASTE SOLID WASTE SOLID WASTE COURTHOUSE                           | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 35.00<br>35.00<br>23.43<br>46.80<br>23.43<br>46.80<br>35.00<br>245.46 |
| 1011010 67903  | 07/12/22 5976   | CITY ELECTRIC SUPPLY, IN  | 0200   | FUSION 15W LED BYPASS  | 0.00   | 350.00  |
| 1011010 67904<br>1011010 67904<br>TOTAL CHECK  | 07/12/22 000063<br>07/12/22 000063  | CITY OF PERRY<br>CITY OF PERRY  | 0229<br>0229   | JUNE 2022 ACCESS<br>JUNE 2022 ACCESS   | 0.00<br>0.00<br>0.00                                 | 355.00<br>48.00<br>403.00   |
| 1011010 67905<br>1011010 67905<br>TOTAL CHECK  | 07/12/22 7820<br>07/12/22 7820  | CRYSTAL TRACTOR LLC<br>CRYSTAL TRACTOR LLC  | 0261<br>0261   | CONTROLLER PART #7J419<br>ESTIMATED SHIPPING/HAN   | 0.00<br>0.00<br>0.00                                 | 286.33<br>20.82<br>307.15   |
| 1011010 67906  | 07/12/22 6180   | DANA SOUTHERLAND  | 0902   | JULY REQUISITION   | 0.00   | 50,034.66   |
| 1011010 67907  | 07/12/22 5891   | DAVIS, SCHNITKER, REEVES&B  | 0106   | STEINHATCHEE LANDINGS  | 0.00   | 1,212.50  |
| 1011010 67908  | 07/12/22 003797   | DELL MARKETING L.P.   | 0328   | DELL MEMORY UPGRADE -  | 0.00   | 736.64  |
| 1011010 67909  | 07/12/22 7167   | THOMAS DEMPS  | 0105   | CHAIRMAN EXPENSES  | 0.00   | 50.00   |
| 1011010 67910  | 07/12/22 002300   | STATE OF FLORIDA  | 0237   | ACCT# F10-20296  | 0.00   | 674.30  |

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD:  $10/22\,$ 

FUND - 810 - CLEARING/DISBURSEMENT FD

| CASH ACCT CHECK NO   | ISSUE DT VENDOR  | NAME   | FD/DEPT                              | DESCRIPTION   | SALES TAX                                    | AMOUNT  |
|--|--|--|--------------------------------------|---|--|---|
| 1011010 67910<br>1011010 67910<br>TOTAL CHECK  | 07/12/22 002300<br>07/12/22 002300   | STATE OF FLORIDA<br>STATE OF FLORIDA   | 0719<br>0601                         | ACCT- DI3-130411314<br>ACCT- DI7-133094942  | 0.00<br>0.00<br>0.00                         | 1.22<br>0.57<br>676.09                                      |
| 1011010 67911  | 07/12/22 000126  | DOCTORS' MEMORIAL HOSPIT   | 0111                                 | MAY DRUG SCREENS  | 0.00   | 120.00  |
| 1011010 67912  | 07/12/22 6394  | DS WATERS OF AMERICA, IN   | 0430                                 | ACCT- 20987373508658  | 0.00   | 60.41   |
| 1011010 67913  | 07/12/22 6888  | EMERGENCY EDUCATIONAL IN   | 0192                                 | C. HALL BLS INSTRUCTOR  | 0.00   | 25.00   |
| 1011010 67914  | 07/12/22 7206  | FLORIDA SHERIFFS ASSOCIA   | 0181                                 | FSA 7/24-27 M.TOMPKIN   | 0.00   | 350.00  |
| 1011010 67915  | 07/12/22 7206  | FLORIDA SHERIFFS ASSOCIA   | 0181                                 | FSA 7/24-27 PADGETT   | 0.00   | 350.00  |
| 1011010 67916<br>1011010 67916<br>TOTAL CHECK  | 07/12/22 6816<br>07/12/22 6816   | GOVERNMENT SERVICES GROU<br>GOVERNMENT SERVICES GROU   |                                      | SHIP PROGRAM ADMINISTR<br>SHIP PROGRAM ADMINISTR  | 0.00<br>0.00<br>0.00                         | 2,916.67<br>5,833.30<br>8,749.97                            |
| 1011010 67917<br>1011010 67917<br>1011010 67917<br>1011010 67917<br>1011010 67917<br>TOTAL CHECK   | 07/12/22 7821<br>07/12/22 7821<br>07/12/22 7821<br>07/12/22 7821<br>07/12/22 7821<br>07/12/22 7821             | G&S NURSERY G&S NURSERY G&S NURSERY G&S NURSERY G&S NURSERY G&S NURSERY  | 0472<br>0472<br>0472<br>0472<br>0472 | 15LICWP CRAPE MYRTLE ' 3LSCHS CORAL HONEYSUCK 7LCPS-A LOROPETALUM PL ESTIMATED SHIPPING/HAN 3LSCHS CORAL HONEYSUCK    | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 2,844.00<br>375.00<br>84.00<br>300.00<br>375.00<br>3,978.00 |
| 1011010 67918<br>1011010 67918<br>TOTAL CHECK  | 07/12/22 6426<br>07/12/22 6426   | GULF COAST PLUMBING&ELEC<br>GULF COAST PLUMBING&ELEC   |                                      | A/C COPACITOR<br>CLOSET FLANGE 3/4 OFFS   | 0.00<br>0.00<br>0.00                         | 69.95<br>11.49<br>81.44                                     |
| 1011010 67919<br>1011010 67919<br>1011010 67919<br>TOTAL CHECK                                     | 07/12/22 6462<br>07/12/22 6462<br>07/12/22 6462  | HARRIS CORPORATION - PSP<br>HARRIS CORPORATION - PSP<br>HARRIS CORPORATION - PSP   | 0192                                 | ACCT-35560/JUNE 2022<br>ACCT-35560/JUNE 2022<br>ACCT-35467/JUNE 2022  | 0.00<br>0.00<br>0.00<br>0.00                 | 396.00<br>318.00<br>143.00<br>857.00                        |
| 1011010 67920<br>1011010 67920<br>TOTAL CHECK  | 07/12/22 003645<br>07/12/22 003645   | J.B.'S TIRE & REPAIR SER<br>J.B.'S TIRE & REPAIR SER   |                                      | NEW TRAILER TIRE 205/7<br>FLORIDA TIRE POLUTION   | 0.00<br>0.00<br>0.00                         | 125.25<br>1.00<br>126.25                                    |
| 1011010 67921  | 07/12/22 000873  | JACK'S BOATS & TRAILERS,   | 0172                                 | 25" 4 LEAF TRAILER SPR  | 0.00   | 79.99   |
| 1011010 67922  | 07/12/22 003151  | JIMBOB PRINTING, INC.  | 0105                                 | TWO SIDED BUSINESS CAR  | 0.00   | 60.00   |
| 1011010 67923  | 07/12/22 000068  | KONE, INC.   | 0160                                 | 6/1-6/30 COURTHOUSE   | 0.00   | 1,229.58  |
| 1011010 67924  | 07/12/22 7754  | LISA STRANGE   | 0283                                 | 6/30 TRAINING   | 0.00   | 73.24   |
| 1011010 67925<br>1011010 67925<br>1011010 67925<br>1011010 67925<br>1011010 67925<br>1011010 67925 | 07/12/22 003309<br>07/12/22 003309<br>07/12/22 003309<br>07/12/22 003309<br>07/12/22 003309<br>07/12/22 003309 | LIVE OAK PEST CONTROL, I<br>LIVE OAK PEST CONTROL, I | 0172<br>0498<br>0174<br>0165         | 6/23 AIRPORT<br>6/23 CAP BLDG<br>6/16 SHADY GROVE COMM<br>6/10 DL OFFICE<br>6/22 STEIN COMM CTR<br>6/7 ANIMAL CONTROL | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 13.50<br>13.50<br>13.50<br>13.50<br>13.50<br>13.50          |

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#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD:  $10/22\,$ 

| CASH ACCT CHECK NO  | ISSUE DT VENDOR   | NAME   | FD/DEPT  | DESCRIPTION  | SALES TAX  | AMOUNT   |
|---|---|--|--|--|--|--|
| TOTAL CHECK   |   |  |  |  | 0.00   | 81.00  |
| 1011010 67926<br>1011010 67926<br>TOTAL CHECK   | 07/12/22 7113<br>07/12/22 7113  | MALWAREBYTES CORPORATION<br>MALWAREBYTES CORPORATION   |  | MALWAREBYTES ENDPOINT<br>MALWAREBYTES ENDPOINT   | 0.00<br>0.00<br>0.00   | 1,182.96<br>260.80<br>1,443.76   |
| 1011010 67927 | 07/12/22 003852<br>07/12/22 003852 | MOORE MEDICAL CORPORATION MOORE MEDICAL CORP | 0 0200<br>0 0200 | FINANCE CHARGE 798209 MEDIKOFT COUGH 1111737 BISMUTH TAB 10 1122691 MAGNESIUM CITR 454621 6" ELASTIC BAND 454620 4" ELASTIC BAND 564474 MICONAZOLE 7 CR 864441 MILK OF MAGNESI 111735 IBUPROFEN 200M FUEL SURCHARGE 337028 TRIPLE ANT CREA 1083566 DRUG SCREEN 13 FINANCE CHARGE FUEL SURCHARGE 49176 ALCOHOL ISOPROPY 142779 HYDROGEN PEROX 1011093 HEMMORRHORIDAL 111735 IBUPROFIN 200M 357004 PADLOCK SEAL R 785468 Q TIP COTTON 717172 FOLDER 2 FSTR L | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 11.25<br>40.38<br>48.02<br>14.60<br>36.94<br>29.44<br>28.62<br>16.65<br>137.70<br>1.35<br>46.10<br>361.12<br>19.89<br>1.35<br>15.36<br>9.48<br>23.22<br>220.32<br>35.37<br>55.70<br>223.44<br>1,376.30 |
| 1011010 67928<br>1011010 67928<br>TOTAL CHECK   | 07/12/22 6878<br>07/12/22 6878  | NABORS GIBLIN & NICKERSO<br>NABORS GIBLIN & NICKERSO   |  | PHASE 2 OF THE SOLID W<br>ASSESSMENT PROGRAM UPD   | 0.00<br>0.00<br>0.00   | 2,250.00<br>5,000.00<br>7,250.00   |
| 1011010 67929   | 07/12/22 7525   | NATIONAL ASSOC. OF EXT.4   | 0283   | NATIONAL 4-H CONF  | 0.00   | 475.00   |
| 1011010 67930   | 07/12/22 5258   | NORTH FLORIDA MEDICAL CE   | 0200   | 5/3 E. PORTER  | 0.00   | 194.00   |
| 1011010 67931   | 07/12/22 7489   | NORTH FLORIDA PROFESSION   | 0349   | TASK ORDER NO TWO_CEI_   | 0.00   | 17,050.00  |
| 1011010 67932   | 07/12/22 5691   | OMNI CHAMPIONS GATE RESO   | 0181   | 7/24-27 W. PADGETT   | 0.00   | 567.00   |
| 1011010 67933   | 07/12/22 5691   | OMNI CHAMPIONS GATE RESO   | 0181   | 7/24-27 TOMPKINS   | 0.00   | 567.00   |
| 1011010 67934   | 07/12/22 000166   | KETCHUM, WOOD, AND BURGE   | 0150   | 6/22 BILLING PERIOD  | 0.00   | 22,211.00  |
| 1011010     67935       1011010     67935       1011010     67935       1011010     67935       1011010     67935       1011010     67935       1011010     67935       1011010     67935   | 07/12/22 000082<br>07/12/22 000082<br>07/12/22 000082<br>07/12/22 000082<br>07/12/22 000082<br>07/12/22 000082<br>07/12/22 000082<br>07/12/22 000082  | PERRY AUTO SUPPLY, INC.  | 0261   | OIL FILTER 1 2 6PT SKT-DP 15 16 12DR 12PT SKT-1516 CABIN AIR FILTER FUEL FILTER ROT T4 10w30 - 1 GALLO EAGS21SP GROUND PLUG  | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00   | 34.78<br>5.49<br>4.39<br>29.49<br>108.99<br>83.76<br>80.11   |

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD:  $10/22\,$ 

FUND - 810 - CLEARING/DISBURSEMENT FD

| CASH ACCT CHE   | ECK NO  | ISSUE DT VENDOR   | NAME   | FD/DEPT  | DESCRIPTION   | SALES TAX   | AMOUNT  |
|---|---|---|--|--|---|---|---|
| TOTAL CHECK   |   |   |  |  |   | 0.00  | 347.01  |
| 1011010 6   | 67936<br>67936<br>67936                                     | 07/12/22 000124<br>07/12/22 000124<br>07/12/22 000124   | PERRY NEWSPAPERS, INCORP<br>PERRY NEWSPAPERS, INCORP<br>PERRY NEWSPAPERS, INCORP   | 1200   | 6/24 PLANNING BOARD<br>6/10 HOUSING NOTICE<br>6/8&6/15 NOTICE REQ   | 0.00<br>0.00<br>0.00<br>0.00                                | 63.04<br>120.50<br>142.59<br>326.13   |
| 1011010 6   | 67937   | 07/12/22 000608   | PHOTOS, FRAMES & TROPHIE   | 0283   | NAME TAG FOR MASTER GA  | 0.00  | 8.50  |
| 1011010 6<br>1011010 6<br>1011010 6<br>1011010 6<br>1011010 6 | 67938<br>67938<br>67938<br>67938<br>67938<br>67938          | 07/12/22 6189<br>07/12/22 6189<br>07/12/22 6189<br>07/12/22 6189<br>07/12/22 6189<br>07/12/22 6189<br>07/12/22 6189 | PLAYCORE HOLDINGS, INC.<br>PLAYCORE HOLDINGS, INC.<br>PLAYCORE HOLDINGS, INC.<br>PLAYCORE HOLDINGS, INC.<br>PLAYCORE HOLDINGS, INC.<br>PLAYCORE HOLDINGS, INC.<br>PLAYCORE HOLDINGS, INC.        | 0472<br>0472<br>0472<br>0472<br>0472<br>0472<br>0472 | #C453512 GT-SHADE-45'X<br>5-STAR PLUS-FREESTANDI<br>5-STAR PLUS-SHADE FOOT<br>5-STAR PLUS-LULL FORKL<br>5-STAR PLUS-SIGNED/SEA<br>MATERIAL SURCHARGE<br>FREIGHT | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.0 | 17,270.85<br>11,750.00<br>1,980.00<br>1,650.00<br>995.00<br>2,305.37<br>1,774.40<br>37,725.62 |
| 1011010 6   | 67939   | 07/12/22 003832   | PONDER'S   | 0430   | COPY PAPER  | 0.00  | 171.96  |
| 1011010 6   | 67940<br>67940<br>67940                                     | 07/12/22 6387<br>07/12/22 6387<br>07/12/22 6387   | PPM SPORTS TURF, LLC. PPM SPORTS TURF, LLC. PPM SPORTS TURF, LLC.  | 0473<br>0473<br>0473                                 | FERTILIZATION 2<br>SUMMER PRE POST<br>POSTEMERGENCE 1   | 0.00<br>0.00<br>0.00<br>0.00                                | 2,116.25<br>3,081.26<br>2,793.45<br>7,990.96  |
| 1011010 6   | 67941   | 07/12/22 5779   | PUBLIC DEFENDER I.T.   | 0603   | 21/22 JULY  | 0.00  | 875.00  |
|   | 67942<br>67942  | 07/12/22 002624<br>07/12/22 002624  | PUBLIC DEFENDER OCCUPANC<br>PUBLIC DEFENDER OCCUPANC   |  | 21/22 JULY<br>21/22 JULY  | 0.00<br>0.00<br>0.00  | 784.92<br>221.41<br>1,006.33  |
|   | 67943<br>67943  | 07/12/22 7818<br>07/12/22 7818  | SIGNATURE AVIATION HOLDI<br>SIGNATURE AVIATION HOLDI   |  | M4000 CARD READER<br>SHIPPING   | 0.00<br>0.00<br>0.00  | 300.00<br>28.18<br>328.18   |
| 1011010 6   | 67944   | 07/12/22 7822   | QUALITY LANDSCAPING LAWN   | 0472   | INSTALLATION OF LANDSC  | 0.00  | 3,500.00  |
| 1011010 6   | 67945   | 07/12/22 6924   | RONALD MILLER  | 0489-01  | FCH SOUND STAGE POWER   | 0.00  | 7,500.00  |
|   | 67946<br>67946  | 07/12/22 7476<br>07/12/22 7476  | RICKY RESCUE TRAINING AC<br>RICKY RESCUE TRAINING AC   |  | FLORIDA TRAINING MANAG<br>BUILDING CONSTRUCTION   | 0.00<br>0.00<br>0.00  | 150.00<br>150.00<br>300.00  |
| 1011010 6<br>1011010 6<br>1011010 6<br>1011010 6<br>1011010 6 | 67947<br>67947<br>67947<br>67947<br>67947<br>67947<br>67947 | 07/12/22 7475<br>07/12/22 7475<br>07/12/22 7475<br>07/12/22 7475<br>07/12/22 7475<br>07/12/22 7475<br>07/12/22 7475 | SCHWAB BROTHERS HYDRAULI<br>SCHWAB BROTHERS HYDRAULI<br>SCHWAB BROTHERS HYDRAULI<br>SCHWAB BROTHERS HYDRAULI<br>SCHWAB BROTHERS HYDRAULI<br>SCHWAB BROTHERS HYDRAULI<br>SCHWAB BROTHERS HYDRAULI | 0261<br>0261<br>0192<br>0192<br>0192                 | SWITCH, BATTERY DISCON<br>SHOP SUPPLIES<br>CHECK FOR ELECTRICAL C<br>DASH CLUSTER - REPLACE<br>RIGHT REAR DRUM<br>SHOP SUPPLIES<br>LABOR                        | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.0 | 99.14<br>8.50<br>200.00<br>1,512.00<br>429.70<br>8.50<br>450.00<br>2,707.84                   |

PAGE NUMBER: 8

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER:

