

**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**PERRY, FLORIDA**

**TUESDAY, SEPTEMBER 6, 2022**

**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:

<u>DISTRICT</u>	<u>OFFICE</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
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>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
COUNTY ADMIN.	LAWANDA PEMBERTON	IN PERSON	ALL
COUNTY ATTORNEY	CONRAD BISHOP	IN PERSON	ALL
INFORMATION TECH	THERESA COPELAND	IN PERSON	ALL
ENVIRON SVCS DIR	GARY WAMBOLT	IN PERSON	ALL

COUNTY CONSTITUTIONAL OFFICERS ATTENDED THE MEETING AS FOLLOWS:

<u>POSITION</u>	<u>NAME</u>	<u>HOW ATTENDED</u>	<u>PORTION ATTENDED</u>
CLERK OF COURT	GARY KNOWLES	IN PERSON	ALL

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 ENGLISH, AND BY UNANIMOUS VOTE, THE BOARD APPROVED THE AGENDA FOR THIS DATE, AS SUBMITTED.

**CONSENT ITEMS:**

4. APPROVAL OF MINUTES OF JULY 18, 21, 28 AND AUGUST 16, 2022.

5. THE APPROVAL OF THE CURRENT BILLS BY THE BOARD, AS FOLLOWS:

GENERAL REVENUE FUND 068168 THROUGH 068258 INCLUSIVE

ROAD AND BRIDGE FUND 5017417 THROUGH 5017437 INCLUSIVE

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

6. THE BOARD TO CONSIDER APPROVAL OF STATE AID TO LIBRARIES GRANT AGREEMENT FOR FISCAL YEAR 2022-2023, AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

7. THE BOARD TO CONSIDER APPROVAL OF CORRESPONDENCE TO STATEWIDE E911-FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, TO ADVISE OF DAKOTA CRUCE AS THE NEW COUNTY 911 COORDINATOR, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

8. THE BOARD TO CONSIDER APPROVAL OF APPLICATION FOR THE 2022 E911 RURAL COUNTY MAINTENANCE GRANT, AS REQUESTED BY DAKOTA CRUCE, 911 COORDINATOR.

9. THE BOARD TO CONSIDER APPROVAL/ADVERTISING REQUEST FOR QUALIFICATIONS (RFQS) FOR PROFESSIONAL SURVEYING SERVICES FOR THE HODGES PARK REDEVELOPMENT PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

10. THE BOARD TO CONSIDER A REQUEST FROM SHERIFF PADGETT TO KEEP \$210,788.69 AS A BUDGET AMENDMENT.

11. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND (3), THE ROAD & BRIDGE FUND, THE MSTU FUND, THE SOLID WASTE FUND, THE LANDFILL FUND, THE AIRPORT FUND,(2) AND THE AIRPORT ENTERPRISE FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

12. THE BOARD TO CONSIDER APPROVAL OF REVISED PROPERTY EXCHANGE CONTRACTS IN ASSOCIATION WITH DEADMAN'S CURVE REALIGNMENT PROJECT.

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

MOTION PASSED BY UNANIMOUS VOTE OF THE BOARD.

ATTACHMENTS: CHECK REGISTERS; STATE AID TO LIBRARIES GRANT AGREEMENT;  
CORRESPONDENCE TO E911-FLORIDA DMS; 2022 E911 RURAL COUNTY MAINTENANCE GRANT  
APPLICATION; BUDGET RESOLUTIONS; REVISED PROPERTY EXCHANGE CONTRACTS  
(DEADMAN'S CURVE PROJECT)



## **BIDS/PUBLIC HEARINGS:**

13. **THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO CONSIDER ADOPTION OF PROPOSED AMENDED AND RESTATED FINAL ASSESMENT RESOLUTION, FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE IN THE UNINCORPORATED AREAS OF TAYLOR COUNTY, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022.**

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER ENGLISH, UNANIMOUS VOTE, TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE PROPOSED AMENDED AND RESTATED FINAL ASSESMENT RESOLUTION BY TITLE.

THE COUNTY ADMINISTRATOR PRESENTED A HISTORY OF THE PROPOSED RESOLUTION AND THE BUDGET PROJECTIONS FOR SOLID WASTE ASSESSMENT.

- ONE PROJECTION IS WITHOUT CAPITAL FUNDED BY THE 1-CENT SALES TAX
- ONE PROJECTION IS WITH CAPITAL FUNDED WITH SOLID WASTE ASSESSMENT

ALL PERSONS PRESENT WERE GIVEN AN OPPORTUNITY TO DISCUSS AND ASK QUESTIONS REGARDING THE PROPOSED ASSESMENT RESOLUTION.

### **SPEAKERS:**

1. WALTER ROWELL – I THINK YOU WILL RAISE THE ASSESSMENT NO MATTER WHAT WE SAY. IS THE ORDINANCE A LAW AND IS IT PUNISHABLE?

COUNTY ATTORNEY – SOME ORDINANCES HAVE PUNISHMENT AND SOME DON'T.

MR. ROWELL – YOU HAVE AN ORDINANCE, ENFORCE IT. THE ORDINANCE SAYS YOU DON'T ALLOW OVER FOUR (4) FOOT PIECES, BUT DO YOU ENFORCE IT? YOU HAVE JOB QUALIFICATIONS FOR ROLL-OFF SITE ATTENDANTS, WHY DON'T THEY DO THEIR JOB?

2. MICHAEL PADGETT – WHEN I DUMP, MY ATTENDANT HAS A CHANCE TO LOOK AT MY LOAD. HUNTING CAMPS ARE NON-RESIDENTIAL. ARE THERE MORE HUNTING CAMPS OR RV'S?
3. GEORGE TAYLOR - THE \$210, WHY CAN'T WE ISSUE CARDS TO THOSE WHO DON'T USE IT? CAN WE CHARGE AT THE ROLL-OFF SITES?

4. TOBIE WELLBURN – OUR ASSESSMENT WENT UP. I STARTED A PETITION TO HELP PEOPLE WHO DON'T LIVE HERE AND WE HAVE OVER 200 SIGNATURES. \$948 AD VALOREM TAXES.
5. JAMES LABRECQUE– WHAT DO WE DO ABOUT PEOPLE WHO LIVE IN A METAL SHACK? ARE THEY BEING CHARGED? YARD DEBRIS IS CONTAMINATED AND WE DON'T CHECK CARDS FOR LOCAL RESIDENTS.

COMMISSIONER FEAGLE – EVERY ISSUE YOU BROUGHT TO ME, I GAVE TO ADMINISTRATION.