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD: 10/22

| CASH ACCT CHECK   | O ISSUE DT VENDOR  | NAME   | FD/DEPT  | DESCRIPTION  | SALES TAX   | AMOUNT   |
|---|--|--|--|--|---|--|
| 1011010 6794<br>1011010 6794<br>TOTAL CHECK   |  | APALACHEE BAY MARINE SER<br>APALACHEE BAY MARINE SER   |  | AUCILLA RIVER LIGHT SY<br>PHAROS MARINE: PMAPI-S   | 0.00<br>0.00<br>0.00  | 1,125.00<br>1,926.25<br>3,051.25   |
| 1011010 6794  | 9 07/12/22 000083  | SHAW'S WELDING, INC.   | 0261   | WELD ALUMINUM FAN SHRO   | 0.00  | 125.00   |
| 1011010 6795  | 07/12/22 6721  | STATE ATTORNEY'S OFFICE  | 0602   | JULY 2022  | 0.00  | 833.67   |
| 1011010 6795  | 07/12/22 6722  | STATE ATTORNEY'S OFFICE  | 0602   | JULY 2022  | 0.00  | 2,807.38   |
| 1011010 6795  | 2 07/12/22 7168  | STATE ATTORNEY'S OFFICE-   | 0602-В   | JULY REQUISITION   | 0.00  | 1,504.91   |
| 1011010 6795<br>1011010 6795<br>1011010 6795<br>1011010 6795<br>1011010 6795<br>1011010 6795<br>1011010 6795<br>1011010 6795<br>TOTAL CHECK | 3 07/12/22 6950<br>3 07/12/22 6950<br>6 07/12/22 6950<br>7 07/12/22 6950<br>7 07/12/22 6950<br>7 07/12/22 6950 | STUDSTILL'S OF PERRY, IN | 0160<br>  0160<br>  0160<br>  0160<br>  0160<br>  0160 | INMATE BLANKET JUNE 20 JUNE BLANKET PURCHASE | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.0 | 111.14<br>18.99<br>12.48<br>28.98<br>10.32<br>28.27<br>1.99<br>46.95<br>259.12 |
| 1011010 6795  | 07/12/22 6723  | SUNSHINE STATE ONE CALL  | 0113   | BILLING FY 2022/23   | 0.00  | 55.49  |
| 1011010 6795  | 07/12/22 003441  | TAYLOR COUNTY 4-H FOUNDA   | 0279   | FY 2021-22 BUDGET REQ  | 0.00  | 10,881.00  |
| 1011010 6795  | 07/12/22 7620  | TAYLOR COUNTY CLERK OF C   | 0905   | 4TH QTR REQUISITION  | 0.00  | 248,791.75   |
| 1011010 6795  | 7 07/12/22 002451  | TAYLOR COUNTY PUBLIC HEA   | 0380   | 2021-22 4TH QTR PYMT   | 0.00  | 10,957.00  |
| 1011010 6795  | 3 07/12/22 5039  | THE BISHOP LAW FIRM, P.A   | 0140   | 5/27-6/23 SERVICES   | 0.00  | 1,570.00   |
| 1011010 6795  | 07/12/22 5039  | THE BISHOP LAW FIRM, P.A   | 0140   | CONTRACT PAYMENT   | 0.00  | 1,500.00   |
| 1011010 6796<br>1011010 6796<br>1011010 6796<br>1011010 6796<br>TOTAL CHECK   | 07/12/22 003122<br>07/12/22 003122   | THE FAIR STORE, INC. THE FAIR STORE, INC. THE FAIR STORE, INC. THE FAIR STORE, INC.  | 0250<br>0250<br>0250<br>0250<br>0250                   | BATES 3560 8.5M - D. T<br>LEVIS SIZE 10: 2 STRAI<br>BATES 2700 8M - C. BEA<br>LEVIS SIZE 0,2; 2 SKIN   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00                        | 99.99<br>149.97<br>109.99<br>149.97<br>509.92                                  |
| 1011010 6796<br>1011010 6796<br>TOTAL CHECK   |  | TOM HORNE SUPPLY COMPANY<br>TOM HORNE SUPPLY COMPANY   |  | TRASH GRABBER<br>ESTIMATED SHIPPING/HAN  | 0.00<br>0.00<br>0.00  | 25.49<br>0.10<br>25.59   |
| 1011010 6796<br>1011010 6796<br>TOTAL CHECK   |  | SILAS TURNER, LLC<br>SILAS TURNER, LLC   | 0261<br>0261   | EXHAUST GASKET<br>R&R ENGINE AND REPLACE   | 0.00<br>0.00<br>0.00  | 17.90<br>160.00<br>177.90  |
| 1011010 6796<br>1011010 6796<br>1011010 6796<br>1011010 6796  | 3 07/12/22 6281<br>3 07/12/22 6281   | VERIZON WIRELESS SERVICE<br>VERIZON WIRELESS SERVICE<br>VERIZON WIRELESS SERVICE<br>VERIZON WIRELESS SERVICE   | 0192<br>0260   | inv - 9907757274   | 0.00<br>0.00<br>0.00<br>0.00                                | 39.82<br>43.08<br>164.75<br>164.74   |

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 10

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD: 10/22

| CASH ACCT CHECK NO ISSUE DT VENDOR   | NAME   | FD/DEPT  | DESCRIPTION  | SALES TAX                              | AMOUNT   |
|--|--|--|--|--|--|
| 1011010 67963 07/12/22 6281 10 | VERIZON WIRELESS SERVICE VERIZON WIRELESS SERV | 0500<br>0192<br>01192<br>01113<br>01114<br>0211<br>01113<br>01100<br>0114<br>02100<br>0473<br>0487<br>0488<br>0487<br>0488<br>0111<br>0114<br>0250<br>0111<br>0114<br>0250<br>0110<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0250<br>0260<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270<br>0270 | INV-9907584342<br>INV-9907584342<br>INV-9907584342<br>INV-9907584342<br>INV-9907584342<br>INV-9909893732<br>INV-9909893732<br>INV-9909893732<br>INV-9909893732<br>INV-9909893732 | 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0 | 36.33<br>36.33<br>36.33<br>36.33<br>36.33<br>36.33<br>36.33<br>36.33<br>24.19<br>2.22<br>11.12<br>31.17<br>43.08<br>36.33<br>36.33<br>44.51<br>36.33<br>44.51<br>36.33<br>44.51<br>36.37<br>10.17<br>0.17<br>0.17<br>0.17<br>0.17<br>0.17<br>0.17<br>10.17<br>0.34<br>0.17 |
| 1011010 67964 07/12/22 001740<br>1011010 67964 07/12/22 001740<br>TOTAL CHECK  | W.W. GRAINGER, INC.<br>W.W. GRAINGER, INC.   | 0473<br>0488   | 2DE11 IEC CONTACTOR CO<br>RUST-OLEUM INVERTED MA   | 0.00<br>0.00<br>0.00                   | 271.80<br>2,012.40<br>2,284.20   |
| 1011010 67965 07/12/22 7398<br>1011010 67965 07/12/22 7398<br>1011010 67965 07/12/22 7398<br>1011010 67965 07/12/22 7398<br>TOTAL CHECK  | WBS LLC<br>WBS LLC<br>WBS LLC<br>WBS LLC   | 0192<br>0192<br>0192<br>0192   | FEB 2022 - FUEL<br>MARCH 2022 - FUEL<br>APRIL 2022 - FUEL<br>MAY 2022 - FUEL   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00   | 492.86<br>799.23<br>719.49<br>740.08<br>2,751.66   |
| 1011010 67966 07/12/22 000119  | WARE OIL & SUPPLY COMPAN   | 0261   | REFILL DEF TANK  | 0.00                                   | 765.38   |
| 1011010 67967 07/12/22 7170  | WAYNE PADGETT, SHERIFF   | 0901   | AUGUST REQUISITION   | 0.00                                   | 614,580.28   |
| 1011010 67968 07/12/22 003617  | WHITEHEAD  | 0473   | I150FSY CAN SAFETY DSL   | 0.00                                   | 57.83  |

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 11

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '67867' and '67969' ACCOUNTING PERIOD: 10/22

| CASH ACCT CHECK            | CK NO        | ISSUE OT VENDOR                | NAME   | FD/DEPT | DESCRIPTION                        | SALES TAX            | AMOUNT                             |
|----------------------------|--------------|--------------------------------|--|---------|------------------------------------|----------------------|------------------------------------|
| 1011010 679<br>TOTAL CHECK | 7968         | 07/12/22 003617                | WHITEHEAD  | 0473    | I150FSY CAN SAFETY DSL             | 0.00                 | 57.83<br>115.66                    |
|                            | 7969<br>7969 | 07/12/22 7786<br>07/12/22 7786 | WOOD ENVIRONMENT & INFRA<br>WOOD ENVIRONMENT & INFRA |         | TWO ENG-WOOD-02<br>TWO ENG-WOOD-01 | 0.00<br>0.00<br>0.00 | 18,809.35<br>6,146.50<br>24,955.85 |
| TOTAL CASH ACC             | COUNT        |                                |  |         |                                    | 0.00                 | 1,343,750.19                       |
| TOTAL FUND                 |              |                                |  |         |                                    | 0.00                 | 1,343,750.19                       |
| TOTAL REPORT               |              |                                |  |         |                                    | 0.00                 | 1,343,750.19                       |

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.check\_no between '5017336' and '5017365' ACCOUNTING PERIOD: 10/22

FUND - 105 - ROAD & BRIDGE FUND

| CASH ACCT CHECK NO  | ISSUE DT VENDOR  | NAME   | FD/DEPT              | DESCRIPTION   | SALES TAX   | AMOUNT   |
|---|--|--|----------------------|---|---|--|
| 1011010 5017336   | 07/01/22 000110  | DUKE ENERGY FLORIDA, INC   |                      | 5/19-6/20/22  | 0.00  | 13.51  |
| 1011010 5017337<br>1011010 5017337<br>1011010 5017337<br>1011010 5017337<br>1011010 5017337                                       | 07/01/22 000111<br>07/01/22 000111<br>07/01/22 000111<br>07/01/22 000111<br>07/01/22 000111<br>07/01/22 000111<br>07/01/22 000111                                      | TRI-COUNTY ELECTRIC COOP<br>TRI-COUNTY ELECTRIC COOP<br>TRI-COUNTY ELECTRIC COOP<br>TRI-COUNTY ELECTRIC COOP<br>TRI-COUNTY ELECTRIC COOP<br>TRI-COUNTY ELECTRIC COOP<br>TRI-COUNTY ELECTRIC COOP   |                      |   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00        | 31.86<br>30.77<br>77.00<br>33.13<br>33.72<br>30.77<br>30.77<br>268.02                        |
| 1011010 5017338<br>1011010 5017338<br>1011010 5017338<br>1011010 5017338<br>1011010 5017338                                       | 07/08/22 000112<br>07/08/22 000112<br>07/08/22 000112<br>07/08/22 000112<br>07/08/22 000112<br>07/08/22 000112<br>07/08/22 000112                                      | 660 - CONSOLIDATED COMMU<br>660 - CONSOLIDATED COMMU   |                      |   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.0 | 243.34<br>55.96<br>9.50<br>9.50<br>9.50<br>55.96<br>24.23<br>407.99                          |
| 1011010 5017339<br>1011010 5017339<br>1011010 5017339<br>1011010 5017339<br>1011010 5017339<br>1011010 5017339<br>1011010 5017339 | 07/12/22 7474<br>07/12/22 7474<br>07/12/22 7474<br>07/12/22 7474<br>07/12/22 7474<br>07/12/22 7474<br>07/12/22 7474<br>07/12/22 7474<br>07/12/22 7474<br>07/12/22 7474 | AMAZON CAPITAL SERVICES,<br>AMAZON CAPITAL SERVICES, |                      | PERSONAL PROTECTION PERSONAL PROTECTION TOILET BOWL CLEANER 1 GAL HAND SOAP BOWL AIR FRESHNER CLIP SCEPTRE CURVED 27" GAM FIRST AID TOILET BOWL CLEANER ALCOHOL WIPES |   | 43.39<br>97.02<br>48.85<br>74.73<br>56.84<br>359.96<br>106.70<br>97.50<br>145.00<br>1,029.99 |
|   | 07/12/22 002869<br>07/12/22 002869   | BATTERY DISTRIBUTORS SOU<br>BATTERY DISTRIBUTORS SOU   | 0301<br>0301         | BATTERY 3478 FOR TRUCK<br>BATTERY FEE   | 0.00<br>0.00<br>0.00  | 104.18<br>1.50<br>105.68   |
|   | 07/12/22 6375<br>07/12/22 6375   | BEARD EQUIPMENT COMPANY,<br>BEARD EQUIPMENT COMPANY,   | 0301<br>0301         | T365884 RADIATOR HOSE<br>PT IN-BOUND FREIGHT -  | 0.00<br>0.00<br>0.00  | 77.49<br>26.16<br>103.65   |
| 1011010 5017342   | 07/12/22 7591  | CANON FINANCIAL SERVICES   | 0301                 | MONTHLY NASPO VALUE   | 0.00  | 75.95  |
| 1011010 5017343   | 07/12/22 000116<br>07/12/22 000116<br>07/12/22 000116  | CASHWAY BLDG.PRODUCTS OF<br>CASHWAY BLDG.PRODUCTS OF<br>CASHWAY BLDG.PRODUCTS OF   | 0301<br>0301<br>0301 | 3/4 HEX NUT - GALV<br>3/4 X 14 GALVANIZED ME<br>DRILL RENTAL  | 0.00<br>0.00<br>0.00<br>0.00                                | 28.50<br>111.00<br>75.00<br>214.50   |
| 1011010 5017344   | 07/12/22 004749<br>07/12/22 004749<br>07/12/22 004749  | CINTAS CORPORATION #148<br>CINTAS CORPORATION #148<br>CINTAS CORPORATION #148  | 0301<br>0301<br>0301 | PUBLIC WORKS<br>PUBLIC WORKS<br>PUBLIC WORKS  | 0.00<br>0.00<br>0.00<br>0.00                                | 273.04<br>251.00<br>523.87<br>1,047.91   |
| 1011010 5017345   | 07/12/22 6685  | CONRAD YELVINGTON DISTRI   | 105                  | LIMEROCK HAULED TO YAR  | 0.00  | 1,519.38   |

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#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017336' and '5017365' ACCOUNTING PERIOD: 10/22

FUND - 105 - ROAD & BRIDGE FUND

| CASH ACCT   | CHECK NO   | ISSUE DT VENDOR  | NAME  | FD/DEPT                                 | DESCRIPTION  | SALES TAX   | AMOUNT   |
|---|--|--|---|---|--|---|--|
| 1011010<br>1011010<br>1011010<br>1011010<br>1011010<br>101101 | 5017345<br>5017345<br>5017345<br>5017345<br>5017345<br>5017345<br>5017345            | 07/12/22 6685<br>07/12/22 6685<br>07/12/22 6685<br>07/12/22 6685<br>07/12/22 6685<br>07/12/22 6685<br>07/12/22 6685                  | CONRAD YELVINGTON DISTRI  | 0301<br>105<br>105<br>105<br>105<br>105 | LIMEROCK HAULED TO JOB<br>LIMEROCK HAULED TO YAR<br>LIMEROCK HAULED TO YAR | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.0 | 163.08<br>502.74<br>854.91<br>1,183.41<br>512.01<br>1,175.31<br>667.26<br>6,578.10 |
| 1011010   | 5017346  | 07/12/22 003949  | ED STRAKA EQUIPMENT REPA  | 0301                                    | LABOR ON VOLVO DUMPTRU   | 0.00  | 1,500.00   |
| 1011010<br>1011010<br>1011010<br>1011010<br>TOTAL CHEG        | 5017347<br>5017347<br>5017347<br>5017347<br>CK                                       | 07/12/22 003306<br>07/12/22 003306<br>07/12/22 003306<br>07/12/22 003306   | FOULKE DISTRIBUTING, INC<br>FOULKE DISTRIBUTING, INC<br>FOULKE DISTRIBUTING, INC<br>FOULKE DISTRIBUTING, INC  | 105<br>105<br>105<br>105<br>105         | OILS & FLUIDS<br>OILS & FLUIDS<br>CLEANERS<br>NON PETRO LUBRICANTS   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00                        | 179.64<br>95.76<br>19.08<br>349.95<br>644.43                                       |
| 1011010<br>1011010<br>1011010<br>1011010<br>1011010<br>101101 | 5017348<br>5017348<br>5017348<br>5017348<br>5017348<br>5017348<br>CK                 | 07/12/22 003645<br>07/12/22 003645<br>07/12/22 003645<br>07/12/22 003645<br>07/12/22 003645<br>07/12/22 003645                       | J.B.'S TIRE & REPAIR SER<br>J.B.'S TIRE & REPAIR SER  | 0301<br>0301<br>0301<br>0301            | DISMOUNT AND MOUNT 22. DISPOSAL FEE - DUMPTRU DISMOUNT AND MOUNT, VA 245/70/17 TIRE, FTP AN DISMOUNT AND MOUNT 485   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00                | 50.00<br>36.00<br>52.00<br>180.00<br>198.33<br>130.00<br>646.33                    |
| 1011010<br>1011010<br>TOTAL CHE                               | 5017349<br>5017349<br>CK   | 07/12/22 003309<br>07/12/22 003309   | LIVE OAK PEST CONTROL, I<br>LIVE OAK PEST CONTROL, I  | 0301                                    | 4/12 PUBLIC WORKS<br>6/14 PUBLIC WORKS   | 0.00<br>0.00<br>0.00  | 13.50<br>13.50<br>27.00  |
| 1011010<br>1011010<br>TOTAL CHE                               | 5017350<br>5017350<br>CK   | 07/12/22 001712<br>07/12/22 001712   |   | 105<br>105                              | ITEM #39306<br>ITEM #39306   | 0.00<br>0.00<br>0.00  | 190.00<br>190.00<br>380.00   |
| 1011010<br>1011010<br>1011010<br>1011010<br>TOTAL CHE         | 5017351<br>5017351<br>5017351<br>5017351<br>CK                                       | 07/12/22 6500<br>07/12/22 6500<br>07/12/22 6500<br>07/12/22 6500   | NEECE TIRE & AUTO SERVIC<br>NEECE TIRE & AUTO SERVIC<br>NEECE TIRE & AUTO SERVIC<br>NEECE TIRE & AUTO SERVIC  | 105<br>105                              | 138813674<br>PRODUCT 138179674<br>PRODUCT 138813674<br>138179674   | 0.00  | 1,406.08<br>1,384.00<br>1,959.32<br>1,384.00<br>6,133.40                           |
| 1011010<br>1011010<br>1011010<br>1011010<br>1011010<br>101101 | 5017352<br>5017352<br>5017352<br>5017352<br>5017352<br>5017352<br>5017352<br>5017352 | 07/12/22 7815<br>07/12/22 7815<br>07/12/22 7815<br>07/12/22 7815<br>07/12/22 7815<br>07/12/22 7815<br>07/12/22 7815<br>07/12/22 7815 | ODP BUSINESS SOLUTIONS, |   | 9" ROLL TISSUE PAPER PAPER PRODUCTS PAPER PRODUCTS CLEANING - PAPER PRODU SMALL HAND SOAP JANITORIAL CLEANING SUPPLIES JANITORIAL  | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00        | 132.65<br>108.05<br>93.85<br>155.10<br>62.68<br>-8.04<br>134.16<br>96.49<br>774.94 |
| 1011010<br>1011010<br>1011010                                 | 5017354<br>5017354<br>5017354  | 07/12/22 000082<br>07/12/22 000082<br>07/12/22 000082  | PERRY AUTO SUPPLY, INC.<br>PERRY AUTO SUPPLY, INC.<br>PERRY AUTO SUPPLY, INC.   | 0301                                    | BK 8215870 15GPM 12V D<br>GAT G60110-1212 ADAPTE<br>NW 726142 BATTERY TEST   | 0.00<br>0.00<br>0.00  | 429.00<br>6.47<br>9.78   |