6. PAM BECHDOLT - I NEED MORE TIME. I COULD GET THIS DONE AT MY PROPERTY.
7. CATHY BRAZZLE - MY HUSBAND AND I OPPOSE THIS INCREASE. THERE ARE SOME PEOPLE WHO CAN'T AFFORD THIS. THERE ARE A LOT OF OPPORTUNITIES TO LOOK FOR CUTS.
8. CHRIS MILLER – WE LIVE FOURTEEN (14) DAYS A MONTH IN TAYLOR COUNTY. WE ARE BEING ASSESSED FOR OUR PARK MODEL AND PERSONAL RV. I HAVE NEVER BEEN ASKED TO SHOW MY CARD.
9. DALE PYLE – I MOVED HERE FOUR (4) YEARS AGO AND COULD HAVE 4 RV'S FOR FAMILY OR TO EARN SOME EXTRA MONEY. I WAS TOLD I WOULD BE GRANDFATHERED IN.
10. SYDNEY JACKSON – ME AND MY DAUGHTER OWN A CAMPER, MY BROTHER AND SON-IN-LAW ALSO HAVE RV'S. I TAKE MY GARBAGE BACK HOME WITH ME.
11. RANDY HATHCOCK – HOW MUCH DO WE GENERATE WITH THE ONE-CENT SALES TAX? IS THERE AN OPT-OUT PROGRAM, WHY DO I HAVE TO PAY IF I DON'T USE IT?
12. JIM ZURBRICK – I HAVE SAID TWO OR MORE TIMES, A NICE FIFTH WHEEL SHOULD PAY THE SAME AS A SMALL HOME. WE HAVE TO DO SOMETHING TO LEVEL THE ASSESSMENT. I WOULD LIKE TO SEE THE STICKERS ENFORCED.
13. JENNIFER FLOYD - HALF OF THE PROPRTY I OWN IS IN THE CITY AND THE OTHER IN THE COUNTY. THERE IS NO HOME ON THE COUNTY PROPERTY.
14. ROBERT LENORE – I JUST BOUGHT PROPERTY AT COOEY ISLAND. THERE ARE EIGHT (8) RV'S AND WE DO NOT LIVE THERE. WE WANT TO CLEAN IT UP.

THE COUNTY ADMINISTRATOR READ LETTERS RECEIVED FROM THE FOLLOWING:

- LAURA JOHNSON
- CHARLES & SHERRY HARRIS
- PATRICIA LUDWICK
- WANDA RUTLAND
- MINDY LANDS
- GERALD D. GREGOR
- APRIL GRIFFIN
- MARK COX
- JENS & LESLIE KLAAR
- SHEILA BRYAN

CALLER – MICHAEL DANELL - WE ARE CONCERNED. WE WERE USING WASTE PRO SERVICES UNTIL FOUR RIVERS GATED THE ROAD. WE HAVE A \$4,700 INCREASE. CAN WE REDUCE PRICE FOR HUNTING CAMPS THAT HAVE LIMITED USE? WE HAVE THE POTENTIAL OF TWENTY-SIX (26) RV'S.

COMMISSIONER FEAGLE – MY POSITION HAS NOT CHANGED. I AM NOT FOR THIS UNTIL WE IDENTIFY SOME WAYS TO REDUCE COSTS. I CAN NOT VOTE FOR THIS KIND OF INCREASE. WE DO NEED TO IDENTIFY THOSE LIVING IN PLACES THAT DO NOT PAY.

COMMISSIONER ENGLISH – I HAVE BEEN LOOKING AT THIS SINCE 2020 AND WE ARE DRAINING MONEY FROM RESERVES. THIS HAS BEEN GOING ON FOR A LONG TIME AND SHOULD HAVE BEEN ADDRESSED SOONER. WE DO HAVE ISSUES THAT NEED TO BE ADDRESSED.

COMMISSIONER MOODY – WE HAVE TALKED ABOUT THIS FOR FOUR (4) OR FIVE (5) YEARS. WE HAVE NOT DONE ANYTHING AND NOW WE ARE \$300,000 IN THE HOLE. WE WILL NOT HAVE ANY RESERVES AFTER THIS YEAR. YOU CAN REMOVE RV HOOK-UPS IF YOU WANT TO REMOVE THE ASSESSMENT. I FAVOR THE \$178 AND WANT EVERYONE TO PAY THE SAME. WE NEED THE REVENUE TO PAY THE BILLS.

COMMISSIONER FEAGLE – IF WE FIX THE PROBLEM, WE MAY NOT EVEN HAVE TO PAY THE \$140.

COMMISSIONER ENGLISH – WHY WAS IT NOT COLLECTED IN THE PAST?

COMMISSIONER NEWMAN – WE HAVE GOT THE STUDY AND NOW WE HAVE A CHANCE TO CORRECT IT TONIGHT. COSTS ARE GOING UP ON EVERYTHING.

MOTION TO ADOPT RESOLUTION AND SET THE RATE ASSESSMENT AT \$178 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022.

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

MOTION PASSED BY A 4-1 VOTE.

ELIZABETH MOON – I HEARD YOU PASS A MOTION FOR \$178. YOU ARE VIOLATING HUNTING CAMP LAWS, THEY ARE NOT RESIDENTIAL.

ATTACHMENT: LETTERS READ BY THE COUNTY ADMINISTRATOR; FINAL ASSESSMENT RESOLUTION

**14. THE BOARD TO RECEIVE BIDS FOR THE SALE OF COUNTY-OWNED PROPERTY IN KEATON BEACH (BLOCK A KEATON BEACH UNIT 1), SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.**

THE FOLLOWING BIDS WERE RECEIVED:

1. H.B. TUTEN, JR.  
L. THOMAS  
P.O. BOX 415  
PERRY, FL. 32348 \$85,100.00
2. JOHN B. WEBB, II  
JERI R. WEBB  
20545 MARINA RD  
PERRY, FL 32348 \$99,500.00

COMMISSIONER MOODY – I WOULD LIKE TO SEE THE PROPRTY AWARDED TO SOMEONE WHO COULD BUILD.

JOHN WEBB – I WOULD LIKE TO GUT THE PROPERTY.

COMMISSIONER ENGLISH – I AM FOR SELLING TO THE HIGHEST BIDDER.

COMMISSIONER FEAGLE – I WOULD NOT SUPPORT THIS, IT IS LESS THAT THE APPRAISED VALUE.

COMMISSIONER NEWMAN – I STILL BELIEVE THERE IS A PUBLIC USE AND OPPOSE THE SALE.

CHAIR DEMPS – THIS IS ONE TIME TO SELL.

MOTION TO ACCEPT THE HIGHEST BID, IN THE AMOUNT OF \$99,500.00, AS SUBMITTED BY THE WEBB'S.

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

MOTION CARRIED BY A 3-2 VOTE.