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017336' and '5017365' ACCOUNTING PERIOD: 10/22

FUND - 105 - ROAD & BRIDGE FUND

| CASH ACCT CHEC   | K NO ISSUE DT VE   | ENDOR NAME   |   | FD/DEPT  | DESCRIPTION  | SALES TAX  | AMOUNT   |
|--|--|--|---|--|--|--|--|
| 1011010 5017 | 354 07/12/22 00 3554 07/12/22 00 | DOUBS  | O SUPPLY, INC. | 0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301<br>0301 | BAT 7251 BATTERY EXH 35337 CLAMP - LOAD 459180 THM THERMOSTAT IC633SB NPA COIL ON PL TLL9RK LED LIGHT KIT 246-5148 REMAN/STARTER CAV52A8900010 PROPANE 827-1518 PNTLHK ADPT 5 7236 BATTERY - PACKER 7565 BATTERY 501 ENVIRONMENTAL CHAR DCG416B 20PADSWTCHGRIN DCB206-2 20V AH LI-ION 71876 GRINDING WHEEL 71846 CUT WHL - SERVIC 3946686 BLOWER MOTOR KN24000 DRAIN VALVE - BLANKET PO FOR MAY, 20 BL | 0.00   | 176.28<br>2.29<br>15.29<br>79.99<br>65.99<br>179.99<br>128.83<br>90.49<br>286.44<br>134.62<br>1.50<br>257.99<br>338.99<br>6.58<br>9.96<br>355.06<br>113.99<br>41.89<br>23.38<br>35.94<br>45.47<br>49.98<br>39.25<br>34.23<br>36.58<br>22.89<br>43.48<br>48.95<br>38.78<br>7.61<br>25.00<br>52.21<br>41.30<br>189.99<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>29.49<br>2 |
| 1011010 5017   | 355 07/12/22 76  | 665 QUIKRETE H   | HOLDINGS, INC.  | 0302   | COLD MIX   | 0.00   | 2,240.20   |
| 1011010 5017<br>1011010 5017<br>1011010 5017<br>1011010 5017<br>1011010 5017<br>1011010 5017<br>TOTAL CHECK  | 356 07/12/22 00<br>356 07/12/22 00<br>356 07/12/22 00<br>356 07/12/22 00   | 03024 SAFETY PRO<br>03024 SAFETY PRO<br>03024 SAFETY PRO<br>03024 SAFETY PRO | ODUCTS INC. ODUCTS INC. ODUCTS INC. ODUCTS INC. ODUCTS INC. ODUCTS INC.   | 0301<br>0301<br>105<br>105<br>105<br>105   | TC36RFL 36" 12 LB ORAN STENCIL TCPW TC120GL LRG TYPE R 2 G TC120GXL XL TYPE R CLA TC120G2XL 2XL TYPE R C TC120G3XL 3XL TYPE R C  | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 2,810.00<br>150.00<br>28.20<br>42.30<br>42.30<br>42.30<br>3,115.10   |
| 1011010 5017<br>1011010 5017<br>1011010 5017   | 357 07/12/22 69  | 950 STUDSTILL<br>950 STUDSTILL<br>950 STUDSTILL                              | 'S OF PERRY, IN<br>'S OF PERRY, IN<br>'S OF PERRY, IN   | 0301<br>0301<br>0301   | 437241401 BELLOWS<br>503736401 SPRING<br>537042408 HOSE  | 0.00<br>0.00<br>0.00                                 | 18.99<br>7.27<br>5.99  |

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017336' and '5017365' ACCOUNTING PERIOD: 10/22

FUND - 105 - ROAD & BRIDGE FUND

| CASH ACCT CHECK NO  | ISSUE DT VENDOR   | NAME  | FD/DEPT  | DESCRIPTION   | SALES TAX  | AMOUNT   |
|---|---|---|--|---|--|--|
| 1011010 5017357 | 07/12/22 6950<br>07/12/22 6950 | STUDSTILL'S OF PERRY, IN | 0301<br>  0301   | 537042402 FUEL HOSE/ 3 605-340AIR FILTER HUSQ 023899169498 STENS FUE 23899107261 PRIMER BUL 503735801 FUEL TANK BU SHARPENING CHAIN SHARP LABOR CHARGE KO JACK - M HUSQVARNA 445/201826 MCHAIN MEDIUM CHAIN LABOR CHARGE KOJACK MCHAIN MEDIUM CHAIN M HUSQVARNA 372XP/2011 MCHAIN MEDIUM CHAIN 640200214 RIM M HUSQVARNA 455/SERIAL 023899335503 SILVER ST 531300442 18" BAR MCHAIN MEDIUM CHAIN M HUSQVARNA 455/201416 | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 6.99 23.84 4.98 3.89 17.98 7.00 47.50 32.99 25.99 25.99 93.29 25.99 8.79 11.99 52.99 25.99 99.99 576.17  |
| 1011010 5017358   | 07/12/22 6390   | T.W. BYRD'S SONS, INC.  | 105  | PART # 12155 TRIMMER L  | 0.00   | 178.96   |
| 1011010 5017359 | 07/12/22 5079<br>07/12/22 5079                  | TOM HORNE SUPPLY COMPANY  | ( 105<br>( 105<br>( 105<br>( 105<br>( 105<br>( 105<br>( 105<br>( 0301<br>( 105<br>( 105 | CLEANING - PAPER PRODU CLEANING SUPPLIES PAPER PRODUCTS JANITORIAL SUPPLIES JANITORIAL CLEANING SAWS & IMPLEMENTS FIRST AID PERSONAL PROTECTION TRASH GRABBER ESTIMATED SHIPPING/HAN ESTIMATED SHIPPING/HAN PERSONAL PROTECTION FIRST AID OTHER PINESOL CLEANING LIQUI PAINT & RELATED ITEMS JANITORIAL CLEANING COMET ESTIMATED SHIPPING/HAN   | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.0  | 297.00<br>131.40<br>182.20<br>512.80<br>33.52<br>97.20<br>71.28<br>16.05<br>50.98<br>0.40<br>9.50<br>170.94<br>71.28<br>108.00<br>81.00<br>78.00<br>37.00<br>30.00<br>1,988.55 |
| 1011010 5017360   | 07/12/22 7407   | SILAS TURNER, LLC   | 0301   | 5# BERMUDA GRASS - HOL  | 0.00   | 37.95  |
| 1011010 5017361<br>1011010 5017361<br>1011010 5017361<br>1011010 5017361<br>1011010 5017361<br>1011010 5017361  | 07/12/22 6281<br>07/12/22 6281<br>07/12/22 6281<br>07/12/22 6281<br>07/12/22 6281<br>07/12/22 6281  | VERIZON WIRELESS SERVICE   | 0301<br>0301<br>0301<br>0301   | INV - 9907832610<br>INV - 9907832610<br>INV - 9907832610<br>INV - 9907832610<br>INV - 9907832610<br>INV - 9909893732  | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>0.00   | 43.58<br>36.33<br>44.51<br>36.33<br>23.27<br>3.46  |

SUNGARD PENTAMATION, INC. DATE: 07/12/2022 TIME: 15:31:58

#### TAYLOR COUNTY BOARD OF COMMISSIONERS CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5

ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017336' and '5017365' ACCOUNTING PERIOD: 10/22

FUND - 105 - ROAD & BRIDGE FUND

| CASH ACCT   | CHECK NO  | ISSUE DT VENDOR  | NAME   | FD/DEPT                   | DESCRIPTION  | SALES TAX                            | AMOUNT  |
|---|---|--|--|---------------------------|--|--------------------------------------|---|
| 1011010<br>TOTAL CHE                                  | 5017361<br>ECK                                  | 07/12/22 6281  | VERIZON WIRELESS SERVICE   | 0303                      | INV - 9909893732   | 0.00<br>0.00                         | 0.17<br>187.65  |
| 1011010   | 5017362   | 07/12/22 001740  | W.W. GRAINGER, INC.  | 105                       | ECHO CHAINSAW BAR OIL  | 0.00                                 | 67.84   |
| 1011010<br>1011010<br>1011010<br>1011010<br>TOTAL CHE | 5017363<br>5017363<br>5017363<br>5017363<br>ECK | 07/12/22 000119<br>07/12/22 000119<br>07/12/22 000119<br>07/12/22 000119 | WARE OIL & SUPPLY COMPAN<br>WARE OIL & SUPPLY COMPAN<br>WARE OIL & SUPPLY COMPAN<br>WARE OIL & SUPPLY COMPAN | 105<br>105                | UNLEADED GASOLINE<br>DIESEL<br>UNLEADED GASOLINE<br>PETROLEUM PRODUCTS | 0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 18,383.34<br>22,242.25<br>15,902.20<br>22,049.69<br>78,577.48 |
| 1011010<br>1011010<br>1011010<br>1011010<br>TOTAL CHE | 5017364<br>5017364<br>5017364<br>5017364<br>ECK | 07/12/22 003617<br>07/12/22 003617<br>07/12/22 003617<br>07/12/22 003617 | WHITEHEAD<br>WHITEHEAD<br>WHITEHEAD<br>WHITEHEAD   | 105<br>105<br>105<br>0301 | BOTTLED WATER<br>BOTTLED WATER<br>OTHER<br>BOW RAKE                    | 0.00<br>0.00<br>0.00<br>0.00<br>0.00 | 191.32<br>95.66<br>109.75<br>36.42<br>433.15                  |
| 1011010<br>1011010<br>TOTAL CHE                       | 5017365<br>5017365<br>ECK                       | 07/12/22 000874<br>07/12/22 000874                                       | WILSON'S BAIT & TACKLE<br>WILSON'S BAIT & TACKLE   | 0301<br>0301              | WATER BOOTS<br>ICE FOR THE EMPLOYEE'S                                  | 0.00<br>0.00<br>0.00                 | 53.98<br>7.25<br>61.23  |
| TOTAL CAS   | SH ACCOUNT                                      |  |  |                           |  | 0.00                                 | 111,317.71  |
| TOTAL FUN   | ND  |  |  |                           |  | 0.00                                 | 111,317.71  |
| TOTAL REF   | PORT  |  |  |                           |  | 0.00                                 | 111,317.71  |

### **Cindy Mock**

From: bcc payables

**Sent:** Tuesday, July 12, 2022 3:35 PM

To: Cindy Mock
Cc: Dannielle Welch

**Subject:** Check Info 7-11-22 Meeting

Attachments: Check Register - 67867-67969.pdf; Check Register 5017336-5017365.pdf

### Hi Cindy!

Attached are the check registers for the board meeting and any check cut in between board meetings.

General Fund: 67867-67969

Road and Bridge Fund: 5017336-5017365

### Thanks!

Carley Ondash
Accounts Payable Deputy Clerk
850-838-3506 (Ext.119)
Gary Knowles
Taylor County Clerk of Circuit Court
108 N. Jefferson Street
Perry, FL 32347
P.O. Box 620
Perry, FL 32348



### 9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

This 9-1-1 Services and Software License Agreement (this "Agreement"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as <a href="Exhibit A">Exhibit A</a>), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as <u>Exhibit A</u> and incorporated into this Agreement by reference in their entirety.

| 1. Purpose                 | Grant of a non-exclusive, non-sub licensable and non-transferable, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory. |
|----------------------------|--|
| Type of Agreement/Document | ☑ Original Agreement   |
| 2. Parties/Notices:        | ☐ Amendment  |
| INdigital:                 | Communications Venture Corporation (d/b/a INdigital) ("INdigital")   |
|                            | 1616 Directors Row Fort Wayne, IN 46808 Fax: (260) 469-4329 E-mail: contracts(windigital.net Attention: Contract Administration  |
| Customer:                  | Taylor County ("Customer" and together with INdigital, the "Parties", and, each, individually, a "Party")  |
|                            | Address: 591 US Highway 27<br>Perry, FL 323  |
|                            | Phone: 850-838-1104<br>E-mail: katie.morrison@taylorsheriff.org<br>Contact Person: Katie Morrison  |
| 3. Effective Date          | ("Effective Date").  |
| 4. Software                | Software listed and described in <u>Exhibit C</u> attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.   |
| 5. Territory               | Taylor County, Florida ("Territory").  |
| 6. Permitted Use           | Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("Permitted Use").   |

| 7.             | Installation   | INdig<br>Custo                            | gital will deliver and install one copy of the Software to omer.  |
|----------------|--|---|---|
| 8.             | Maintenance Releases   | Main                                      | ng the Term, INdigital will provide Customer with all<br>tenance Releases that INdigital may make generally<br>able to its licensees at no additional charge.   |
| 9.             | License Fee  | into, the th                              | See Exhibit D attached to, and incorporated by reference this Agreement. If the Term is renewed, Customer will pay en-current standard license fees that INdigital charges for oftware.   |
| 10.            | Additional Charges   | Agree<br>instal<br>will a                 | exhibit D attached to, and incorporated by reference into, this ement for a exhibit of additional charges, if any, for lation, training, and acceptance testing services. Customer also reimburse INdigital for out-of-pocket expenses incurred in connection with performing such additional services.   |
| 11.            | Term   | Agree<br>Rene<br>additi<br>pursu<br>Party | h date unless terminated earlier pursuant to any of the ement's express provisions.  wal Terms: This Agreement will automatically renew for ional successive 12-month terms unless earlier terminated ant to any of the Agreement's express provisions or either gives the other Party written notice of non-renewal at least y (90) days prior to the expiration of the then-current term. |
| 12.            | Exhibits   | X<br>X<br>X                               | Exhibit A – General Terms and Conditions of Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement).  Exhibit B – Designated Sites Exhibit C – Software/Services Description Exhibit D – Payment and Fees  |
| 13.            | Other Agreements between Parties   |   | Equipment Purchase and Sale Agreement<br>Support and Maintenance Agreement  |
| 14.            | Representative   | Name                                      | e: Stacy Roberts  |
| one an transm  | agreement may be executed in counterparts, each of which is different to the same agreement. A signed copy of this Agreement decision is deemed to have the same legal effect as delivery of the sam | livered<br>f an or                        | by facsimile, e-mail or other means of electronic iginal signed copy of this Agreement.   |
| - A            | omas Comps   | COM                                       | GITAL:  IMUNICATION VENTURE CORPORATION (D/B/A IGITAL)  |
| Name<br>Title: | omas Dengo   |   | e: Jeff Humbarger<br>: CFO  |
| TILLO.         |  | 11110                                     |   |

Date: 7.11.00 h

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "Terms") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "Agreement") between you ("you" or "Customer") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("INdigital"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "Party" and collectively as the "Parties".

- 1. <u>**DEFINITIONS.**</u> Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:
  - **1.1.** "Acceptance Testing" has the meaning set forth in Section 4 of these Terms.
  - **1.2.** "Action" has the meaning set forth in Section 8.2(d) of these Terms.
  - 1.3. "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
  - 1.4. "Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.
  - **1.5.** "Confidential Information" has the meaning set forth in Section 5.1 of these Terms.
  - 1.6. "Controlled Technology" means any software, documentation, technology or other technical data, or any products that

include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

- 1.7. "Customer" has the meaning set forth in the preamble to these Terms.
- 1.8. "Designated Sites" means any of Customer's facilities set forth in Exhibit

  B attached to, and incorporated by reference into, the Agreement.
- 1.9. "Disclosing Party" has the meaning set forth in Section 5.1 of these Terms.
- 1.10. "Documentation" means any and all instructions and other manuals, documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including of the installation, aspect configuration, integration, operation, use, support or maintenance thereof.
- 1.11. "Effective Date" has the meaning set forth in Section 3 of the Agreement.
- 1.12. "Force Majeure Event" has the meaning set forth in Section 14.1 of these Terms.
- **1.13.** "Indemnitee" has the meaning set forth in Section 11.3 of these Terms.
- 1.14. "Indemnitor" has the meaning set forth in Section 11.3 of these Terms.
- **1.15.** "INdigital" has the meaning set forth in the preamble to these Terms.
- 1.16. "INdigital Indemnitee" has the meaning set forth in Section 11.2 of these Terms.
- **1.17.** "**Initial Term**" has the meaning set forth in Section 9.1 of these Terms.
- 1.18. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database

| protection or other intellectual property  |
|--|
| rights laws, and all similar or equivalent |
| rights or forms of protection, in any part |
| of the world.                              |

- 1.19. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.20. "Loss" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.
- 1.21. "Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the functionality. user interface. compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.
- 1.22. "New Version" means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital's and/or a third party's designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.
- 1.23. "Parties" has the meaning set forth in the preamble to these Terms.
- **1.24.** "Party" has the meaning set forth in the preamble to these Terms.
- **1.25.** "Payment Failure" has the meaning set forth in Section 9.3(a) of these Terms.

- **1.26.** "Permitted Use" has the meaning set forth in Section 6 of the Agreement.
- 1.27. "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.
- **1.28.** "Receiving Party" has the meaning set forth in Section 5.1 of these Terms.
- **1.29.** "Renewal Term" has the meaning set forth in Section 9.2 of these Terms.
- 1.30. "Representatives" means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.
- 1.31. "Software" means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
- **1.32.** "**Term**" has the meaning set forth in Section 9.2 of these Terms.
- **1.33.** "**Territory**" has the meaning set forth in Section 5 of the Agreement.
- Materials" 1.34. "Third-Party materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: data, content (a) documents. specifications; (b) software, hardware or other products, facilities, equipment or accessories. devices: and (c) components, parts or features of any of the foregoing.
- 1.35. "Warranty Period" has the meaning set forth in Section 10.2 of these Terms.

#### 2. LICENSE.

2.1. License Grant. Subject to the terms and conditions of the Agreement (including these Terms) and INdigital's rights under any third-party agreements relating to the Software, and conditioned on Customer's and its Affiliates' and Representatives' compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

Permitted Use in the Territory during the Term.