SAID BIDS BEING ON FILE IN THE CLERK'S OFFICE.

**15. THE BOARD TO ACCEPT AND OPEN BID FOR COUNTY-OWNED PROPERTY LOCATED ON MARINA DRIVE IN KEATON BEACH, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

THE FOLLOWING BID WAS RECEIVED:

1. CYNTHIA COLLINS  
2079 WILSON POND RD  
PRESTON, GA 31824 \$20,000

MOTION TO ACCEPT THE BID, IN THE AMOUNT OF \$20,000, AS SUBMITTED BY CYNTHIA COLLINS.

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

MOTION CARRIED BY A 3-2 VOTE.

SAID BID BEING ON FILE IN THE CLERK'S OFFICE.

16. THE BOARD TO RECEIVE BIDS FOR THE LEASING OF 296+ ACRES FOR THE HARVESTING OF SAW PALMETTO BERRIES IN TAYLOR COUNTY, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

NO BIDS WERE RECEIVED.

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

**HOSPITAL ITEMS:**

NONE



**PUBLIC REQUESTS:**

**17. WALTER ROWELL TO APPEAR TO DISCUSS SOLID WASTE.**

MR. ROWELL – THE ONE-CENT SALES TAX WAS USED FOR THE JAIL AND THEN IT WENT FOR THE HOSPITAL. TAXES WILL NEVER GO DOWN UNLESS YOU CHANGE.

**COUNTY STAFF ITEMS:**

- 18. THE BOARD TO CONSIDER APPROVAL AND AWARD OF THE CONTRACT FOR TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.**

DISCUSSION:

MOTION TO AWARD AND EXECUTE THE CONTRACT FOR TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES TO A&R LEE SERVICES, LLC, AS THE LOWEST RESPONSIVE BIDDER (ANNUAL AMOUNT OF \$17,193.50), AND ADDRESSING THE REQUEST FOR ADJUSTABLE FERTILIZER PRICING.

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

MOTION CARRIED BY UNANIMOUS VOTE.

**19. THE BOARD TO CONSIDER APPROVAL/EXECUTION OF LOCAL AGENCY PROGRAM AGREEMENT TO CONSTRUCT A SIDEWALK ALONG 1<sup>ST</sup> AVENUE IN STEINHATCHEE AND TO CONSIDER ADOPTION OF AUTHORIZING RESOLUTION, AS AGENDAED BY THE COUNTY ENGINEER.**

MOTION BY COMMISSIONER FEAGLE, SECOND BY COMMISSIONER ENGLISH AND UNANIMOUS VOTE, TO AUTHORIZE THE COUNTY ATTORNEY TO READ THE PROPOSED RESOLUTION BY TITLE.

MOTION BY COMMISSIONER ENGLISH, SECOND BY COMMISSIONER MOODY, UNANIMOUS VOTE, TO ADOPT THE AUTHORIZING RESOLUTION.

MOTION TO APPROVE/EXECUTE LOCAL AGENCY PROGRAM AGREEMENT TO CONSTRUCT A SIDEWALK ALONG 1<sup>ST</sup> AVENUE IN STEINHATCHEE.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: LOCAL AGENCY PROGRAM AGREEMENT; AUTHORIZING RESOLUTION

**COUNTY ATTORNEY ITEMS:**

**20. THE COUNTY ATTORNEY TO DISCUSS PROPERTY ISSUE AND EXECUTION OF PROPOSED QUIT CLAIM DEED TO CONVEY PROPERTY CONVEYED IN ERROR TO TAYLOR COUNTY.**

**DISCUSSION:**

THAT AN ERROR IN THE DESCRIPTION OCCURRED WHEN THE PROPERTY WAS DEVELOPED, AND A 25-FOOT ROADWAY WAS INADVERTENTLY INCLUDED IN THE DESCRIPTION TO THE COUNTY, SAID PROPERTY BEING OWNED BY DENNIS AND BARBARA MCLEAN.

REQUEST THAT THE BOARD EXECUTE A DEED FOR APPROXIMATELY A 25' X 660' STRIP CONVEYED TO THE COUNTY IN ERROR, TO DENNIS AND BARBARA MCLEAN.

MOTION TO APPROVE EXECUTION OF A QUIT CLAIM DEED TO CONVEY PROPERTY TO DENNIS W. MCLEAN AND BARBARA B. MCLEAN, HIS WIFE, CONVEYED TO THE COUNTY IN ERROR.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: LETTER WITH ATTACHMENTS FROM ATTORNEY ANGELA BALL

**COUNTY ADMINISTRATOR ITEMS:**

**21. THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT FOR OFFICE SPACE FOR THE GUARDIAN AD LITEM PROGRAM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

DISCUSSION:

TERM OF LEASE IS OCTOBER 1, 2022 TO SEPTEMBER 30, 2023. THE LEASE IS RENEWABLE MONTHLY.

INCREASE COST IS ABSORBED IN THE GUARDIAN AD LITEM'S BUDGET.

MOTION TO APPROVE AND EXECUTE THE LEASE AGREEMENT WITH ANN HODGES TO PROVIDE A LOCATION FOR GUARDIAN AD LITEM.

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

MOTION CARRIED BY UNANIMOUS VOTE.

ATTACHMENT: COMMERCIAL LEASE

**22. THE BOARD TO CONSIDER APPROVAL OF REQUEST FROM BIG BEND TECHNICAL COLLEGE TO UTILIZE NON-RUNNING AMBULANCES FOR THE DIESEL MECHANIC PROGRAM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.**

**DISCUSSION:**

COUNTY ADMINISTRATOR – WE RECEIVED A REQUEST FROM BIG BEND TECHNICAL COLLEGE TO UTILIZE NON-RUNNING AMBULANCES FOR THE DIESEL MECHANIC PROGRAM, AND THEY WILL RETURN THEM WHEN THE COUNTY REQUIRES. THEY COULD GIVE US A COST TO REPAIR.

MOTION TO ALLOW BIG BEND TECHNICAL COLLEGE TO USE THESE VEHICLES UNTIL NEEDED BY THE COUNTY.

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

MOTION CARRIED BY UNANIMOUS VOTE.

**23. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.**

- REMINDED THE BOARD OF THE UPCOMING PUBLIC HEARINGS IN CONNECTION WITH THE F.Y. 2022.2023 BUDGET, MONDAY, SEPTEMBER 12 AND 19, 2022 AT 5:01 P.M.

COMMISSIONER NEWMAN – I WOULD SUGGEST HOLDING A WORKSHOP ON SOLID WASTE, AFTER THE PUBLIC HEARINGS LISTED.

**24. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:**

JIM ZURBRICK – PRESENTED PICTURES OF SIGNS AT DEADMAN’S MARINA. STOP SIGNS WERE PUT UP BY OWNERS. WE WANT TO WORK WITH THESE PEOPLE ON COUNTY RIGHT-OF-WAY. THEY ARE SELLING BOATS ON COUNTY RIGHT-OF-WAY.



**25. BOARD INFORMATIONAL ITEMS:**

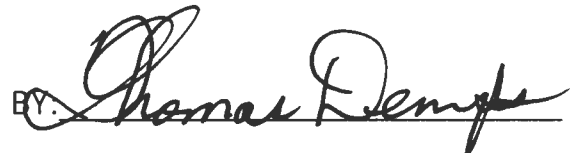
COUNTY ATTORNEY – I WILL LET THE BIDDERS KNOW OF THE BOARD’S AWARD OF THE PARCEL AT KEATON BEACH. THEY NEED TO GET TITLE INSURANCE.

COMMISSIONER FEAGLE – WE NEED MICROPHONES, IT IS DIFFICULT TO HEAR.

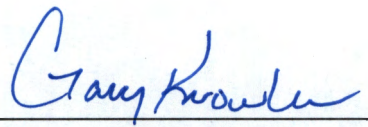
US FOUR COMMISSIONERS HAVE TO WORK TOGETHER. LET’S DON’T INTERCEPT EACH OTHER.

THE HOUR BEING APPROXIMATELY 9:45 P.M., AND THERE BEING NO FURTHER BUSINESS, COMMISSIONER ENGLISH MADE A MOTION, WITH A SECOND BY COMMISSIONER MOODY, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE BOARD, SUBJECT TO CALL.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY:   
THOMAS DEMPS, Chair

ATTEST:

BY:   
GARY KNOWLES, Clerk

SUNGARD PENTAMATION, INC.  
DATE: 09/08/2022  
TIME: 09:09:46

TAYLOR COUNTY BOARD OF COMMISSIONERS  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '68168' and '68258'  
ACCOUNTING PERIOD: 12/22

FUND - 151 - SMALL COUNTY SALES SURTAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68197	09/07/22	7790	STINGRAY CHEVROLET LLC	1507	CC10706/9C1 2022 MODEL	0.00	36,490.00
1011010	68197	09/07/22	7790	STINGRAY CHEVROLET LLC	1507	CC10706/9C1 2022 MODEL	0.00	36,490.00
1011010	68197	09/07/22	7790	STINGRAY CHEVROLET LLC	1507	CC10706/9C1 2022 MODEL	0.00	36,490.00
1011010	68197	09/07/22	7790	STINGRAY CHEVROLET LLC	1507	CC10706/9C1 2022 MODEL	0.00	36,490.00
1011010	68197	09/07/22	7790	STINGRAY CHEVROLET LLC	1507	2022 CHEVROLET 1500 SI	0.00	34,655.00
TOTAL CHECK							0.00	180,615.00
TOTAL CASH ACCOUNT							0.00	180,615.00
TOTAL FUND							0.00	180,615.00

9.6.22

SUNGARD PENTAMATION, INC.  
 DATE: 09/08/2022  
 TIME: 09:09:46

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '68168' and '68258'  
 ACCOUNTING PERIOD: 12/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68168	08/19/22	000063	CITY OF PERRY	0473	6/3-7/8/22	0.00	59.06
1011010	68168	08/19/22	000063	CITY OF PERRY	0473	6/3-7/8/22	0.00	203.08
TOTAL CHECK							0.00	262.14
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0229	7/12-8/9/22	0.00	134.05
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0160	7/12-8/9/22	0.00	6,184.68
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0164	7/12-8/9/22	0.00	1,180.54
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0174	7/12-8/9/22	0.00	542.34
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0169	7/12-8/9/22	0.00	32.15
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0123	7/12-8/9/22	0.00	920.05
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0162	7/12-8/9/22	0.00	32.32
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0489	7/12-8/9/22	0.00	2,568.32
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0473	6/29-7/28/22	0.00	472.14
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/12-8/9/22	0.00	30.58
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0172	7/12-8/9/22	0.00	188.66
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/12-8/9/22	0.00	30.41
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/12-8/9/22	0.00	33.94
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/12-8/9/22	0.00	36.60
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/12-8/9/22	0.00	30.77
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/12-8/9/22	0.00	326.88
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/12-8/9/22	0.00	132.66
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0261	7/12-8/9/22	0.00	123.91
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0261	7/12-8/9/22	0.00	46.95
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0250	7/12-8/9/22	0.00	296.97
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0250	7/12-8/9/22	0.00	459.69
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0602-B	7/12-8/9/22	0.00	1,278.26
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0383	7/12-8/9/22	0.00	650.70
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0473	7/12-8/9/22	0.00	173.82
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0473	7/12-8/9/22	0.00	74.41
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0473	7/12-8/9/22	0.00	139.81
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0473	7/12-8/9/22	0.00	163.03
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0473	7/12-8/9/22	0.00	114.78
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0192	6/24-7/25/22	0.00	652.73
1011010	68170	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0419	7/12-8/9/22	0.00	217.92
TOTAL CHECK							0.00	17,270.07
1011010	68171	08/19/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	237.54
1011010	68171	08/19/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	21.98
1011010	68171	08/19/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	414.18
1011010	68171	08/19/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	26.92
1011010	68171	08/19/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	67.90
1011010	68171	08/19/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	5.44
1011010	68171	08/19/22	000477	FLORIDA DEPARTMENT OF RE	003	SALES TAX	0.00	56.00
1011010	68171	08/19/22	000477	FLORIDA DEPARTMENT OF RE	001	SALES TAX	0.00	6.54
TOTAL CHECK							0.00	836.50
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0191	7/2-8/2/22	0.00	67.77
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0191	7/2-8/2/22	0.00	30.77
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0191	7/9-8/9/22	0.00	31.34
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0260	7/9-8/9/22	0.00	55.83
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/9-8/9/22	0.00	55.84
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0260	7/9-8/9/22	0.00	62.15