- 2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.
- 3. <u>USE RESTRICTIONS</u>. Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:
  - (a) copy the Software, in whole or in part;
  - (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;
  - (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any timesharing, service bureau, software as a service, cloud or other technology or service;
  - (d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
  - (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
  - (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation:
  - (g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectua Property Right or other right of any Person, or that violates any applicable Law;
  - (h) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;
  - (i) use the Software in or in connection with

- the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or
- (j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).
- 4. <u>DELIVERY AND INSTALLATION</u>. INdigital shall deliver and install one copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.
  - 4.1. Acceptance. Customer will test whether the Software operates in accordance with Documentation ("Acceptance Testing") pursuant to the terms of this <u>Section 4</u>. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shail be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.
  - 1.1. MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any thirdparty software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

### 5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement each Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") Confidential Information. Subject to Section 5.2 of these Terms, "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise

identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

- 5.2. Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- **5.3.** <u>Protection of Confidential Information</u>. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
  - (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms):
  - except as may be permitted under the terms and conditions of Section 6.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the nature of the Confidential confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;
  - (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

less than a reasonable degree of care;

- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

- 5.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.
- 5.5. Return; Destruction. Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party

and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

### 6. FEES AND PAYMENT.

- 6.1. License Fees. In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 7. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.
- 6.2. Additional Fees and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.
- 6.3. Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.
- 6.4. <u>Payment</u>. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in <u>Exhibit D</u> attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.
- **6.5.** Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:
  - (a) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due, including attorneys' fees, court costs and

collection agency fees; and

- (b) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.
- **6.6.** No Deductions or Setoffs. All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).
- 7. SECURITY MEASURES. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

#### 8. INTELLECTUAL PROPERTY RIGHTS.

- **8.1.** Intellectual Property Ownership. Customer acknowledges and agrees that:
  - (a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;
  - (b) INdigital and its licensor(s) are and will

- remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and
- (c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

### **8.2.** <u>Customer Cooperation and Notice of Infringement</u>. Customer shall, during the Term:

- (a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;
- (b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;
- (c) promptly notify INdigital in writing if Customer becomes aware of:
  - (i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or
  - (ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and
- (d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "Action") by INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

**8.3.** No Implied Rights. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

#### 9. TERM AND TERMINATION.

- **9.1.** <u>Initial Term.</u> The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in <u>Section 10</u> of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").
- 9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 10 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "Renewal Term" and, collectively, together with the Initial Term, the "Term").
- **9.3.** <u>Termination</u>. The Agreement may be terminated at any time:
  - (a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("Payment Failure");
  - (b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any 12-month period;
  - (c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);
  - (d) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or

- foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;
- (e) by INdigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.
- **9.4.** Effect of Termination or Expiration. On the expiration or earlier termination of the Agreement:
  - (a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:
    - (i). immediately cease all use of and other activities with respect to the Software and Documentation other than those described in <u>Section 9.4(a)(ii)</u> of these Terms;
    - (ii). within sixty (60) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INdigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;
    - (iii). certify to INdigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and
  - (b) all amounts payable by Customer to INdigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INdigital's termination of the Agreement.
- 9.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for

clarity, including <u>Section 10.7</u> of these Terms (Disclaimer), <u>Section 11</u> of these Terms (Indemnification), <u>Section 12</u> of these Terms (Limitations of Liability), and <u>Section 15</u> of these Terms (Miscellaneous).

### 10. REPRESENTATIONS AND WARRANTIES.

- 10.1. <u>Mutual Representations and Warranties.</u> Each Party represents, warrants and covenants to the other Party that:
  - (a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);
  - (b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and
  - (c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 10.2. <u>Limited Warranty</u>. Subject to the limitations and conditions set forth in <u>Section 10.3</u> of these Terms and <u>Section 10.4</u> of these Terms, INdigital warrants to Customer that for a period of 90 days from the **Effective Date** (the "Warranty Period"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).
- warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).
- 10.4. Exceptions. Notwithstanding any provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:
  - (a) Software, or the media on which it is

- provided, that is modified or damaged by Customer or its Representatives;
- (b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
- (c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;
- (d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;
- (e) the operation of, or access to, Customer's or a third party's system or network;
- (f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;
- (g) Customer's material breach of any provision of the Agreement (including these Terms):
- (h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or
- (i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.
- 10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at its sole option and expense, take any of the following steps to remedy such breach:
  - (a) replace any damaged or defective media on which INdigital supplied the Software;
  - (b) amend, supplement or replace any

incomplete or inaccurate Documentation;

- (c) repair the Software;
- (d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or
- (e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.
- a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a pro rata basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.
- 10.7. DISCLAIMER OF WARRANTIES. **EXCEPT FOR** THE **EXPRESS** LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF TERMS. ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING. INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS. SERVICES, TECHNOLOGIES MATERIALS (INCLUDING ANY SOFTWARE OR PRODUCTS HARDWARE), OR ANY RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, **OPERATE** WITHOUT

INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH OTHER GOODS. SERVICES. TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS "AS IS" ARE **PROVIDED** AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

#### 11. INDEMNIFICATION.

- shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:
  - (a) Third-Party Materials;
  - (b) patent issued on a patent application published after the Effective Date;
  - (c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;
  - (d) modification of the Software other than:
     (i) by INdigital or its authorized contractor in connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;
  - (e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;
  - (f) use of the Software after INdigital's notice to Customer of such activity's alleged or

actual infringement, misappropriation or other violation of a third party's rights;

- (g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;
- (h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;
- (i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or
- (j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.
- 11.2. <u>Customer Indemnification</u>. Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "INdigital Indemnitee") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:
  - (a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:
    - (i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and
    - (ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;
  - (b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation

under the Agreement (including these Terms);

- (c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or
- (d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.
- **Indemnification Procedure**. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 11.4. <u>Mitigation</u>. If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:
  - (a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);
  - (b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or
  - (c) if none of the remedies set forth in the

above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

- (i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and
- (ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a pro rata basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.
- 12. EXPORT REGULATION. Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

#### 13. FORCE MAJEURE.

- 13.1. No Breach or Default. In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.
- 13.2. Obligations. In the event of any failure

or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

#### 14. MISCELLANEOUS.

- 14.1. <u>Further Assurances</u>. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.
- 14.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 14.3. **Notices**. Except as otherwise expressly set forth in the Agreement, any notice, request, waiver or claim, demand, communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.
- 14.4. <u>Interpretation</u>. For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean

the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, exhibits, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

- **14.5.** <u>Headings</u>. The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).
- 14.6. Entire Agreement. The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 14.7. <u>Assignment</u>. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any purported assignment, delegation or transfer in violation of this <u>Section 14.7</u> is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.
- 14.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).
- 14.9. <u>Amendment and Modification;</u>
  Waiver. No amendment to, modification of, or

rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- Severability. If any provision of the 14.10. Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.
- 14.11. Governing Law; Submission to Jurisdiction. Venue of any litigation as a result of this agreement will exclusively be in the State Court (Florida) in and for Taylor County, Florida. The agreement will be governed by the laws of the State of Florida.
- Remedies. Customer 14.12. Equitable acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to

post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.13. <u>Attorneys' Fees</u>. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

### EXHIBIT B

### **Designated Sites**

591 US Highway 27 Perry, FL 32347

#### **EXHIBIT C**

#### Software / Services Description

#### 1. Database Services -

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Taylor County service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALi service (wireless, VoIP - using pANi) will be provided by INdigital,

#### 2. Routing Services -

INdigital will design and deploy a NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available.

#### 3. Network Services -

The proposal's objective is to establish a ESiNet (Emergency Services iP Network) to serve existing and new customers in Florida. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1.

#### 4. MEVO Services -

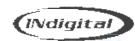
A service continuity and disaster recovery platform (INdigital's MEVO system) will be deployed as a MEVO Anywhere Kit. The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality.

### **EXHIBIT D**

### **Payments and Fees**

Taylor County FL NGCS price matrix INdigital NGCS platform

5/27/22



| District Control |   |             | The second secon |
|------------------|---|-------------|--|
| line             | Para Para Para Para Para Para Para Para | MSRP        |  |
|                  | population served                       | 21,796      |  |
|                  | feature description                     |             |  |
|                  | Database                                | \$435.92    |  |
|                  | Routing Services                        | \$1,089.80  |  |
|                  | Network - see note below                | \$792.94    |  |
|                  | Text - already using                    | \$0.00      | optional   |
|                  | Mevo (or \$85 per phone/mo)             | \$0.00      | optional   |
|                  | Monthly recurring cost for 911 services | \$1,525.72  |  |
|                  | Optional services                       | \$0         |  |
|                  | Total w/options                         | \$1,525.72  |  |
|                  | Service Setup costs                     |             |  |
|                  | PSAP conversion (IN450059)              | \$1,583.69  |  |
|                  | Redundant PSAP router                   | \$9,480.00  |  |
|                  | MEVO Anywhere and TIG                   | \$16,626.69 |  |
|                  | FirstNET hardware and NRC               | \$2,208.13  |  |

or (ala carte) \$0.020 \$0.050 \$0.049 \$0.010

\$0.010

Set up Fees

\$29,898.51

Monthly Recurring Fees

\$1,525.72

Note: Network quoted is a Comcast 40Mb EDI/30, a Comcast 200x20 VPN connection and a FirstNet LTE backup.

Total NRC's \$29,898.51
Total MRC's \$1,525.72

**NOTE:** NRC's billed at signing of the contract.

MRC's/annual billed at service cut.



# 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, ext. 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

#### TAYLOR COUNTY SPORTS COMPLEX FACILITY USE AGREEMENT

- This Agreement is made and executed this \_\_\_ of \_\_\_\_ , \_\_\_ by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, Post Office Box 620, Perry, Florida 32348, hereinafter called "County" and the Crosspoint Baptist Fellowship, Perry, Florida 32347, hereinafter called "League".
- 2. County hereby leases to League and League hereby rents from County, the following described space:

Six (6) Fields

- 3. The said space is leased for a term from August 16th, 2022 to September 15th, 2022.
- 4. The fee shall be \$\\_\$0.00 for the above term. The deposit for damages shall be \$\\_\$0.00
- League shall use and occupy the premises for \_UPWARD FLAG FOOTBALL. County represents that the premises may lawfully be used for such purpose.
- League shall provide County with the following no less than 30 days prior to the first scheduled game/event:
  - a. Complete description and physical dimensions of playing fields required by the league. County will accommodate League's request for fields/facilities to maximize the use of the Sports Complex for other Leagues and the public. The final placement of playing fields shall be determined by the County.
  - b. Complete schedule of games/events.
  - c. At least 3 points of contact for the league (phone number and email addresses). At least one contact must be present at every scheduled game/event.

CRYSTAL MILLER 850-843-2161, TODD HOLMES 850-253-5524, EDDIE PRIDGEON 850-843-0518

- d. Complete league rules and disciplinary procedures.
- 7. League shall pay fee to County at County's above-stated address, or at such other place as County may designate in writing.
- 8. County is solely responsible to maintain said premises to "game conditions" during the term of this agreement.
- 9. League is solely responsible for the administration and operation of the League, to include, but not be limited to, participant registration and qualification, game official scheduling, crowd control, enforcement of league and park rules. League policies, procedures, or rules may not conflict with County policies, procedures, rules, or ordinances. County is not responsible for and will not administer or enforce league rules, policies, or procedures. Complaints received by the County beyond issues of field/facility

maintenance and upkeep will be directed to a representative of the League.

- 10. League shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. Damages to the premises beyond normal wear and tear shall be handled in the following way. For the purpose of this section, the failure to properly dispose garbage/refuse within designated containers shall be determined to be damage beyond normal wear and tear.
  - a. First Offense League is given a verbal warning.
  - b. Second Offense League is given a written warning detailing the damages and the real costs to the department to make the necessary repairs.
  - c. Third Offense and beyond League is invoiced for actual costs incurred by the department to repair damages, to include staff time, equipment use, and supplies. The posted damage deposit shall be the first source of reimbursement until such deposit is exhausted.
- 11. League shall not, without first obtaining the consent of County, make any alterations, additions or improvements in, to or on and about the premises.
- 12. To offset its maintenance costs, County reserves the right to collect a reasonable admission fee at all scheduled League games/events. In consideration of offsetting the League's administration and operating costs, League may request the County waive this right and charge and collect its own reasonable admission fee at all scheduled League games/events. Such waiver request must be made in writing and must be received by the County no later than 7 days prior to the first scheduled game/event.
- 13. No private concessionaires will be permitted on the grounds of the Taylor County Sports Complex without written approval from the County. As a condition of approval, League shall present proof of insurance and compliance with all applicable local, state, and federal laws and permits for each concessionaire.
- 14. League shall not, without first obtaining the written consent of County, assign, mortgage, pledge or encumber this agreement, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of League, and on every person or agency to whom League's interest under this agreement passes by operation of law.
- 15. County may enter the premises at any reasonable time on reasonable notice to League for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as County deems necessary or desirable.
- 16. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.
- 17. County covenants that League shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this agreement.
- 18. This Agreement shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.
- 19. Failure to comply with and/or perform the requirements of this agreement must be immediately documented and noticed to the offending party. The offending party shall be given a reasonable amount of time, but not to exceed 10 business days, to correct the offense. If after 10 business days the offense remains, this agreement will be considered cancelled. In the event of cancellation as a result of an offense by the League, then the fee and deposit shall be forfeited and all future games shall be cancelled. In the event of cancellation as a result of an offense by the County, then the fee and deposit shall be refunded to the League and all future games shall be cancelled.
- 20. League will provide to the County a statement of liability from their insurance carrier and shall indemnify the County, its agents, employees from any liability as a result of the use of the premises The League shall

participates in the league/event. COUNTY: LEAGUE PRESIDENT / LEAGUE OFFICIAL BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA STATE OF FLORIDA COUNTY OF TAYLOR I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Dustin Hinkel, as County Administrator, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed. Witness my hand and official seal this 1th.day of July 2022. My Commission Expires: CYNTHIA G. MOCK Commission # HH 067855 Expires December 4, 2024 Bonded Tirru Troy Fein Insurance 800-385-7019 STATE OF FLORIDA COUNTY OF TAYLOR I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_\_, to me well known and known be the individual described in and who executed the foregoing, and acknowledged before me that they , to me well known and known to me to executed the same freely and voluntarily for the purpose therein expressed. Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_\_. **NOTARY PUBLIC** My Commission Expires:

require each parent or guardian to sign a hold harmless and waiver of liability for each child that

### RESOLUTION NO. NA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, TAYLOR COUNTY, FLORIDA AUTHORIZING THE EXCHANGE OF CERTAIN PROPERTIES OWNED BY TAYLOR COUNTY WITH CERTAIN PROPERTIES OWNED BY CLARK PROPERTIES OF TAYLOR COUNTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY DEED, FOR TAYLOR COUNTY TO COMPLETE THE DEADMAN'S CURVE PROJECT ON THE BEACH ROAD LOCATED IN TAYLOR COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners has previously determined that it is in the best interest of Taylor County and the citizens of Taylor County and visitors of Taylor County to re-design and construct improvement to the curve known as Deadman's Curve on the Beach Road in Taylor County, Florida, and

WHEREAS, Clark Properties of Clark Properties of Taylor County, LLC, a Florida limited liability company has agreed to exchange property it owns in exchange for properties owned by Taylor County, Florida, and

WHEREAS, the parties have agreed to the exchange pursuant to Chapter 125.37, Florida Statutes.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT THEY APPROVE THE EXCHANGE AND THE CHAIRPERSON OF TAYLOR COUNTY, FLORIDA MAY EXECUTE WHATEVER DOCUMENTS NECESSARY TO COMPLETE THE EXCHANGE AND EXECUTE THE DEED. IN ADDITION, THE LEGAL DESCRIPTIONS OF THE PROPERTIES ARE ATTACHED AND MARKED EXHIBIT "A".

PASSED AND RESOLVED this 11+2. day of July, 2022.

THOMAS DEMPS, CHAIRPERSON TAYLOR COUNTY BOARD OF

COUNTY COMMISSIONERS

ATTEST:

GARY KNOWLES, Clerk

# The Curtis Law Firm, P.A. 103 North Jefferson Street, Perry, Florida 32348 Ph: (850) 584-5299 | Fax: (850) 290-7448 "PROPERTY DESCRIPTION PROVIDED BY BUYER OR SELLER, AND NOT VERIFIED BY THE CURTIS LAW FIRM, P.A."

### **Vacant Land Contract**

| 1. | Sale and Purchase ("Contract"): The Clark Properties of Taylor County, LLC ("Seller") and Taylor County, Florida  |                      | ····                           |
|----|---|----------------------|--------------------------------|
|    | ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below to described as:  Address: a Portion of 16110 Beach Rd., Perry, FL 32348  | ,                    |                                |
|    | Legal Description:  |                      |                                |
|    | See attached Exhibit A  |                      |                                |
|    |   |                      |                                |
|    |   |                      | 2500 000 8 0Z5                 |
|    | SEC 10 /TWP / 07 /RNG 07 of Taylor County, Florida. Real Property ID No.: a including all improvements existing on the Property and the following additional property:  | porator of v         | 10369-000 80 0036              |
| 2. |   | \$                   | 13,455.00                      |
|    | All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: The Curtis Law Firm, P.A.   |                      |                                |
|    | Escrow Agent's Contact Person: Laurel LaValle   |                      |                                |
|    | Escrow Agent's Address: 103 N Jefferson St, Perry, FL 32347   |                      |                                |
|    | Escrow Agent's Phone: 850-584-5299 Escrow Agent's Email: laurel@thecurtislawfirm.com  |                      |                                |
|    | (a) Initial deposit (\$0 if left blank) (Check if applicable)   |                      |                                |
|    | ☐ accompanies offer ☐ will be delivered to Escrow Agent within days (3 days if left blank)  |                      |                                |
|    | after Effective Date  | \$                   | 0.0                            |
|    | (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)  ☐ within days (10 days if left blank) after Effective Date  |                      |                                |
|    | within days (3 days if left blank) after expiration of Due Diligence Period   | \$                   | 0.0                            |
|    | (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)  | \$                   | 0.0                            |
|    | (d) Other   | \$                   | 0.0                            |
|    | (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds   | \$                   | 13,455.0                       |
|    | (f) ☐(Complete only if purchase price will be determined based on a per unit cost instead unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specific price)  | of a fixed           | d price.) The                  |
|    | prorating areas of less than a full unit. The purchase price will be \$   | per unit             | based on a                     |
|    | prorating areas of less than a full unit. The purchase price will be \$ calculation of total area of the Property as certified to Selfer and Buyer by a Florida lice  | ensed su             | rveyor in                      |
|    | accordance with Paragraph 8(c). The following rights of way and other areas will be excalculation:  | cluded fro           | om the                         |
| 3. | Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and delivered to all parties on or before, this offer will be withdrawn arrany, will be returned. The time for acceptance of any counter-offer will be 3 days after the delivered. The "Effective Date" of this Contract is the date on which the last one of the has signed or initialed and delivered this offer or the final counter-offer. | d Buyer<br>ate the c | 's deposit, if<br>ounter-offer |
| 4. | Closing Date: This transaction will close on ("Closing Date"), un   | ess spec             | cifically                      |
|    | extended by other provisions of this Contract. The Closing Date will prevail over all other tin   | ne period            | is including,                  |
|    | but not limited to, Financing and Due Diligence periods. However, if the Closing Date occur   | s on a Sa            | aturday,                       |
|    | Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable  | e to obtai           | in property                    |
|    | insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting st  | uspension            | n is lifted. If                |
|    | this transaction does not close for any reason, Buyer will immediately return all Seller provother items.   | ided doc             | uments and                     |
| 5. | Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure   | lender(s<br>delivery | ) are not<br>requirement       |
|    | 94  |                      |                                |
|    |   |                      |                                |

| 53<br>54  |     | ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.   |
|---|-----|---|
| 55<br>56*<br>57*<br>58*<br>59*<br>60<br>61<br>62<br>63<br>64*<br>65*<br>66*<br>67<br>68 | 6.  | <ul> <li>(a) ☑ Buyer will pay cash for the Property with no financing contingency.</li> <li>(b) ☐ This Contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and Buyer's deposit(s) will be returned.</li> <li>(1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ % of the purchase price at (Check one) ☐ a fixed rate not exceeding % ☐ an adjustable interest rate not exceeding % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to</li> </ul> |
| 69<br>70*<br>71*<br>72*   |     | disclose all such information to Seller and Broker.  (2) Seller Financing: Buyer will execute a first second purchase money note and mortgage to Seller in the amount of \$, bearing annual interest at% and payable as follows:  |
| 73<br>74<br>75<br>76<br>77<br>78<br>79<br>80<br>81<br>82*<br>83*                        |     | The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.  (3) Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to  |
| 84*   |     | LN## in the approximate amount of \$ currently payable at   |
| 85*<br>86*  |     | \$ per month, including principal, interest, □ taxes and insurance, and having a □ fixed □ other (describe)   |
| 87*<br>88<br>89*  |     | interest rate of% which \[ \subseteq will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds% or the   |
| 90°<br>91<br>92   |     | assumption/transfer fee exceeds \$, either party may elect to pay the excess, failing which this Contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this Contract will terminate; and Buyer's deposit(s) will be returned.  |
| 93*<br>94*  | 7.  | Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.   |
| 95*<br>96*<br>97<br>98<br>99*   | 8.  | Title: Setler has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify), free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject), provided there exists at closing no violation of the foregoing.  |
| 100<br>101<br>102<br>103<br>104*<br>105*  |     | (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at (Check one) Seller's Buyer's expense and (Check one) within 30 days after Effective Date at least days before Closing Date,   |
| 106<br>107*<br>108  |     | (Check one)  (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the  |
|   | Buy | yer (1) (1) and Seller (1) (1) acknowledge receipt of a copy of this page, which is 2 of 8 pages.   |

amount of the purchase price for fee simple title subject only to the exceptions stated above. If Buyer is paying for the owner's title insurance policy and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, Buyer will, within \_\_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

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9. Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.
(a) Inspections: (Check (1) or (2))

days (30 days if left blank) (1) Due Diligence Period: Buyer will, at Buyer's expense and within ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

- (2) No Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.
- (b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

  □ Buyer waives the right to receive a CCCL affidavit or survey.
- 10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
  - (a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title Title evidence (if applicable under Paragraph 8) Estoppel Fee(s)

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance

Other:

(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, 

Seller 

Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

- IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.
- (f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.

- (g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.
- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or Inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, falling which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- 16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
  - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

| Buyer (2) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 5 of 8 pages.    |                         |
|--|-------------------------|
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from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

- (b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.
- 17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

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- 18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
- 20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
- 1 to be rs.

| broker's commission. The broker's lien rights u  | under the act cannot be waived before the commission is earn   |
|--|--|
| closing agent: Seller and Buyer direct Closi<br>fees as specified in separate brokerage agree<br>Brokers, except to the extent Broker has retain | named below are collectively referred to as "Broker." Instructing Agent to disburse at Closing the full amount of the brokeral ments with the parties and cooperative agreements between ned such fees from the escrowed funds. This Paragraph will not be pensation made by Seller or listing broker to cooperating broker. |
|  |  |
| Seller's Sales Associate/License No.   | Buyer's Sales Associate/License No.  |

| Buyer's Sales Associate Phone Number  Listing Brokerage  Buyer's Brokerage  Buyer's Brokerage  Buyer's Brokerage  Buyer's Brokerage  Buyer's Brokerage  Address  Addenda: The following additional terms are included in the attached addenda and incorporate (Check if applicable):  A. Back-up Contract  B. Kick Out Clause  C. Other  Additional Terms:  This contract is subject to the County Commission voting after public hearing has occurred by si  This property will be an exchange for another property of the same value.  Buyer will pay \$2,300.00 of the seller's attorney fees for clearing title.  COUNTER-OFFER/REJECTION  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offer elseler rejects Buyer's offer |  |
|---|--|
| Listing Brokerage Address  2. Addenda: The following additional terms are included in the attached addenda and incorporate (Check if applicable):    A. Back-up Contract   B. Kick Out Clause   C. Other     3. Additional Terms:   This contract is subject to the County Commission voting after public hearing has occurred by statistic property will be an exchange for another property of the same value.  Buyer will pay \$2,300.00 of the seller's attorney fees for clearing title.  COUNTER-OFFER/REJECTION  I Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offer eliver a copy of the acceptance to Seller). I Seller rejects Buyer's offer   |  |
| 2. Addenda: The following additional terms are included in the attached addenda and incorporate (Check if applicable):    A. Back-up Contract     B. Kick Out Clause     C. Other     3. Additional Terms:     This contract is subject to the County Commission voting after public hearing has occurred by si   This property will be an exchange for another property of the same value.   Buyer will pay \$2,300.00 of the seller's attorney fees for clearing title.   Counter-Offen, Buyer must sign or initial the counter-offeilver a copy of the acceptance to Seller).   Seller rejects Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offeilver a copy of the acceptance to Seller).   |  |
| COUNTER-OFFER/REJECTION    Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offeliver a copy of the acceptance to Seller).  |  |
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| Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offer accept ance to Seller).  Seller rejects Buyer's offer  |  |
|   | ffered terms and   |
| his is intended to be a legally binding Contract. If not fully understood, seek the advice of a   | an attorney before   |
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| rint name: 100004 Demo5   | A STATE OF THE PARTY OF THE PAR |
| uyer:Date:  |  |
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| uyer's address for purpose of notice:   | J HRIOGE   |
| odress: 201 E. Green Street terry, FL. 323  |  |
| hone: 850-938-3500 Fax: 850-838-3501 Email: 1pembertor  | 147  |
| eller: Date:  | 147  |
| rint name:  | 147<br>n@Haylores  |
| eller: Date:  | 147<br>nataylorgo  |
|   | 147<br>n@Haylorgs  |

| 378<br>379* | Seller's address for purpose of notice:  Address: |              |  |  |  |  |  |
|-------------|---|--------------|--|--|--|--|--|
| 380*        | Phone:  | Fax:         | Email:   |  |  |  |  |
| 381*<br>382 | Effective Date:                                   | (The date on | which the last party signed or initialed and delivered the |  |  |  |  |

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### **EXHIBIT "A"**

A TRACT OF LAND TO BE USED FOR PUBLIC PURPOSES SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 439 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED ASFOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW 1/4 OF NW 1/4) OF SAID SECTION 10; THENCE SOUTH 89°13'39" WEST, ALONG THE SOUTH LINE OF SAID NW 1/4 OF NW 1/4, ADISTANCE OF 516.83 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EXISTING COUNTY ROAD 361 (100' WIDE RIGHT-OF-WAY); THENCE NORTH 34°20'08"WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 235.52FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 439; THENCE CONTINUE NORTH 34°20'08" WEST, ALONGSAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 0.14 FEET TO THE POINT OFBEGINNING; THENCE CONTINUE NORTH 34°20'08" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 416.77 FEET TO THE SOUTHEAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 398, PAGE 797 OF SAID PUBLIC RECORDS; THENCE NORTH 56°50'40" EAST ALONG SAID SOUTHEAST LINE, A DISTANCE OF 100.01 FEET; TO A POINT ON A NON-TANGENTIAL CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 910 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 20°46'47" EAST, 426.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°06'42" AN ARC LENGTH OF 430.60 FEET TO THE POINT OF BEGINNING.

### ALSO;

A TRACT OF LAND TO BE USED FOR PUBLIC PURPOSES SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 439 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER (NW 1/4 OF NW 1/4) OF SAID SECTION 10; THENCE SOUTH 89°10'38" WEST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 541.21 FEET TO THE EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 361 (BEACH RD); THENCE SOUTH 34°46'43" WEST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 118.59 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 910 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 21°11'23" WEST, 427.62 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°10'41", AN ARC LENGTH OF 431.65 FEET TO THE NORTHEASTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 398, PAGE 797 OF SAID PUBLIC RECORDS; THENCE NORTH 55°50'58" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 100.48 FEET TO THE AFOREMENTIONED EXISTING NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 361; THENCE NORTH 34°46'43" EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 416.75 FEET TO THE POINT OF BEGINNING.

A TRACT OF LAND TO BE USED FOR PUBLIC PURPOSES SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 435 OF THE PUBLIC RECORDS OF SAID COUNTY; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 88°51'48" EAST, ALONG THE NORTH LINE OF SAID SECTION 10. A DISTANCE OF 669.30 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 361 (BEACH RD) AND THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 435 OF SAID PUBLIC RECORDS; THENCE SOUTH 34°46'43" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 497.92 FEET, FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF- WAY LINE, SOUTH 34°46'43" WEST, 151.73 FEET, TO A POINT ON A NON-TANGENTIAL CURVE, CONCAVE WESTERLY; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG SAID CURVE HAVING A RADIUS OF 150 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 19°02'04" EAST, 81.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°29'19", AN ARC LENGTH OF 82.44 FEET TO A POINT OF TANGENCY WITH A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 250 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 18°17'28" EAST, 129.42 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°00'07", AN ARC LENGTH OF 130.91 FEET TO A POINT ON THE WEST RIGHT-OF- WAY LINE OF YATES CREEK RD AS DESCRIBED IN OFFICIAL RECORDS BOOK 248, PAGE 506 OF SAID PUBLIC RECORDS; SAID POINT BEING ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY ALONG SAID WEST YATES CREEK RD RIGHT-OF- WAY LINE ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 777.41 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 51°19'09" EAST, 11.88 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°52'32", AN ARC LENGTH OF 11.88 FEET; TO A POINT OF REVERSE CURVATURE, BEING A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 08°29'22" EAST, 68.54 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°32'03", AN ARC LENGTH OF 75.52 FEET TO THE POINT OF BEGINNING.

### RESOLUTION NO. N

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, TAYLOR COUNTY, FLORIDA AUTHORIZING THE EXCHANGE OF CERTAIN PROPERTIES OWNED BY TAYLOR COUNTY WITH CERTAIN PROPERTIES OWNED BY CLARK PROPERTIES OF TAYLOR COUNTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY BY DEED, FOR TAYLOR COUNTY TO COMPLETE THE DEADMAN'S CURVE PROJECT ON THE BEACH ROAD LOCATED IN TAYLOR COUNTY, FLORIDA.

WHEREAS, the Board of County Commissioners has previously determined that it is in the best interest of Taylor County and the citizens of Taylor County and visitors of Taylor County to re-design and construct improvement to the curve known as Deadman's Curve on the Beach Road in Taylor County, Florida, and

WHEREAS, Clark Properties of Clark Properties of Taylor County, LLC, a Florida limited liability company has agreed to exchange property it owns in exchange for properties owned by Taylor County, Florida, and

WHEREAS, the parties have agreed to the exchange pursuant to Chapter 125.37, Florida Statutes.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA THAT THEY APPROVE THE EXCHANGE AND THE CHAIRPERSON OF TAYLOR COUNTY, FLORIDA MAY EXECUTE WHATEVER DOCUMENTS NECESSARY TO COMPLETE THE EXCHANGE AND EXECUTE THE DEED. IN ADDITION, THE LEGAL DESCRIPTIONS OF THE PROPERTIES ARE ATTACHED AND MARKED EXHIBIT "A".

PASSED AND RESOLVED this 11th day of July, 2022.

THOMAS DEMPS, CHAIRPERSO TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

# The Curtis Law Firm, P.A. 103 North Jefferson Street, Perry, Florida 32348 Ph: (850) 584-5299 | Fax: (850) 290-7448 "PROPERTY DESCRIPTION PROVIDED BY BUYER OR SELLER,

AND NOT VERIFIED BY THE CURTIS LAW FIRM, P.A.\*\*

### **Vacant Land Contract**

| 1*<br>2* | 1. | Sale and Purchase ("Contract"): <u>Taylor County, Florida</u> ("Seller") and <u>The Clark Properties of Taylor County, LLC</u>   |                      |                           |  |  |  |  |
|----------|----|--|----------------------|---------------------------|--|--|--|--|
| 3        |    | ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  |                      |                           |  |  |  |  |
| 5*       |    | Address: a Portion of 16110 Beach Rd., Perry, FL 32348   |                      |                           |  |  |  |  |
| 6*       |    | Legal Description:   |                      |                           |  |  |  |  |
| 7        |    | See attached Exhibit A   |                      |                           |  |  |  |  |
| 8        |    |  |                      |                           |  |  |  |  |
| 0        |    |  |                      |                           |  |  |  |  |
| 1*       |    | SEC 10 /TWP / 07 /RNG 07 of Taylor County, Florida. Real Property ID No.:  |                      |                           |  |  |  |  |
| 2*<br>3* |    | including all improvements existing on the Property and the following additional property:   |                      |                           |  |  |  |  |
| 4*       | 2. |  | \$                   | 11,373.78                 |  |  |  |  |
| 5<br>6*  |    | All deposits will be made payable to "Escrow Agent" named below and held in escrow by: Escrow Agent's Name: The Curtis Law Firm, P.A.  |                      |                           |  |  |  |  |
| 7*       |    | Escrow Agent's Contact Person: Laurel LaValle  |                      |                           |  |  |  |  |
| 8*       |    | Escrow Agent's Address: 103 N Jefferson St, Perry, FL 32347  |                      |                           |  |  |  |  |
| 0*<br>9* |    | Escrow Agent's Phone: 850-584-5299 Escrow Agent's Email: laurel@thecurtislawfirm.com   |                      |                           |  |  |  |  |
|          |    | and the second s |                      |                           |  |  |  |  |
| 1        |    | (a) Initial deposit (\$0 if left blank) (Check if applicable)  |                      |                           |  |  |  |  |
| 2*<br>3* |    | ☐ accompanies offer ☐ will be delivered to Escrow Agent within days (3 days if left blank)   |                      |                           |  |  |  |  |
| 4*       |    | after Effective Date   |                      | 0.00                      |  |  |  |  |
| 5        |    | (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)   |                      |                           |  |  |  |  |
| 6*       |    | within days (10 days if left blank) after Effective Date   |                      |                           |  |  |  |  |
| 7*       |    | within days (3 days if left blank) after expiration of Due Diligence Period  | <b>§</b>             | 0.00                      |  |  |  |  |
| 8*       |    | (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)   | <b>\$</b>            | 0.00                      |  |  |  |  |
| 9*       |    | (d) Other:   | \$                   | 0.00                      |  |  |  |  |
| 0<br>1*  |    | (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds  | \$                   | 11,373.78                 |  |  |  |  |
| 2*       |    | (f) (Complete only if purchase price will be determined based on a per unit cost instead   | of a fixe            | d price.) The             |  |  |  |  |
| 3*       |    | unit used to determine the purchase price is I lot I acre I square foot I other (spe   |                      |                           |  |  |  |  |
| 4*       |    |  |                      | based on a                |  |  |  |  |
| 5        |    | calculation of total area of the Property as certified to Seller and Buyer by a Florida lice accordance with Paragraph 8(c). The following rights of way and other areas will be exceeded.   | insed su             | rveyor in                 |  |  |  |  |
| 6        |    | calculation:   | audeu m              | Jili die                  |  |  |  |  |
| 8        | 3. | Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and   | d an exe             | cuted copy                |  |  |  |  |
| 0        |    | delivered to all parties on or before, this offer will be withdrawn arrany, will be returned. The time for acceptance of any counter-offer will be 3 days after the d  | ate the c            | ounter-offer is           |  |  |  |  |
| 1        |    | delivered. The "Effective Date" of this Contract is the date on which the last one of the  | Seller               | and Buyer                 |  |  |  |  |
| 2        |    | has signed or initialed and delivered this offer or the final counter-offer.   |                      |                           |  |  |  |  |
| 3*       | 4. | Closing Date: This transaction will close on("Closing Date"), un   | ess spe              | cifically                 |  |  |  |  |
| 4        |    | extended by other provisions of this Contract. The Closing Date will prevail over all other time   |                      |                           |  |  |  |  |
| 5        |    | but not limited to, Financing and Due Diligence periods. However, if the Closing Date occur  |                      |                           |  |  |  |  |
| 6        |    | Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located)   | of the ne            | xt business               |  |  |  |  |
| 7        |    | day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting su   | enensia              | n is lifted if            |  |  |  |  |
| 8        |    | this transaction does not close for any reason. Buyer will immediately return all Seller prov  | ided doc             | uments and                |  |  |  |  |
| 0        |    | other items.   | 1400 400             |                           |  |  |  |  |
| i1<br>i2 | 5. | Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure  | lender(s<br>deliver) | ) are not<br>requirements |  |  |  |  |
|          |    | <b>10</b>  |                      |                           |  |  |  |  |

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

(2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller, then (1) above will be the title evidence.

(b) Title Examination: After receipt of the title evidence, Buyer will, within \_\_\_\_\_\_ days (10 days if left blank) but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within \_\_\_\_\_ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: Buyer may, at Buyer's expense, have the Property surveyed and must deliver written notice to Seller, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Seller's and Buyer's obligations will be determined in accordance with Paragraph 8(b).

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

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Property Condition: Seller will deliver the Property to Buyer at closing in its present "as is" condition, with
conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will not engage in or
permit any activity that would materially after the Property's condition without the Buyer's prior written consent.
(a) Inspections: (Check (1) or (2))

(1) Due Diligence Period: Buyer will, at Buyer's expense and within days (30 days if left blank) ("Due Diligence Period") after Effective Date and in Buyer's sole and absolute discretion, determine whether the Property is suitable for Buyer's intended use. During the Due Diligence Period, Buyer may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that Buyer deems appropriate. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals. Seller gives Buyer, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that Buyer, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, daims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close. Buver will, at Buver's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, Buyer must deliver written notice to Seller of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated, and Buyer's deposit(s) will be returned.

- (2) No Due Diligence Period: Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.
  Overnment Regulations: Changes in government regulations and levels of service which affect Buyer's
- (b) Government Regulations: Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Dillgence Period has expired or if Paragraph 9(a)(2) is selected.
- (c) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.
- (d) Coastal Construction Control Line ("CCCL"): If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.
- ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- 10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.
  - (a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)
Other:

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

207\* Other:

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(c) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) Special Assessment by Public Body: Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, 

Seller 

Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

| Buyer ( | _)(_           | ) and Seller (P)          | ) acknowledge receipt of a copy of this page, which is 4 of 8 pages. |                         |
|---------|----------------|---------------------------|--|-------------------------|
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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(f) Foreign Investment in Real Property Tax Act ("FIRPTA"): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at

closing.