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0260	7/9-8/9/22	0.00	88.08
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/9-8/9/22	0.00	88.08
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0277	7/9-8/9/22	0.00	44.04
1011010	68172	08/19/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/9-8/9/22	0.00	77.04
TOTAL CHECK							0.00	600.94
1011010	68173	08/19/22	5096	WASTE PRO - TALLAHASSEE	0473	INV# 0002370075	0.00	107.09
1011010	68174	08/26/22	002928	AFLAC	001	DED:1505 AFLAC	0.00	241.96
1011010	68174	08/26/22	002928	AFLAC	001	DED:1506 AFLAC-PT	0.00	776.61
TOTAL CHECK							0.00	1,018.57
1011010	68175	08/26/22	5760	AMERICAN GENERAL LIFE &	001	DED:1450 AIG LIFE	0.00	57.07
1011010	68175	08/26/22	5760	AMERICAN GENERAL LIFE &	001	DED:1451 AIG LIFE	0.00	57.06
TOTAL CHECK							0.00	114.13
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1706 DENTAL-PT	0.00	74.64
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1702 DENTAL-PT	0.00	74.64
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1701 DENTAL-PT	0.00	307.44
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1700 DENTAL-PT	0.00	320.25
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1703 DENTAL-PT	0.00	359.94
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1712 DENTAL	0.00	25.60
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1718 DENTAL	0.00	51.23
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	BRYANAT	0.00	51.23
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	LEVERETTE	0.00	25.61
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	WILLIAMS	0.00	51.23
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1705 DENTAL-PT	0.00	256.10
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1704 DENTAL-PT	0.00	320.00
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1707 DENTAL-PT	0.00	359.94
1011010	68176	08/26/22	7353	BCC GENERAL FUND - DENTA	001	DED:1708 DENTAL	0.00	25.62
TOTAL CHECK							0.00	2,303.47
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1114 HEALTH	0.00	56.87
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1111 HEALTH	0.00	56.87
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1105 HEALTH-PT	0.00	454.96
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1106 HEALTH-PT	0.00	886.14
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1104 HEALTH-PT	0.00	1,271.48
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1109 HEALTH-PT	0.00	886.14
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1107 HEALTH-PT	0.00	1,089.84
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1101 HEALTH	0.00	5,000.94
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1102 HEALTH	0.00	7,614.96
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1100 HEALTH	0.00	13,258.00
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1103 HEALTH	0.00	58,377.75
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1125 HEALTH	0.00	181.64
1011010	68177	08/26/22	6688	BCC GENERAL FUND-HEALTH	001	DED:1108 HEALTH-PT	0.00	454.96
TOTAL CHECK							0.00	89,590.55
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1409 VOL LIFE	0.00	356.95
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	0110	CTY ADMIN	0.00	0.30
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	BRYANT	0.00	4.44
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	CARTER	0.00	2.39
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	EVANS	0.00	1.60

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	GREENE	0.00	2.39
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	HAWKINS	0.00	3.41
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	HAYDEN	0.00	4.44
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	LEVERETTE	0.00	1.52
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	LEVINGSTON	0.00	3.41
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	MANN	0.00	4.44
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	WOODS	0.00	0.53
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	PADGETT	0.00	2.28
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	T. PAGE	0.00	6.83
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	PARKER	0.00	3.41
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	ROSS	0.00	3.41
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	C. SADLER	0.00	4.44
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	E. SADLER	0.00	2.28
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	TAYLOR	0.00	6.83
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	WHIDDON	0.00	6.83
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	WILLIAMS	0.00	0.53
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1408 DEP LIFE	0.00	10.50
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1403 LIFE INS.	0.00	12.88
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1407 LIFE INS.	0.00	64.50
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1409 VOL LIFE	0.00	344.70
1011010	68178	08/26/22	6689	BCC GENERAL FUND-LIFE IN	001	DED:1402 LIFE INS.	0.00	370.09
TOTAL CHECK							0.00	1,225.33
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1301 VISION-PT	0.00	48.20
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1308 VISION PT	0.00	65.56
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1300 VISION-PT	0.00	71.52
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1302 VISION-PT	0.00	71.28
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	BRYANAT	0.00	5.95
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	PAGE	0.00	11.91
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	HAYDEN	0.00	5.95
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	TAYLOR	0.00	5.95
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	ROSS	0.00	11.91
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	WHIDDON	0.00	5.95
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1305 VISION	0.00	2.98
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1310 VISION PT	0.00	6.30
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1306 VISION	0.00	2.97
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1311 VISION PT	0.00	6.29
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1307 VISION	0.00	11.91
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1303 VISION-PT	0.00	38.52
1011010	68179	08/26/22	7352	BCC GENERAL FUND-VISION	001	DED:1309 VISION PT	0.00	59.50
TOTAL CHECK							0.00	432.65
1011010	68180	08/26/22	002841	BOARD OF CO. COMM. - GEN	001	DED:2006 CELL PHONE	0.00	200.00
1011010	68181	08/26/22	L2181025	NATIONWIDE RETIREMENT SO	001	DED:2002 DEFER.COMP	0.00	735.00
1011010	68182	08/26/22	7499	THE CHAPTER13 TRUSTEE	001	DED:1813 GARNISHMNT	0.00	144.00
1011010	68183	08/26/22	7667	TREASURER OF VIRGINA	001	DED:1209 CHILD SUPP	0.00	11.54
1011010	68184	08/26/22	L2183150	UNITED WAY OF THE BIG BE	001	DED:2001 UNITED WAY	0.00	40.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68185	08/26/22	000110	DUKE ENERGY FLORIDA, INC	0473	7/12-8/9/22	0.00	1,311.29
1011010	68186	08/26/22	7382	ABS TECHNOLOGY SOLUTIONS	0164	AGMT#025-1499967-000	0.00	211.27
1011010	68186	08/26/22	7382	ABS TECHNOLOGY SOLUTIONS	0260	AGMT#015-1408408-000	0.00	32.99
1011010	68186	08/26/22	7382	ABS TECHNOLOGY SOLUTIONS	0261	AGMT#015-1408408-000	0.00	32.99
1011010	68186	08/26/22	7382	ABS TECHNOLOGY SOLUTIONS	0277	AGMT#015-1408408-000	0.00	32.98
TOTAL CHECK							0.00	310.23
1011010	68187	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0513	7/14-8/12/22	0.00	71.18
1011010	68187	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0463	7/14-8/12/22	0.00	13.74
1011010	68187	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0457	7/9-8/9/22	0.00	176.11
1011010	68187	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0522	7/21-8/22/22	0.00	23.38
1011010	68187	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0165	7/15-8/15/22	0.00	355.68
1011010	68187	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0451-0P	7/15-8/15/22	0.00	182.78
1011010	68187	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/15-8/15/22	0.00	150.65
TOTAL CHECK							0.00	973.52
1011010	68188	08/31/22	001940	TAYLOR COUNTY SHERIFF'S	001	REIMB JAG GRANT	0.00	43,440.00
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0277	9/1-9/30/22	0.00	72.91
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0164	9/1-9/30/22	0.00	453.86
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0164	9/1-9/30/22	0.00	117.74
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0113	9/1-9/30/22	0.00	487.37
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0260	9/1-9/30/22	0.00	35.46
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0160	9/1-9/30/22	0.00	51.48
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0160	9/1-9/30/22	0.00	51.48
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0160	9/1-9/30/22	0.00	49.30
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0430	9/1-9/30/22	0.00	47.96
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0260	9/1-9/30/22	0.00	33.71
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0261	9/1-9/30/22	0.00	23.73
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0261	9/1-9/30/22	0.00	23.73
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0261	9/1-9/30/22	0.00	26.23
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0261	9/1-9/30/22	0.00	89.94
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0118	9/1-9/30/22	0.00	57.54
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0350	9/1-9/30/22	0.00	260.38
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0171	9/1-9/30/22	0.00	177.06
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0261	9/1-9/30/22	0.00	58.11
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0500	9/1-9/30/22	0.00	24.23
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0111	9/1-9/30/22	0.00	30.71
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0261	9/1-9/30/22	0.00	23.73
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0261	9/1-9/30/22	0.00	23.73
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0489	9/1-9/30/22	0.00	222.58
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0118	9/1-9/30/22	0.00	9.50
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0106	9/1-9/30/22	0.00	9.50
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0192	9/1-9/30/22	0.00	330.97
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0473	9/1-9/30/22	0.00	8.80
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0487	9/1-9/30/22	0.00	44.01
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0488	9/1-9/30/22	0.00	123.26
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0114	9/1-9/30/22	0.00	60.59
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0261	9/1-9/30/22	0.00	46.64
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0192	9/1-9/30/22	0.00	146.71
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0489	9/1-9/30/22	0.00	110.57