(g) 1031 Exchange: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

- 11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. Time is of the essence in this Contract.
- 12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.
- 13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as humicanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.
- 14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.
- 15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.
- Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.
  - (a) Seller Default: If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

| River ( | and Seller (1) ( ) acknowledge receipt of a copy of this page, which is 5 of 8 pages.             |                         |
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from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

(b) Buyer Default: If Buyer fails, neglects, or refuses to perform Buyer's obligations under this Contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract.

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- 17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.
- 18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.
- 19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buver each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.
- 20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.
- 21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to closing agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

| 327* |                                      |                                     |  |
|------|--------------------------------------|-------------------------------------|--|
| 328  | Seller's Sales Associate/License No. | Buyer's Sales Associate/License No. |  |

| Seller's Sales Associate Email Address   |  |
|--|--|
| Series 3 Octos Associate Estati Audiess  | Buyer's Sales Associate Email Address  |
|  |  |
| Seller's Sales Associate Phone Number  | Buyer's Sales Associate Phone Number   |
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| Listing Brokerage  | Buyer's Brokerage  |
| Listing Brokerage Address  | Buyer's Brokerage Address  |
| 22. Addenda: The following additional terms are in   | ncluded in the attached addenda and incorporated into this Contra  |
| (Check if applicable):   | Control of the contro |
| A. Back-up Contract  |  |
| ☐ B. Kick Out Clause   |  |
| C. Other   |  |
| 23. Additional Terms:  |  |
| This contract is subject to the County Commissi  | on voting after public hearing has occurred by statute.  |
| This property will be an exchange for another pr   | operty of the same value.  |
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| ☐ Seller counters Buyer's offer (to accept the coundeliver a copy of the acceptance to Seller).  |  |
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| ☐ Seller counters Buyer's offer (to accept the coundeliver a copy of the acceptance to Seller). ☐ Seller rejects Buyer's offer  This is intended to be a legally binding Contracting signing.  | nter-offer, Buyer must sign or initial the counter-offered terms and   |
| ☐ Seller counters Buyer's offer (to accept the coundeliver a copy of the acceptance to Seller). ☐ Seller rejects Buyer's offer This is intended to be a legally binding Contract   | nter-offer, Buyer must sign or initial the counter-offered terms and   |
| ☐ Seller counters Buyer's offer (to accept the coundeliver a copy of the acceptance to Seller). ☐ Seller rejects Buyer's offer  This is intended to be a legally binding Contracting signing.  Buyer:  Print name:   | nter-offer, Buyer must sign or initial the counter-offered terms and etc. If not fully understood, seek the advice of an attorney before Date:   |
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| ☐ Seller counters Buyer's offer (to accept the counterliver a copy of the acceptance to Seller). ☐ Seller rejects Buyer's offer  This is intended to be a legally binding Contracting Seller.  Buyer: ☐ Print name: ☐ Buyer's address for purpose of notice: ☐ Address: ☐ Fax: ☐ F  | ter-offer, Buyer must sign or initial the counter-offered terms and st. If not fully understood, seek the advice of an attorney before   |
| □ Seller counters Buyer's offer (to accept the coundeliver a copy of the acceptance to Seller). □ Seller rejects Buyer's offer  This is intended to be a legally binding Contracting Seller: □ Print name: □ Buyer: □ Print name: □ Buyer's address for purpose of notice: Address: □ Phone: □ Fax: □ Sellers □ Contracting Sellers  | nter-offer, Buyer must sign or initial the counter-offered terms and st. If not fully understood, seek the advice of an attorney before  |
| □ Seller counters Buyer's offer (to accept the coundeliver a copy of the acceptance to Seller). □ Seller rejects Buyer's offer  This is intended to be a legally binding Contracting Signing.  Buyer: □ Print name: □ Buyer's address for purpose of notice: Address: □ Phone: □ Fax: □ Fax: □ Print name: □ Fax: □ Fax: □ Print name: □ Fax: □ F  | ter-offer, Buyer must sign or initial the counter-offered terms and st. If not fully understood, seek the advice of an attorney before   |
| □ Seller counters Buyer's offer (to accept the coundeliver a copy of the acceptance to Seller). □ Seller rejects Buyer's offer  This is intended to be a legally binding Contracting Seller: □ Print name: □ Buyer: □ Print name: □ Buyer's address for purpose of notice: Address: □ Phone: □ Fax: □ Sellers □ Contracting Sellers  | ter-offer, Buyer must sign or initial the counter-offered terms and st. If not fully understood, seek the advice of an attorney before   |
| Seller counters Buyer's offer (to accept the counterliver a copy of the acceptance to Seller).  Seller rejects Buyer's offer  This is intended to be a legally binding Contracting signing.  Buyer:  Print name:  Buyer's address for purpose of notice:  Address:  Phone:  Sellers  Print name:  Sellers  Sellers  Sellers  Sellers   | ter-offer, Buyer must sign or initial the counter-offered terms and st. If not fully understood, seek the advice of an attorney before   |
| Seller counters Buyer's offer (to accept the counterliver a copy of the acceptance to Seller).  Seller rejects Buyer's offer  This is intended to be a legally binding Contracting signing.  Buyer:  Print name:  Buyer's address for purpose of notice:  Address:  Phone:  Sellers  Print name:  Sellers  Sellers  Sellers  Sellers   | ter-offer, Buyer must sign or initial the counter-offered terms and st. If not fully understood, seek the advice of an attorney before   |

| 381**<br>382 | Effective Date:  | (The date on which the | last party signed or initialed and delivered the |
|--------------|--|------------------------|--|
| 380*         | Phone: 950-833-3500  | Fax: 850-838-3581      | Email: 1 pembertona toylor county gov.           |
| 378<br>379*  | Seller's address for purpose of notification Address: 201 E. Green | Street Perry, 1        | -L. 32347  |

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#### **EXHIBIT "A"**

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF EXISTING COUNTY ROAD 361 (BEACH ROAD) RIGHT-OF-WAY AND LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 435 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 88°51'48" EAST, ALONG THE NORTH LINE OF SAID SECTION 10. A DISTANCE OF 669.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EXISTING COUNTY ROAD 361 (BEACH RD) AND THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 435 OF SAID PUBLIC RECORDS; THENCE SOUTH 34°46'43" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1010.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 25°16'19" WEST, 333.63 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°00'48", AN ARC LENGTH OF 335.16 FEET TO A POINT OF INTERSECT WITH THE NEW YATES CREEK ROAD RIGHT-OF-WAY; THENCE DEPARTING SAID CURVE WESTERLY ALONG THE NEW EAST RIGHT-OF-WAY LINE OF YATES CREEK ROAD, NORTH 75°40'12" WEST, A DISTANCE OF 7.31 FEET TO A POINT OF CURVATURE: THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 64°50'31" WEST, 63.87 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°39'22", AN ARC LENGTH OF 64.26 FEET TO A POINT ON A NON- TANGENTIAL CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 721,21 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 52°31'13" WEST, 37.60 FEET; THENCE CONTINUING ALONG SAID YATES CREEK ROAD EAST RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°59'14", AN ARC LENGTH OF 37.60 FEET TO A POINT OF TANGENCY OF THE YATES CREEK RD RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 248, PAGE 506 OF SAID PUBLIC RECORDS: THENCE DEPARTING EASTERLY AND CONTINUING ALONG SAID YATES CREEK RIGHT-OF-WAY LINE ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 81°5'12" EAST, 72.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°36'47", AN ARC LENGTH OF 80.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 361 (BEACH RD); THENCE NORTH 34°46'43" EAST ALONG SAID COUNTY ROAD 361 WEST RIGHT-OF-WAY LINE, A DISTANCE OF 290.55 FEET TO THE POINT OF BEGINNING.

#### ALSO:

A TRACT OF LAND SITUATED IN SECTION 10, TOWNSHIP 7 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 398, PAGE 797 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-OUARTER OF THE NORTHWEST ONE-QUARTER (NW 1/4 OF NW 1/4) OF SAID SECTION 10; THENCE SOUTH 89°10'38" WEST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 541.21 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 361 (BEACH RD); THENCE SOUTH 34°46'43" WEST ALONG SAID NORTHEASTERLY RIGHT- OF-WAY, A DISTANCE OF 535.35 FEET TO THE NORTH CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 398, PAGE 797 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG THE NORTHEASTERLY PROPERTY LINE OF SAID PROPERTY, SOUTH 55°50'58" EAST, A DISTANCE OF 100.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY PROPERTY LINE A DISTANCE OF 212.60 FEET; THENCE SOUTH 56°50'40" WEST, A DISTANCE OF 211.08 FEET, TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 910.00 FEET, AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 00°11'18" EAST, 234.79 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°49'28", AN ARC LENGTH OF 235.45 FEET TO THE NORTHEASTERLY PROPERTY LINE OF SAID LAND AND THE POINT OF BEGINNING.





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

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

July 11, 2022

Representative Jason Shoaf 1401 The Capitol 402 South Monroe Street Tallahassee, FL 32399-1300

Dear Representative Shoaf,

Taylor County Board of County Commissioners supports Taylor Senior Citizens Center, Inc in their preparation and submittal of the Florida House of Representatives local support grant.

Our local Senior Center plays a very important role in providing services to the elderly population of our county.

Sincerely,

Thomas Demps Chairperson

**Taylor County Board of County Commissioners** 

July 1, 2022

Representative Jason Shoaf 1401 The Capitol 402 South Monroe Street Tallahassee, FL 32399-1300

Dear Representative Shoaf,

I am writing you this letter of support on behalf of DISC Village, Inc. to advocate for selection of a Local Support Grant through the House Appropriations Committee. I believe this private, nonprofit social services agency is deserving of this grant because it provides critical behavioral health services to our residents of Taylor County. I know you have sponsored bills recently supporting expansion of substance use and mental health services in your district, which makes DISC Village an excellent fit for a Local Support Grant.

DISC Village has been providing innovative prevention, treatment, and recovery services for over 50 years. When Taylor County residents find themselves in need of guidance and hope for behavioral health concerns, DISC Village has been a community partner guiding them towards a path to recovery.

I support DISC Village's work to ensure all individuals can access the highest quality behavioral health services in our local community. Through thoughtful innovations such as telehealth counseling and Medication Assisted Treatment for Opioid Use Disorder, they have ensured that our community members have access to low-cost, accredited, treatment services no matter their location, socioeconomic level, or diagnosis.

With this one-time non-recurring funding, DISC Village will implement infrastructure upgrades to its data management systems that will allow for the adoption of a HIPAA-compliant electronic health record (EHR) system. This transition will take a client's paper file and safely manage and connect clients with critical services in a cloud based, HIPPA compliant environment. A few of the results will look like, but not limited to, timely admissions into Residential treatment programs, improved communications between families, caregivers and case managers, and accurate documentation of collaboration between rural services providers accessible for clients regardless of their location. That is why your support for DISC Village's Local Support Grant request is so important to continue their efforts. Their services impact our community members who face day-to-day challenges they cannot overcome on their own. From past experience to more recent demonstrations of achievement, my signature below represents my greatest confidence that DISC Village will again, with your help and support, provide meaningful technological improvements to our behavioral health system of care in Taylor County.

Thank you,

**COMMISIONER NAME** 

P: Thomas Lenge

E:

08-TE.11-Date: May 17, 2022

This instrument prepared by or under the direction of:
Angela Hensel
Interim Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 703.1 SECTION NO. 38000 F.P. NO. 4374231

COUNTY ROAD Dennis Howell Road

COUNTY OF Taylor

#### TEMPORARY EASEMENT

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement for the purpose of final grading required for the bridge replacement with a box culvert, tying in, conforming, harmonizing, and/or reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on County Road: Dennis Howell Road, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

SEE Exhibit "A", attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of thirty-nine (39) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said board, the day and year aforesaid.

ATTEST:

Print Name:

Ex-Officio Clerk (or Deputy Clerk)

Taylor County, Florida,

by Its Board of County Commissioners

Print Name: Thomas Its Chairperson (or Vice-Chairperson)

Page 2 of 5

#### Exhibit "A"

Section No. 38000 County Road: Dennis Howell Road

**Taylor County** 

F.P. No. 4374231

Parcel No. 703

**Temporary Construction Easement** 

#### PART "A"

A Part Of The North West1/4 Of The North East1/4 Of Section 27, Township 6 South, Range 7 East, City Of Perry, Taylor County, Florida. Being More Particularly Described As Follows:

Commence At A 4" x 4" Concrete Monument Stamped "PLS 1428" At The North Quarter Corner Of Section 27, Thence South 00°56'12" East Along The West Line Of The Northwest Quarter Of The Northeast Quarter Of Section 27 A Distance Of 929.50 Feet To The Intersection Of The Baseline Of Survey Of Dennis Howell Road (Per The Florida Department Of Transportation Control And Maintenance Survey Of County Road Dennis Howell Road 45 Feet Right Of Way, Financial Project No. 4374231, Section 38000), Thence North 69°45'25" East Along The Said Baseline Of Survey Of Dennis Howell Road A Distance Of 104.69 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1207.50 Feet; Thence Along Said Curve, Through An Angle Of 08°51'49", An Arc Distance Of 186.80 Feet And A Chord Bearing And Distance Of North 65°19'31" East, 186.61 Feet To A Point Of Tangency; And The Point Of Beginning; Thence North 29°06'24" West, Departing The Baseline Of Survey Of Dennis Howell Road A Distance Of 22.50 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1,185.00 Feet And The Northerly Right Of Way Line Of Dennis Howell Road. Thence Along Said Curve, Through An Angle Of 10°02'45", An Arc Distance Of 207.77 Feet And A Chord Bearing And Distance Of North 55°52'14" East, 207.50 Feet To A Point Of Curvature Of A Curve To The Right, Having A Radius Of 103.58 Feet; Thence Along Said Curve And The Northerly Right Of Way Line Of Dennis Howell Road, Through An Angle Of 103°24'47", An Arc Distance Of 186.95 Feet And A Chord Bearing And Distance Of South 77°26'45" East, 162.59 Feet To A Point Of Tangency; Thence South 25°44'22" East, A Distance Of 34.31 Feet To A Point Of Curvature Of A Curve To The Right, Having A Radius Of 315.00 Feet; Thence Along Said Curve And The Easterly Right Of Way Line Of Dennis Howell Road, Through An Angle Of 03°51'01", An Arc Distance Of 21.17 Feet And A Chord Bearing And Distance Of South 23°48'51" East, 21.16 Feet To A Point Of Tangency; And The Northerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection) Thence Departing The Easterly Right Of Way Line Of Dennis Howell Road, Along Said Northwesterly Safe Upland Line, As Referenced By The Following 8 Courses: 1) South 81°36'24" West, 2.65 Feet; 2) South 53°32'58" West, 3.99 Feet; 3) South 13°29'35" West, 0.82 Feet; 4) South 73°40'01" West, 15.29 Feet; 5) North 83°24'58" West, 1.19 Feet 6) North 64°03'21" West, 11.60 Feet; 7) North 55°47'21" West, 4.24 Feet; 8) North 86°42'51" West, 13.63 Feet To A Point Of Tangency; And The Existing Westerly Right Of Way Line Of Dennis Howell Road, Thence Departing The Northerly Safe Upland Line North 25°44'22" West, A Distance Of 33.53 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 58.58 Feet; And The Existing Southerly Right Of Way Line Of Dennis Howell Road, Thence Along Said Curve, Through An Angle Of 103°24'49", An Arc Distance Of 105.73 Feet And A Chord Bearing And Distance Of North 77°26'46" West, 91.95 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 1,230.00 Feet; And The Existing Southerly Right Of Way Line Of Dennis Howell Road, Thence Along Said Curve, Through An Angle Of 10°02'45", An Arc Distance Of 215.66 Feet And A Chord Bearing And Distance Of South 55°52'14" West,

215.38 Feet To A Point Of Tangency; And Departing The Existing Southerly Right Of Way Line Of Dennis Howell Road, North 29°06'24" West, To The Baseline Of Survey Of Dennis Howell Road A Distance Of 22.50 Feet And The Point Of Beginning.

Containing 18,288 Square Feet, More Or Less.

ALSO:

#### PART "B"

A Part Of The North West1/4 Of The North East1/4 Of Section 27, Township 6 South, Range 7 East, City Of Perry, Taylor County, Florida. Being More Particularly Described As Follows:

Commence At A 4" x 4" Concrete Monument Stamped "PLS 1428" At The North Quarter Corner Of Section 27, Thence South 00°56'12" East Along The West Line Of The Northwest Quarter Of The Northeast Quarter Of Section 27 A Distance Of 929.50 Feet To The Intersection Of The Baseline Of Survey Of Dennis Howell Road (Per The Florida Department Of Transportation Control And Maintenance Survey Of County Road Dennis Howell Road 45 Feet Right Of Way, Financial Project No. 4374231, Section 38000), Thence North 69°45'25" East Along The Said Baseline Of Survey Of Dennis Howell Road A Distance Of 104.69 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1207.50 Feet; Thence Along Said Curve, Through An Angle Of 18°54'34", An Arc Distance Of 398.51 Feet And A Chord Bearing And Distance Of North 60°18'08" East, 396.71 Feet; To The Point Of Curvature Of A Curve To The Right Having A Radius Of 81.08 Feet; Thence Along Said Curve, Through An Angle Of 103°24'47", An Arc Distance Of 146.34 Feet And A Chord Bearing And Distance Of South 77°26'45" East, 127.27 Feet To A Point Of Tangency; Thence South 25°44'22" East, Along Said Baseline Of Survey Of Dennis Howell Road, A Distance Of 34.31 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 292.50 Feet; Thence Along Said Curve, Through An Angle Of 09°15'56", An Arc Distance Of 47.30 Feet And A Chord Bearing And Distance Of South 21°06'24" East, 47.25 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 507.50 Feet; Thence Along Said Curve, Through An Angle Of 00°32'04", An Arc Distance Of 4.73 Feet And A Chord Bearing And Distance Of South 16°44'27" East, 4.73 Feet; Being Along The Baseline Of Survey Of Dennis Howell Road And The Southerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection). To The Point Of Beginning; Thence Departing The Baseline Of Survey Of Dennis Howell Road Along Said Southerly Safe Upland Line, As Referenced By The Following 4 Courses: 1) South 38°56'47" East, 0.42 Feet; 2) South 17°27'51" East, 3.85 Feet; 3) North 75°41'45" East, 14.89 Feet; 4) South 60°06'40" East, 11.15 Feet To The Easterly Right Of Way Line Of Dennis Howell Road To The Point Of Curvature Of A Curve To The Left Having A Radius Of 485.00 Feet; Thence Along Said Curve, Through An Angle Of 15°58'46", An Arc Distance Of 135.26 Feet And A Chord Bearing And Distance Of South 26°32'34" East, 134.83 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 80.00 Feet; Thence Along Said Curve, Through An Angle Of 16°20'28", An Arc Distance Of 22.82 Feet And A Chord Bearing And Distance Of South 42°42'11" East, 22.74 Feet To A Point Of Tangency; Thence Departing the Easterly Right Of Way Line Of Dennis Howell Road South 39°07'35" West, A Distance Of 45.00 Feet To The Westerly Existing Right Of Way Line Of Dennis Howell Road And A Point Of Curvature Of A Curve To The Right Having A Radius Of 125.00 Feet; Thence Along The Westerly Existing Right Of Way Line Of Dennis Howell Road And Along Said Curve, Through An Angle Of 16°20'28", An Arc Distance Of 35.65 Feet And A Chord Bearing And Distance Of North 42°42'11" West, 35.53 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 530.00 Feet; Thence Along Said Curve, Through An Angle Of 18°03'32", An Arc Distance Of 167.05 Feet And A Chord Bearing And Distance Of North 25°30'12" West, 166.36 Feet; To The Point Of Curvature Of A Curve To The Left Having A Radius Of 270.00 Feet; Thence Along Said Curve, Through An Angle Of 00°27'09", An Arc Distance Of 2.13 Feet And A Chord Bearing And Distance Of North 16°42'00" West, 2.13 Feet To A Point Of Tangency; And The Southerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection). Thence Departing the Westerly Existing Right Of Way Line Of Dennis Howell Road Along The Southerly Safe Upland Line As Referenced By The Following 2 Courses: 1) North 80°58'27" East, 20.99 Feet; 2) South 38°56'47" East, 4.49 Feet To The Baseline Of Survey Of Dennis Howell Road And **The Point Of Beginning**.

Containing 8,286 Square Feet, More Or Less.

TE.12-Date: May 17, 2022

This instrument prepared by or under the direction of:

Print Name:

Print Name:

PARCEL NO. 703.1
SECTION NO. 38000
F.P. NO. 4374231
COUNTY ROAD Dennis Howell Road COUNTY OF Taylor

#### RESOLUTION

| 0         | N   | MOTION      | of     | Commissioner | Newman | ,   |
|-----------|-----|-------------|--------|--------------|--------|-----|
| seconded  | b   | y Commis    | ssione | r Englis     | ,      | the |
| following | Res | olution was | adop   | ted; and     |        |     |

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve County Road- Dennis Howell Road, Section No. 38000, F.P. No. 4374231 in Taylor County, Florida; and

WHEREAS, it is necessary that certain lands now owned by Taylor County be used temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the County; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a temporary construction easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of final grading required for the bridge replacement with a box culvert, tying in, conforming, harmonizing, and/or reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on County Road-Dennis Howell Road, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the

Reconnection Work, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in Taylor County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

Print Name: Thomas

Chairperson Board of County

Commissioners

County of Taylor, Florida

STATE OF FLORIDA

COUNTY OF TAYLOR

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Taylor, Florida, at a meeting held on the \_\_\_\_\_ day of



Print Name:

Clerk Board of County Commissioners

Taylor County, Florida

## Parcel Information Sheet NOT A DEED - INFORMATION PURPOSES ONLY

T. S. No. N/A R/W Map Sheet No. 3 Tax Parcel No. N/A

Section No. 38000 County Road: Dennis Howell Road

**Taylor County** 

F.P. No. 4374231

Parcel No. 703

**Temporary Construction Easement** 

A temporary construction easement for the purpose of final grading required for the bridge replacement with a box culvert, tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below, with the construction undertaken by the Department on adjacent County Road: Dennis Howell Road, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

#### PART "A"

A Part Of The North West1/4 Of The North East1/4 Of Section 27, Township 6 South, Range 7 East, City Of Perry, Taylor County, Florida. Being More Particularly Described As Follows:

Commence At A 4" x 4" Concrete Monument Stamped "PLS 1428" At The North Quarter Corner Of Section 27, Thence South 00°56'12" East Along The West Line Of The Northwest Quarter Of The Northeast Quarter Of Section 27 A Distance Of 929.50 Feet To The Intersection Of The Baseline Of Survey Of Dennis Howell Road (Per The Florida Department Of Transportation Control And Maintenance Survey Of County Road Dennis Howell Road 45 Feet Right Of Way, Financial Project No. 4374231, Section 38000), Thence North 69°45'25" East Along The Said Baseline Of Survey Of Dennis Howell Road A Distance Of 104.69 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1207.50 Feet; Thence Along Said Curve, Through An Angle Of 08°51'49", An Arc Distance Of 186.80 Feet And A Chord Bearing And Distance Of North 65°19'31" East, 186.61 Feet To A Point Of Tangency; And The Point Of Beginning; Thence North 29°06'24" West, Departing The Baseline Of Survey Of Dennis Howell Road A Distance Of 22.50 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1,185.00 Feet And The Northerly Right Of Way Line Of Dennis Howell Road. Thence Along Said Curve, Through An Angle Of 10°02'45". An Arc Distance Of 207.77 Feet And A Chord Bearing And Distance Of North 55°52'14" East, 207.50 Feet To A Point Of Curvature Of A Curve To The Right, Having A Radius Of 103.58 Feet; Thence Along Said Curve And The Northerly Right Of Way Line Of Dennis Howell Road, Through An Angle Of 103°24'47", An Arc Distance Of 186.95 Feet And A Chord Bearing And Distance Of South 77°26'45" East, 162.59 Feet To A Point Of Tangency; Thence South 25°44'22" East, A Distance Of 34.31 Feet To A Point Of Curvature Of A Curve To The Right, Having A Radius Of 315.00 Feet; Thence Along Said Curve And The Easterly Right Of Way Line Of Dennis Howell Road, Through An Angle Of 03°51'01", An Arc Distance Of 21.17 Feet And A Chord Bearing And Distance Of South 23°48'51" East, 21.16 Feet To A Point Of Tangency; And The Northerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection) Thence Departing The

Easterly Right Of Way Line Of Dennis Howell Road, Along Said Northwesterly Safe Upland Line, As Referenced By The Following 8 Courses: 1) South 81°36'24" West, 2.65 Feet; 2) South 53°32'58" West, 3.99 Feet; 3) South 13°29'35" West, 0.82 Feet; 4) South 73°40'01" West, 15.29 Feet; 5) North 83°24'58" West, 1.19 Feet 6) North 64°03'21" West, 11.60 Feet; 7) North 55°47'21" West, 4.24 Feet; 8) North 86°42'51" West, 13.63 Feet To A Point Of Tangency; And The Existing Westerly Right Of Way Line Of Dennis Howell Road, Thence Departing The Northerly Safe Upland Line North 25°44'22" West, A Distance Of 33.53 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 58.58 Feet; And The Existing Southerly Right Of Way Line Of Dennis Howell Road, Thence Along Said Curve, Through An Angle Of 103°24'49", An Arc Distance Of 105.73 Feet And A Chord Bearing And Distance Of North 77°26'46" West, 91.95 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 1,230.00 Feet; And The Existing Southerly Right Of Way Line Of Dennis Howell Road, Thence Along Said Curve, Through An Angle Of 10°02'45", An Arc Distance Of 215.66 Feet And A Chord Bearing And Distance Of South 55°52'14" West, 215.38 Feet To A Point Of Tangency; And Departing The Existing Southerly Right Of Way Line Of Dennis Howell Road, North 29°06'24" West, To The Baseline Of Survey Of Dennis Howell Road A Distance Of 22.50 Feet And The Point Of Beginning.

Containing 18,288 Square Feet, More Or Less.

ALSO:

#### PART "B"

A Part Of The North West1/4 Of The North East1/4 Of Section 27, Township 6 South, Range 7 East, City Of Perry, Taylor County, Florida. Being More Particularly Described As Follows:

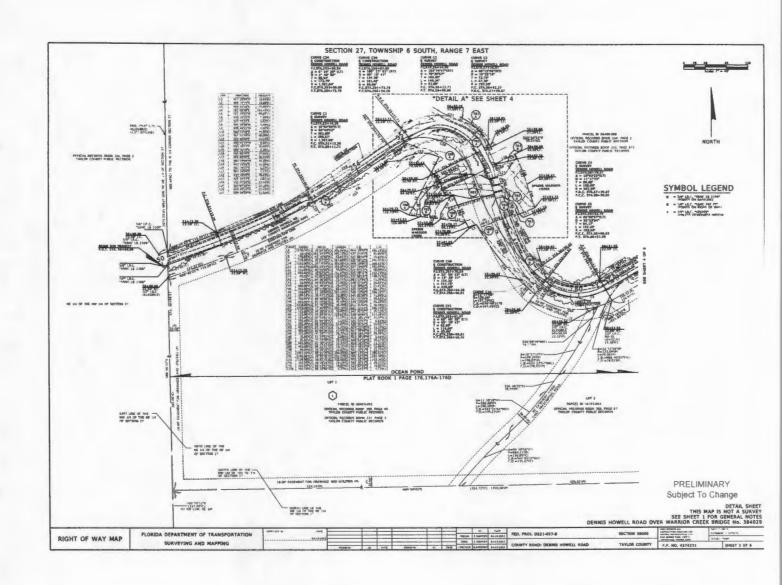
Commence At A 4" x 4" Concrete Monument Stamped "PLS 1428" At The North Quarter Corner Of Section 27, Thence South 00°56'12" East Along The West Line Of The Northwest Quarter Of The Northeast Quarter Of Section 27 A Distance Of 929.50 Feet To The Intersection Of The Baseline Of Survey Of Dennis Howell Road (Per The Florida Department Of Transportation Control And Maintenance Survey Of County Road Dennis Howell Road 45 Feet Right Of Way, Financial Project No. 4374231, Section 38000), Thence North 69°45'25" East Along The Said Baseline Of Survey Of Dennis Howell Road A Distance Of 104.69 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 1207.50 Feet; Thence Along Said Curve, Through An Angle Of 18°54'34", An Arc Distance Of 398.51 Feet And A Chord Bearing And Distance Of North 60°18'08" East, 396.71 Feet; To The Point Of Curvature Of A Curve To The Right Having A Radius Of 81.08 Feet; Thence Along Said Curve, Through An Angle Of 103°24'47", An Arc Distance Of 146.34 Feet And A Chord Bearing And Distance Of South 77°26'45" East, 127.27 Feet To A Point Of Tangency; Thence South 25°44'22" East, Along Said Baseline Of Survey Of Dennis Howell Road, A Distance Of 34.31 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 292.50 Feet; Thence Along Said Curve, Through An Angle Of 09°15'56", An Arc Distance Of 47.30 Feet And A Chord Bearing And Distance Of South 21°06'24" East, 47.25 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 507.50 Feet; Thence Along Said Curve, Through An Angle Of 00°32'04", An Arc Distance Of 4.73 Feet And A Chord Bearing And Distance Of South 16°44'27" East, 4.73 Feet; Being Along The Baseline Of Survey Of Dennis Howell Road And The Southerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection). To The Point Of Beginning; Thence Departing The Baseline Of Survey Of Dennis Howell Road Along Said Southerly Safe Upland Line, As Referenced By The Following 4 Courses: 1) South 38°56'47" East, 0.42 Feet; 2) South 17°27'51" East, 3.85 Feet; 3) North 75°41'45" East, 14.89 Feet; 4) South 60°06'40" East, 11.15 Feet To The Easterly Right Of Way Line Of Dennis Howell Road To The Point Of Curvature Of A Curve To The Left Having A Radius Of 485.00 Feet; Thence Along Said Curve, Through An Angle Of 15°58'46", An Arc Distance Of 135.26 Feet And A Chord Bearing And Distance Of South 26°32'34" East, 134.83 Feet To The Point Of Curvature Of A Curve To The Left Having A Radius Of 80.00 Feet; Thence Along Said Curve, Through An Angle Of 16°20'28", An Arc Distance Of 22.82 Feet And A Chord Bearing And Distance Of South 42°42'11" East, 22.74 Feet To A Point Of Tangency; Thence Departing the Easterly Right Of Way Line Of Dennis Howell Road South 39°07'35" West, A Distance Of 45.00 Feet To The Westerly Existing Right Of Way Line Of Dennis Howell Road And A Point Of Curvature Of A Curve To The Right Having A Radius Of 125.00 Feet; Thence Along The Westerly Existing Right Of Way Line Of Dennis Howell Road And Along Said Curve, Through An Angle Of 16°20'28", An Arc Distance Of 35.65 Feet And A Chord Bearing And Distance Of North 42°42'11" West, 35.53 Feet To The Point Of Curvature Of A Curve To The Right Having A Radius Of 530.00 Feet; Thence Along Said Curve, Through An Angle Of 18°03'32", An Arc Distance Of 167.05 Feet And A Chord Bearing And Distance Of North 25°30'12" West, 166.36 Feet; To The Point Of Curvature Of A Curve To The Left Having A Radius Of 270.00 Feet; Thence Along Said Curve, Through An Angle Of 00°27'09", An Arc Distance Of 2.13 Feet And A Chord Bearing And Distance Of North 16°42'00" West, 2.13 Feet To A Point Of Tangency; And The Southerly Safe Upland Line Of Spring Warrior Creek (As Per The Florida Department Of Environmental Protection). Thence Departing the Westerly Existing Right Of Way Line Of Dennis Howell Road Along The Southerly Safe Upland Line As Referenced By The Following 2 Courses: 1) North 80°58'27" East, 20.99 Feet; 2) South 38°56'47" East, 4.49 Feet To The Baseline Of Survey Of Dennis Howell Road And The Point Of Beginning.

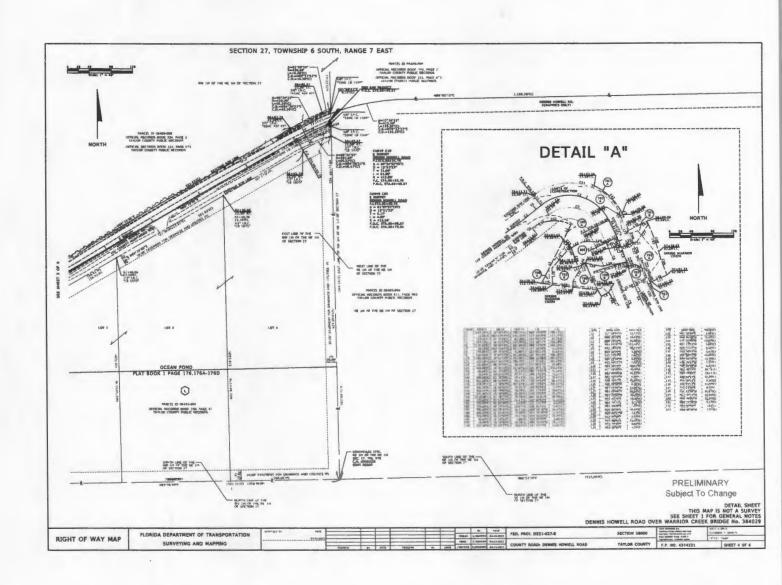
Containing 8,286 Square Feet, More Or Less.

SUBORDINATE INTEREST: N/A

THIS EASEMENT shall be for a period of thirty-nine (39) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

| Parcel Description Verified By:                                      |   | Date: <u>03/31/2022</u> |
|--|---|-------------------------|
| INFORMATION CONTA  | le Information<br>INED BELOW T<br>AY ACQUISITIO |                         |
| Based upon a title search through 00/00/0 Updated through 00/00/0000 | 000   |                         |
| Homestead Property: ☐ Yes ☐ No                                       |   |                         |
| Marital Status: ☐ Married ☐ Single                                   | ☐ Separated                                     | Other                   |
| Owned By: (08-TE.11) Taylor County, Flo                              | orida   |                         |
| Grantor's Mailing Address:   |   |                         |









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

# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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, Flonda 32348 (850) 584-6113 Phone (850) 584-2433 Fax

July 11, 2022

Representative Jason Shoaf 1401 The Capitol 402 South Monroe Street Tallahassee, FL 32399-1300

Dear Representative Shoaf,

This letter supports the application submitted by the Taylor County Board of County Commissioners for the Local Support Grant through the House Appropriations Committee for a Steinhatchee Fire Rescue & Public Safety Facility.

The County would like to construct a Fire Rescue Station to house EMS and serve as a public safety facility. The facility will meet hurricane standards and have a raised elevation due to the Steinhatchee area's predisposition to flooding. Fire Rescue and EMS are working out of three small inadequate structures with a carport. The current structures provide limited protection to the fire engine and emergency response vehicles in inclement weather.

The Fire Rescue and Public Safety facility will provide adequate fire protection and emergency response services to the citizens of Steinhatchee on the south end of the County and to mutual aid partners, particularly in Dixie County. The new facility will significantly improve emergency response times, with first responders located in one facility with adequate parking and storage for equipment. The hardened structure will ensure emergency services are available and can serve as a disaster recovery area during a state of emergency.

The public safety facility will provide the emergency response resources needed for the continuity of operations and rapid recovery during a disaster, allowing businesses to reopen and begin recovery efforts more efficiently and timely. Thank you for considering the Taylor County Fire Rescue and Public Safety Facility grant application and for your continued support on behalf of the citizens of Taylor County.

The Board of County Commissioners would like to designate this application as first priority.

Sincerely,

Thomas Demps

Chairperson

**Taylor County Board of County Commissioners** 



# Attestation Local Support Grant Request

THE ATTESTATION SHOULD BE COMPLETED AND SIGNED BY THE PRINCIPAL OFFICER OF THE ORGANIZATION OR ENTITY FOR WHICH A LOCAL SUPPORT GRANT REQUEST FORM WAS SUBMITTED. THE PRINCIPAL OFFICER IS THE INDIVIDUAL RESPONSIBLE FOR IMPLEMENTING THE DECISIONS OF THE GOVERNING BODY OF THE ORGANIZATION OR ENTITY OR FOR SUPERVISING THE MANAGEMENT, ADMINISTRATION, OR OPERATION OF THE ORGANIZATION OR ENTITY.

| I am the Chair  | (title of principal officer) of                     |
|---|---|
| Taylor Co Board of Commiss                                | (organization or entity) for which                  |
| a Local Support Grant Request Form was submitted. I       | nave read such Request Form # as                    |
| published on the Florida House of Representatives web     | site, and I verify that I am fully informed as to   |
| the information therein. I declare that all such info     | rmation is true and accurate OR $\square$ (check if |
| correction attached) is true and accurate as corrected in | n the attached statement.                           |
| I am authorized on behalf of the organization or entity   | listed above to and do consent to investigation     |
| of such information and any matter relevant thereto.      | I agree to provide all documents and other          |
| information requested by the Chair of the House Public    | Integrity & Elections Committee as part of such     |
| investigation, including information that may be reque    | ested on the organization, ownership, and any       |
| beneficiary of the organization or entity on whose beha   | of project funding has been requested.              |
| If any inaccuracies in the information contained in the I | Local Support Grant Request Form come to my         |
| attention, I agree to promptly correct such information   | ation by letter to the House Appropriations         |
| Committee.  |   |
| Under penalties of perjury, I declare that I have read    | d the foregoing statement and that the facts        |
| stated in it are true.                                    |   |
| M 6   |   |
| Signed: homes kiemps D                                    | rate:   |
| /   |   |
| Print name: Thomas Demps E                                | ntity name: TCBCC                                   |
|   |   |

The completed and signed attestation, as well as any subsequent letters of correction, should be submitted to the Appropriations Committee by electronic mail to the following address: apc@laspbs.state.fl.us.