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0489	9/1-9/30/22	0.00	54.40
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0430	9/1-9/30/22	0.00	417.35
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0430	9/1-9/30/22	0.00	71.29
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0192	9/1-9/30/22	0.00	153.70
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0500	9/1-9/30/22	0.00	278.82
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0250	9/1-9/30/22	0.00	199.10
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0500	9/1-9/30/22	0.00	41.48
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0237	9/1-9/30/22	0.00	1,381.04
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0237	9/1-9/30/22	0.00	418.13
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0601	9/1-9/30/22	0.00	41.48
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0719	9/1-9/30/22	0.00	56.22
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0719	COUNTY JUDGE AUG	0.00	56.22
1011010	68191	09/06/22	000112	660 - CONSOLIDATED	COMMU 0453	7/23-8/23/22	0.00	214.81
TOTAL CHECK							0.00	6,717.56
1011010	68192	09/06/22	000110	DUKE ENERGY FLORIDA, INC	0192	7/26-8/24/22	0.00	611.28
1011010	68192	09/06/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/23-8/23/22	0.00	31.25
1011010	68192	09/06/22	000110	DUKE ENERGY FLORIDA, INC	4010	7/23-8/23/22	0.00	30.42
TOTAL CHECK							0.00	672.95
1011010	68193	09/06/22	001577	TAYLOR COASTAL WATER&SEW	0453	7/18-8/17/22	0.00	93.82
1011010	68193	09/06/22	001577	TAYLOR COASTAL WATER&SEW	0453	7/18-8/17/22	0.00	93.82
1011010	68193	09/06/22	001577	TAYLOR COASTAL WATER&SEW	0447	7/21-8/17/22	0.00	173.63
TOTAL CHECK							0.00	361.27
1011010	68194	09/06/22	7382	ABS TECHNOLOGY SOLUTIONS	0164	AGMT# 025-1499967-000	0.00	211.27
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0457	7/23-8/23/22	0.00	32.45
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0512	7/28-8/30/22	0.00	81.84
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0511	7/28-8/30/22	0.00	46.77
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0510	7/28-8/30/22	0.00	93.54
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0192	7/23-8/23/22	0.00	356.99
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0192	7/15-8/15/22	0.00	33.56
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0192	7/15-8/15/22	0.00	45.33
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0162	7/23-8/23/22	0.00	30.77
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/23-8/23/22	0.00	98.24
1011010	68195	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0261	7/23-8/23/22	0.00	78.64
TOTAL CHECK							0.00	898.13
1011010	68196	09/06/22	5096	WASTE PRO - TALLAHASSEE	0430	INV# 0002379331	0.00	109.08
1011010	68196	09/06/22	5096	WASTE PRO - TALLAHASSEE	0160	INV# 0002379328	0.00	244.77
1011010	68196	09/06/22	5096	WASTE PRO - TALLAHASSEE	0473	INV# 0002379410	0.00	107.09
TOTAL CHECK							0.00	460.94
1011010	68198	09/07/22	001887	ADVANCED BUSINESS SYSTEM	0283	ACCT# UF08	0.00	255.11
1011010	68198	09/07/22	001887	ADVANCED BUSINESS SYSTEM	0250	ACCT# TC27	0.00	8.81
1011010	68198	09/07/22	001887	ADVANCED BUSINESS SYSTEM	0250	ACCT# TC27	0.00	6.86
1011010	68198	09/07/22	001887	ADVANCED BUSINESS SYSTEM	0250	ACCT# TC27	0.00	6.81
1011010	68198	09/07/22	001887	ADVANCED BUSINESS SYSTEM	0192	ACCT# TC31	0.00	77.25
TOTAL CHECK							0.00	354.84
1011010	68199	09/07/22	001197	ADVANCED REFRIGERATION &	0174	70/7.5 MF 440 VOLT CAP	0.00	77.50