The deadline to submit an Attestation Form is August 10, 2022.

#### The Florida House of Representatives

Local Support Grant Request - Fiscal Year 2022-23
For projects meeting the definition of House Rule 5.14

Only Members of the Florida House of Representatives can officially submit a Local Support Grant Request
Your request will not be officially submitted unless all questions and applicable sub parts are answered. The information
provided in the request will be posted on the House website and available for public review.

| 1. | Title | e of Project:        | Steinhatchee Fire Rescue & Public Safety Facility          |      |     |   |
|----|-------|----------------------|--|------|-----|---|
| 2. | Dat   | e of Submission:     | 06/28/2022   |      |     |   |
| 3. | Hou   | use Member Sponsor:  | Jason Shoaf District 7                                     |      |     |   |
| 4. | Det   | ails of Amount Reque | sted:  |      |     |   |
|    | a.    | Has funding been pro | ovided in a previous State budget for this activity? O Yes | ⊙ No |     |   |
|    | b.    | What is the most rec | ent fiscal year the project was funded?                    |      |     |   |
|    | c.    | Were the funds prov  | ided in the most recent fiscal year subsequently vetoed?   | OYes | ONo | If vetoed, check if recurring and/or nonrecurring |
|    | d.    | Complete the followi | ng Project Request Worksheet to develop your request.      |      |     | funds: Recurring Nonrecurring                     |

| FY:                 |                    | Appropriation for this<br>FY 2022-23<br>ted in FY 2022-23 enter<br>amount, even if veto  | the appropriated            | Develop New Funds Request for FY 2022-23 Local Support Grants (Requests for additional RECURRING funds in Column E are prohibited.) |                                    |   |  |
|---------------------|--------------------|--|-----------------------------|---|------------------------------------|---|--|
| Column:             | A                  | ВС   | С                           | D   | E                                  | F   |  |
| Funds<br>Desciption | Recurring<br>Funds | Nonrecurring<br>Funds  | Total Funds<br>Appropriated | Recurring<br>Base Budget  | Additional Nonrecurring<br>Request | TOTAL Nonrecurring plus<br>Recurring Base Funds |  |
| Input<br>Amounts    |                    | The state of the s | 0                           | 0   | 1,400,000                          | 1,400,000                                       |  |

e. Provide the total cost of the project for FY 2022-23 from all sources of funding (Enter "0" if amount is zero):

5. Is this a multi-year project requiring funding from the state for more than one year?

<Click to Select>

a. How much state funding would be requested after 2022-23 over the next 5 years?

|    | Type of Funding  | e of Funding Amount % of Total |         |       | Are the other sources of funds guaranteed in writing? |  |  |
|----|--|--------------------------------|---------|-------|---|--|--|
| 1. | Amount Requested from the State in this Local Support<br>Grant Request | 1,400,000                      | 100.0 % |       |   |  |  |
| 2. | Federal  | 0                              | 0.0 %   | C Yes | C No  |  |  |
| 3. | State (Excluding the requested Total Amount in #4d, Col F)             | 0                              | 0.0 %   | C Yes | C No  |  |  |
| 4. | Local  | 0                              | 0.0 %   | ○ Yes | C No  |  |  |
| 5. | Other  | 0.                             | 0.0 %   | ○ Yes | C No  |  |  |
|    | TOTAL  | 1,400,000                      | 100.0 % |       |   |  |  |

| b. | How many additional years of state support do you expect to need for this project?   | <click select="" to=""></click> |
|----|--|---------------------------------|
| c. | What is the total project cost for all years including all federal, local, state, and any describes the total project cost. If funds requested are for ongoing services or for re- |                                 |

C Yes @ No

<Click to Select>

Which is the most appropriate state agency to place an appropriation for the issue requested?

Department of Financial Services

7. Requester:

- a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? 

  § Yes C No
- Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

All deliverable and performance measures will be met within agency timelines and requirements. The County Engineer will provide the design and engineering services as well as serve as the project manager. The Engineer as well as the staff that will be administering the funding have a great deal of grants and project management experience.

|    | a.     | First Name:       | LaWanda                                  | Last Name: Pemberton   |              |
|----|--------|-------------------|--|--|--------------|
|    | b.     | Organization:     | Taylor County Board of Commissione       | ers  |              |
|    | c.     | Email:            | LPemberton@taylorcountygov.com           |  |              |
|    | d.     | Phone #:          | (850) 843-5381                           |  |              |
| 8. | Cont   | act for question  | ons about specific technical or financia | al details about the project.  |              |
|    | a.     | First Name:       | LaWanda                                  | Last Name: Pemberton   |              |
|    | b.     | Organization:     | Taylor County Board of Commissione       | ers  |              |
|    | c.     | Email:            | LPemberton@taylorcountygov.com           |  |              |
|    | d.     | Phone #:          | (850) 843-5381                           |  |              |
| 9. | If the | ere is a register | ed lobbyist working to secure funding    | for this project, fill out the information below. If not, click None |              |
|    | a.     | First Name:       | Not Applicable                           | Last Name:   |              |
|    | b.     | Firm:             |  |  |              |
|    | c.     | Email:            |  |  |              |
|    | d.     | Phone #:          |  |  | Page 3 of 11 |

| 10. | Organization or | Name o | f entity | receiving | funds: |
|-----|-----------------|--------|----------|-----------|--------|
|-----|-----------------|--------|----------|-----------|--------|

- a. Name: Taylor County Board of Commissioners
- b. County (County where funds are to be expended) Taylor
- c. Service Area (Counties being served by the service(s) provided with funding)

Taylor County, Dixie County, and the Big Bend Region

11. What type of organization is the entity that will receive the funds?

Local Government

If other, please describe:

12. What is the specific purpose or goal that will be achieved by the funds being requested?

The County will be constructing a Fire Rescue Station that will also house EMS and serve as a public safety facility. The facility will be constructed to meet hurricane standards and will have a raised based elevation due to the Steinhatchee area being prone to flooding. Currently, Fire Resuce and EMS is working out of three small inadequate structures with a carport. There current structures provide limited protection to fire engine and emergency response vehicles in inclement weather.

| <b>Spending Category</b>                               | Description   | Amount Requested [Total should equal 4d, |
|--|---|--|
| Administrative Costs                                   |   |  |
| Executive Director/Project<br>Head Salary and Benefits |   |  |
| Other Salary and Benefits                              |   |  |
| Expense/Equipment/<br>Travel/Supplies/Other            |   |  |
| Consultants/<br>Contracted Services/<br>Study          |   |  |
| Operational Costs                                      |   |  |
| Salaries and Benefits                                  |   |  |
| Expenses/Equipment/<br>Travel/Supplies/Other           |   |  |
| Consultants/<br>Contracted Services/<br>Study          |   |  |
| Fixed Capital Construction/M                           | lajor Renovation  |  |
| Construction/Renovation/<br>Land/Planning Engineering  | All funds will be used for the construction of the Fire Rescue/Public Safety Facility. The County will be providing the land for the facility, and all design, engineering, and project management services | 1,400,000                                |
| Total Requested  |   | 1,400,000                                |

|            | For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?  Local Government (e.g., police, fire or local government buildings, local roads, etc.)  |  |  |  |  |
|------------|---|--|--|--|--|
|            | If other, please describe:  |  |  |  |  |
|            | 100 maximum characters allowed  |  |  |  |  |
| 15.        | Is the project request an information technology project?   Yes No Water projects skip to #16   |  |  |  |  |
|            | a. Will this information technology project be managed within a state agency to support state agency program goals? C Yes C No  |  |  |  |  |
|            | b. What is the total cost (all years) to design and build the project?  |  |  |  |  |
|            | c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?   |  |  |  |  |
|            | d. Can the state agency fund the ongoing annual recurring costs within its current operating budget? Yes CNo  |  |  |  |  |
|            | e. What are the specific business objectives or needs the IT project is intended to address?  |  |  |  |  |
|            | 400 maximum characters allowed  |  |  |  |  |
|            | f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state ages to consider the proposed IT project a success?  |  |  |  |  |
|            | 100 maximum characters allowed  |  |  |  |  |
| 16.<br>17. | Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing or other expressions of support?   |  |  |  |  |
|            | The project has been discussed in numerous public meetings. There is a great deal of need for the facility as Steinhatchee is 39 miles from Perry and the County's primary fire station. Due to the condition of the current buildings during tropical events and periods of flooding, Fire Rescue and EMS are moved out of the area. There are no other support services within the Steinhatchee area. |  |  |  |  |
|            | Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served? C Yes No Please describe:  |  |  |  |  |
|            | 400 maximum characters allowed  |  |  |  |  |
|            |   |  |  |  |  |
|            | Page 6 of 11  |  |  |  |  |

| 18. Will the requested funds be used directly for services to citizens? | € Yes ○ No | Water projects skip to #19 |
|---|------------|----------------------------|
|---|------------|----------------------------|

a. What are the activities and services that will be provided to meet the purpose of the funds?

The fire rescue facility will serve Steinhatchee, and the south end of the County which covers approximately 400 sq. miles. The facility will also serve nearby Jena in Dixie Co. The facility will house EMS and serve as a disaster recovery staging area. The facility will be constructed to meet hurricane standards to ensure for continuity of operations.

b. Describe the direct services to be provided to the citizens by the funding requested.

Direct services will include fire protection, EMS services, and serve as a disaster recovery staging area. Steinhatchee is located more than 39 miles from the City of Perry and emergency support services. During coastal events, Steinhatchee is often self reliant for extended periods of time due to flooding, storm surge, and debris and/or damage from storms.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

| Elderly persons                    | Drug users (in health services)  |
|------------------------------------|--|
| Persons with poor mental health    | Preschool students   |
| Persons with poor physical health  | Grade school students  |
| Jobless persons                    | High school students   |
| Economically disadvantaged persons | University/College students  |
| At-risk youth                      | Currently or formerly incarcerated persons   |
| Homeless                           | Drug offenders (in criminal Justice)   |
| Developmentally disabled           | Victims of crime   |
| Physically disabled                | <ul> <li>General (The majority of funds will benefit no specific group)</li> </ul> |
| Other, please describe:            |  |
|                                    |  |

Required if 18c - Other is checked (100 maximum characters allowed)

d. How many in the target population are expected to be served? >800

#### 19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies):

| Benefit or Outcome   | Provide a specific measure of the benefit or outcome  | Describe the method for measuring level of benefit or outcome   |
|--|---|---|
| Improve physical health  | The new facility will enable fire rescue and EMS to better serve the citizens of Steinhatchee, the southern Taylor County, northern Dixie County and ensure for the continuity of operations at all times.  | Reduction of response times to emergencies and the ability to serve citizens at all times including coastal storm and flooding events.  |
| Improve mental health  |   |   |
| Enrich cultural experience   |   |   |
| Improve agricultural production/<br>promotion/education              |   |   |
| Improve quality of education   |   |   |
| Enhance/preserve/improve environmental or fish and wildlife quality  |   |   |
| Protect the general public from harm (environmental, criminal, etc.) | The facility will provide adequate fire protection and emergency response services to the citizens of Steinhatchee, the south end of the County, and those mutual aid is provided to, particularly in Dixie County. The facility will also serve as a disaster recovery staging area. | All emergency response calls are monitored and recorded. Being constructed to meet hurricane standards, the facility will be ready to serve citizens at all times. Having sufficient space and storage will extend the life of fire equipment, apparatus, and vehicles. The elevated structure will protect the facility from flooding. |

| Benefit or Outcome                                      | Provide a specific measure of the benefit or outcome  | Describe the method for measuring level of benefit or outcome   |
|---|---|---|
| Improve transportation conditions                       | 4.4   |   |
| Increase or improve economic activity                   | The public safety facility will provide the emergency response resources needed for the continuity of operations and a rapid recovery in the event of disaster. This will allow businesses to reopen and begin recovery efforts more efficiently and more timely. | The method of measuring benefits and outcome will be the recovery time and the reopening of local businesses and services |
| Increase tourism  |   |   |
| Create specific immediate job opportunities             |   |   |
| Enhance specific individual's economic self sufficiency |   |   |
| Reduce recidivism                                       |   |   |
| Reduce substance abuse                                  |   |   |
|   |   | Page 9 of 11  |

| Benefit or Outcome   | Provide a specific measure of the benefit or outcome  | Describe the method for measuring level of benefit or outcome   |
|--|---|---|
| Divert from Criminal/<br>Juvenile Justice System                     |   |   |
| Improve wastewater management  |   |   |
| Improve stormwater management  |   |   |
| Improve groundwater quality  |   |   |
| Improve drinking water quality                                       |   |   |
| Improve surface water quality  |   |   |
| Other (Please describe) Improve Emergency and Public Safety Services | The new facility will provide adequate space for not only fire rescue but also EMS services which are co-located in the same facility. The facility will also serve as a emergency response/disaster recovery staging area. | Improve emergency response times with first responders being located in one facility with adequate parking and storage for equipment. The hardened structure will ensure emergency services are available at all times and can serve as a disaster recovery area. |

#### The questions below are additional questions for water projects only

| 20. | Have you applied for alternative state funding?        |
|-----|--|
|     | a. C Wastewater Revolving Loan                         |
|     | b. C Drinking Water Revolving Loan                     |
|     | c. C Small Community Wastewater Treatment Grant        |
|     | d. Other (Please describe)                             |
|     | e. C N/A   |
| 21. | What is the population economic status?                |
|     | a. C Financially Disadvantaged Municipality            |
|     | b. @ Rural Area of Critical Economic Concern           |
|     | c. C Rural Community Experiencing Economic Distress    |
|     | d. C N/A   |
| 22. | What is the status of construction?                    |
|     | a. C Ready   |
|     | b. Not Ready   |
| 23. | What percentage of construction has been completed?    |
|     | %  |
| 24. | What is the estimated completion date of construction? |
|     |  |

#### **HOUSE RULE**

#### 5.14—Appropriations Project Bills

- (a)(1) For purposes of these rules, the term "appropriations project" means a specific appropriation, proviso, or item on a conference committee spreadsheet agreed to by House and Senate conferees providing funding for:
- a. A local government, private entity, or privately-operated program, wherein the specific appropriation, proviso, or item on a conference committee spreadsheet specifically names the local government, private entity, or privately-operated program or the appropriation, proviso, or item is written in such a manner as to describe a particular local government, private entity, or privately-operated program;
- b. A specific transportation facility that was not part of the Department of Transportation's 5-year work program submitted pursuant to s. 339.135, Florida Statutes;
- c. An education fixed capital outlay project that was not submitted pursuant to s. 1013.60 or s. 1013.64, Florida Statutes, unless funds for the specific project were appropriated by the Legislature in a prior year and additional funds are needed to complete the project as originally proposed;
- d. A specified program, research initiative, institute, center, or similar entity at a specific state college or university, unless recommended by the Board of Governors or the State Board of Education in their Legislative Budget Request; or
  - e. A local water project.
  - (2) The term does not include an appropriation that:
  - a. Is specifically authorized by statute;
  - b. Is part of a statewide distribution to local governments; or
- c. Was recommended by a commission, council, or other similar entity created in statute to make annual funding recommendations, provided that such appropriation does not exceed the amount of funding recommended by the commission, council, or other similar entity.
- (b) For purposes of these rules, the term "appropriations project bill" means a bill proposing funding for an appropriations project, which must be filed as a stand-alone bill and must be submitted to the House Bill Drafting Service in the form prescribed by the Speaker. Before an appropriations project bill may be filed, an appropriations project request form must be completed and electronically submitted in the form prescribed by the Speaker. An appropriations project bill may not be amended to include any additional appropriations project. An appropriations project bill may only request nonrecurring funds.
- (c) Before an appropriations project bill may be placed on a House committee or subcommittee notice, an attestation from the organization or entity for which the associated appropriations project request form was submitted must be filed with the Public Integrity & Elections Committee in the form prescribed by the Speaker. The attestation must include verification under penalty of perjury that the information in the appropriations project request form is true and accurate, that any inaccuracies will be promptly corrected, and that the organization or entity consents to investigation of such information and any matter relevant thereto.
- (d) Except as provided in Joint Rule 2, a House bill is out of order if it funds an appropriations project that was not filed as an appropriations project bill that was reported favorably by a House committee or subcommittee. For the purposes of this rule, an appropriations project bill that is approved as part of a consent agenda is considered to be reported favorably by a House committee or subcommittee.
- (e) A House bill is out of order if a recurring appropriation is used to fund an appropriations project.
  - (f) A House bill is out of order if it funds an appropriations project that is not clearly identified.

#### **HOUSE RULE**

- (g) A House bill is out of order if it funds an appropriations project in an amount less than 50 percent of the amount of funding proposed in an appropriations project bill as originally filed.
- (h) The portion of an appropriations project which was funded with recurring funds in the fiscal year 2016-2017 General Appropriations Act as approved by the Governor and funded at the same or lesser amount in subsequent fiscal years is exempt from the requirements of subsections (d) and (e). If recurring funding for an appropriations project is reduced in a conference report on the General Appropriations Act in any fiscal year, the appropriations project may receive no more than the reduced amount of recurring funding in any subsequent fiscal year. If in any year the recurring funds are eliminated in the conference report on the General Appropriations Act as approved by the Governor, the appropriations project may not receive any recurring funding in any subsequent fiscal year.
  - (i) Appropriations project bills may be considered on a consent agenda.
- 1. A consent agenda may contain only appropriations project bills, which shall be noticed in accordance with the deadlines in Rule 7.10.
- 2. By single motion, the chair shall call the vote for all of the bills on the consent agenda. A "yes" vote signifies an affirmative vote on every bill on the consent agenda, with the exception of specific "nay" votes as submitted pursuant to sub-subsection 3.
- 3. A member wishing to vote against a specific bill or bills included on the noticed consent agenda must file with the committee or subcommittee considering the bill a "Nay Vote Consent Agenda" form before the chair calls for the vote on the consent agenda. The chair shall announce the "nay" votes on specific bills before calling for the vote on the consent agenda.
- 4. When reported, bills included on a consent agenda may only be reported favorably or unfavorably, notwithstanding any other rule to the contrary.