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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68199	09/07/22	001197	ADVANCED REFRIGERATION &	0283	WALL UNIT CHECK	0.00	90.00
TOTAL CHECK							0.00	167.50
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0255	MAPFLEX STANDALONE SYS	0.00	4,565.00
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0255	MAPSAG ANNUAL SUPPORT	0.00	3,900.00
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0255	AK MAINTENANCE QUOTE#	0.00	30,000.00
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0239	AK AUTO AGENT LICENSE	0.00	780.00
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0239	AK ESSENTIAL: ESSENTIA	0.00	1,200.00
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0239	AK PERFORM: PERFORMANC	0.00	392.00
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0239	DELL SERVER: WSUS SERV	0.00	3,156.75
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0239	SRV20190S: WINDOWS SER	0.00	1,144.25
1011010	68200	09/07/22	5578	AK ASSOCIATES, INC.	0239	SHIPPING FEE	0.00	99.00
TOTAL CHECK							0.00	45,237.00
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	OUTDOOR LED FLOOD LIGH	0.00	39.96
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	IRON OUT CLEANER 6PK	0.00	67.24
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	TRUCKLITE MODEL 19 MAR	0.00	33.75
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	3'X5' US FLAG	0.00	151.92
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	4'X6' US FLAG	0.00	53.90
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	OUTDOOR FLOOD LIGHT PH	0.00	10.79
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	RUBBER THRESHOLD SEAL	0.00	28.96
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	RADIO SWIVEL BELT CLIP	0.00	59.94
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	MASTER LOCK DOORSET	0.00	62.99
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	OUTDOOR LAMP HOLDER	0.00	2.48
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	GORILLA HEADY ADHESIVE	0.00	17.94
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	BTH-600 LAPEL MIC	0.00	150.00
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0192	DOOR DRIP CAP	0.00	31.98
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0191	HUSQVARNA 445 SAW	0.00	2,399.94
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0110	ASIN - B07YNK459Y - CA	0.00	322.00
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	PALLIPARTNERS LCD DIGI	0.00	109.99
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	IRONCK 5-SHELF CORNER	0.00	235.99
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	IRONCK FILE CABINET, 2	0.00	69.99
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	IRONCK COMPUTER DESK W	0.00	149.99
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	BANKER'S BOXES, 10 PAC	0.00	27.99
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	SOUTH MAIN HARDWARE 6	0.00	5.43
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	AVERY JAN-DEC 12 TAB D	0.00	29.12
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	AVERY ECONOMY 3-RING B	0.00	26.96
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	OFFICE MATE PREMIUM PA	0.00	8.43
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	2022-2023 DESK CALEND	0.00	11.99
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	ORIGINAL HP 952 BLACK	0.00	102.17
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0261	DISPLAYPORT TO HDMI	0.00	7.95
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0261	2023 DESK CALENDAR, ME	0.00	19.98
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0277	ESTIMATED SHIPPING	0.00	25.98
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0261	UNITED PACIFIC 70111 1	0.00	29.50
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0487	BLACKSTONE FLAT TOP GR	0.00	250.97
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0191	FIRE PROTECTION SYSTEM	0.00	79.43
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0487	ASIN B08GHGSNFR - ZYDL	0.00	70.17
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0239	OVER THE TOILET SHELVE	0.00	-26.93
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0239	OVER THE TOILET SHELVE	0.00	53.86
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0237	MEYERS ALL-PURPOSE CLE	0.00	25.24
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0237	TOILET PAPER HOLDER	0.00	9.99
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0237	PAPER TOWEL HOLDER	0.00	11.80

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1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0237	RECEIVED STAMP DATE/BY	0.00	12.86
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0529	DUAL TOILET PAPER HOLD	0.00	65.98
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0529	AIKE COMMERCIAL SOAP D	0.00	204.08
1011010	68201	09/07/22	7474	AMAZON CAPITAL SERVICES,	0529	SHIPPING	0.00	14.29
TOTAL CHECK							0.00	5,066.99
1011010	68202	09/07/22	7302	AQUAMASTER IRRIGATION, I	0473	SERVICE CALL FOR IRRIG	0.00	230.00
1011010	68202	09/07/22	7302	AQUAMASTER IRRIGATION, I	0473	TECHNICIAN LABOR WITH	0.00	595.00
1011010	68202	09/07/22	7302	AQUAMASTER IRRIGATION, I	0473	TECHNICIAN'S HELPER -	0.00	120.00
1011010	68202	09/07/22	7302	AQUAMASTER IRRIGATION, I	0473	RENTAL ON WIRE LOCATOR	0.00	60.00
1011010	68202	09/07/22	7302	AQUAMASTER IRRIGATION, I	0473	TOP ASSEMBLY, 950 VALV	0.00	140.58
1011010	68202	09/07/22	7302	AQUAMASTER IRRIGATION, I	0473	2" DIAPHRAPM ASSEMBLY,	0.00	84.39
1011010	68202	09/07/22	7302	AQUAMASTER IRRIGATION, I	0473	SHOP MATERIALS	0.00	4.50
TOTAL CHECK							0.00	1,234.47
1011010	68203	09/07/22	001851	AT&T - ATLANTA	0237	352 M02-8941 008 1986	0.00	615.00
1011010	68204	09/07/22	002420	AUCILLA AREA SOLID WASTE	0261	LANDFILL CHARGES	0.00	29,110.27
1011010	68205	09/07/22	7651	B&B PORTA TOILETS, INC	0449	7/8-8/4/22	0.00	105.50
1011010	68205	09/07/22	7651	B&B PORTA TOILETS, INC	0463	7/8-8/4/22	0.00	141.00
1011010	68205	09/07/22	7651	B&B PORTA TOILETS, INC	0448	7/8-8/4/22	0.00	105.50
1011010	68205	09/07/22	7651	B&B PORTA TOILETS, INC	0261	7/8-8/4/22	0.00	693.00
TOTAL CHECK							0.00	1,045.00
1011010	68206	09/07/22	002869	BATTERY DISTRIBUTORS SOU	0192	34/78CS BATTERY	0.00	104.18
1011010	68206	09/07/22	002869	BATTERY DISTRIBUTORS SOU	0192	FEE	0.00	1.50
TOTAL CHECK							0.00	105.68
1011010	68207	09/07/22	002171	BIG BEND TRANSIT, INC.	0423	7/1-7/31 SHUTTLE SVC	0.00	3,920.00
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0250	18" MULTI-SURFACE PUSH	0.00	19.99
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0250	14 COUNT 30 GALLON TRA	0.00	6.99
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0473	BLANKET	0.00	33.94
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0162	552472 - 4 PK EMT STRA	0.00	13.23
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0162	220460 - STN NCK HANDR	0.00	29.16
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0162	MF-10177 - 8 X 3/4 HEX	0.00	4.99
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0162	2 X 96" TREATED HANDRA	0.00	201.37
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0162	STN NKL HANDRAIL BRACK	0.00	11.98
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0250	12 OZ BLK MP FM SEAL	0.00	-8.79
1011010	68208	09/07/22	000116	CASHWAY BLDG.PRODUCTS OF	0250	1L LIQUID DRAIN CLEAN	0.00	-6.99
TOTAL CHECK							0.00	305.87
1011010	68209	09/07/22	003248	CAUSSEAU, HEWETT & WALP	0354	TWO ENG_CHW-04	0.00	8,088.42
1011010	68209	09/07/22	003248	CAUSSEAU, HEWETT & WALP	0354-01	TWO ENG_CHW-04	0.00	347.83
TOTAL CHECK							0.00	8,436.25
1011010	68210	09/07/22	004389	CENTURYLINK	0164	ACCT# 58514406	0.00	25.00
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	19.79
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	35.65

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1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	19.79
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	35.65
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0170	COURTHOUSE	0.00	35.00
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0260	SOLID WASTE	0.00	19.79
1011010	68211	09/07/22	004749	CINTAS CORPORATION #148	0261	SOLID WASTE	0.00	35.65
TOTAL CHECK							0.00	306.32
1011010	68212	09/07/22	000063	CITY OF PERRY	0229	AUGUST 2022 ACCESS	0.00	48.00
1011010	68212	09/07/22	000063	CITY OF PERRY	0229	AUGUST 2022 ACCESS	0.00	355.00
TOTAL CHECK							0.00	403.00
1011010	68213	09/07/22	003956	D.E. BARNES, INC.	0261	PICK UP SCRAP TIRES	0.00	1,860.00
1011010	68214	09/07/22	6180	DANA SOUTHERLAND	0902	SEPTEMBER REQUISITION	0.00	39,579.38
1011010	68215	09/07/22	5026	DAVE GIBSON & ASSOCIATES	0160	YEARLY ELEVATOR INSPEC	0.00	300.00
1011010	68215	09/07/22	5026	DAVE GIBSON & ASSOCIATES	0283	WHEELCHAIR LIFT INSPEC	0.00	100.00
TOTAL CHECK							0.00	400.00
1011010	68216	09/07/22	5185	DEERE & COMPANY	0548	5115M UTILITY TRACTOR	0.00	57,110.04
1011010	68216	09/07/22	5185	DEERE & COMPANY	0529	STANDARD OPTIONS	0.00	8,895.84
1011010	68216	09/07/22	5185	DEERE & COMPANY	0548	STANDARD OPTIONS	0.00	12,000.00
TOTAL CHECK							0.00	78,005.88
1011010	68217	09/07/22	003797	DELL MARKETING L.P.	0261	OPTIPLEX 7090 SMALL FO	0.00	1,130.86
1011010	68217	09/07/22	003797	DELL MARKETING L.P.	0261	EPSON WORKFORCE PRO WF	0.00	435.89
TOTAL CHECK							0.00	1,566.75
1011010	68218	09/07/22	7167	THOMAS DEMPES	0105	CHAIRMAN EXPENSES	0.00	50.00
1011010	68219	09/07/22	000292	KENNETH R. DENNIS	0473	3 REKEYS & 1 NEW LOCK	0.00	365.00
1011010	68220	09/07/22	002300	STATE OF FLORIDA	0601	ACCT# DI7-133094942	0.00	0.51
1011010	68220	09/07/22	002300	STATE OF FLORIDA	0719	ACCT# DI3-130411314	0.00	2.25
1011010	68220	09/07/22	002300	STATE OF FLORIDA	0237	ACCT# F10-20296	0.00	682.27
TOTAL CHECK							0.00	685.03
1011010	68221	09/07/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 1	0.00	149.75
1011010	68221	09/07/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 2	0.00	347.39
1011010	68221	09/07/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 3	0.00	336.85
1011010	68221	09/07/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 4	0.00	235.93
1011010	68221	09/07/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 5	0.00	257.01
1011010	68221	09/07/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 6	0.00	417.76
1011010	68221	09/07/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 7	0.00	354.52
1011010	68221	09/07/22	000097	DISTRICT SCHOOL BOARD OF	0283	BUS 8	0.00	321.04
TOTAL CHECK							0.00	2,420.25
1011010	68222	09/07/22	000126	DOCTORS' MEMORIAL HOSPIT	0111	JULY DRUG SCREENS	0.00	40.00
1011010	68223	09/07/22	6394	DS WATERS OF AMERICA, IN	0430	ACCT# 20987373508658	0.00	73.90

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68224	09/07/22	7165	CBC CAPITAL, INC.	0261	MC425/65R22.5 FIRESTON	0.00	573.30
1011010	68224	09/07/22	7165	CBC CAPITAL, INC.	0261	MOUNT/DISMOUNT	0.00	25.00
1011010	68224	09/07/22	7165	CBC CAPITAL, INC.	0261	MED COMM STEM	0.00	7.50
1011010	68224	09/07/22	7165	CBC CAPITAL, INC.	0261	FUEL SURCHARGE	0.00	10.00
TOTAL CHECK							0.00	615.80
1011010	68225	09/07/22	7798	GUARDIAN COMMUNITY RESOU	1200	CDBG PROGRAM ADMINISTR	0.00	2,166.67
1011010	68226	09/07/22	7639	INTERACTION INSIGHT CORP	0255	EVENTIDE PRICING QUOTA	0.00	4,475.00
1011010	68227	09/07/22	003645	J.B.'S TIRE & REPAIR SER	0250	NITTO TIRE 265/70R17	0.00	199.00
1011010	68227	09/07/22	003645	J.B.'S TIRE & REPAIR SER	0250	TIRE DISPOSAL FEE	0.00	4.00
TOTAL CHECK							0.00	203.00
1011010	68228	09/07/22	003151	JIMBOB PRINTING, INC.	0250	2 PART COURTESY NOTICE	0.00	572.00
1011010	68229	09/07/22	6020	NATURE COAST SERVICES, L	0150	REMOVAL - D. COREY	0.00	600.00
1011010	68230	09/07/22	6921	JONES WELDING&INDUSTRIAL	0261	AC2	0.00	98.58
1011010	68230	09/07/22	6921	JONES WELDING&INDUSTRIAL	0261	AR155752	0.00	32.86
1011010	68230	09/07/22	6921	JONES WELDING&INDUSTRIAL	0261	OX282	0.00	65.72
1011010	68230	09/07/22	6921	JONES WELDING&INDUSTRIAL	0277	CO250	0.00	16.43
TOTAL CHECK							0.00	213.59
1011010	68231	09/07/22	000068	KONE, INC.	0160	7/26 ELEVATOR SVC	0.00	1,530.93
1011010	68232	09/07/22	6485	KONICA MINOLTA BUSINESS	0237	36 MONTH LEASE (PER MO	0.00	135.01
1011010	68233	09/07/22	003309	LIVE OAK PEST CONTROL, I	0123	8/25 SOE	0.00	13.50
1011010	68233	09/07/22	003309	LIVE OAK PEST CONTROL, I	0164	8/24 STEIN COMM CTR	0.00	13.50
1011010	68233	09/07/22	003309	LIVE OAK PEST CONTROL, I	0498	8/18 SHADY GROVE COMM	0.00	13.50
1011010	68233	09/07/22	003309	LIVE OAK PEST CONTROL, I	0250	8/2 ANIMAL CONTROL	0.00	13.50
1011010	68233	09/07/22	003309	LIVE OAK PEST CONTROL, I	0500	8/25 AIRPORT	0.00	13.50
1011010	68233	09/07/22	003309	LIVE OAK PEST CONTROL, I	0174	8/12 DL OFFICE	0.00	13.50
TOTAL CHECK							0.00	81.00
1011010	68234	09/07/22	7137	MEDICAL EXPRESS CORPORAT	0111	JUN/JULY DRUG SCREENS	0.00	90.00
1011010	68235	09/07/22	6411	MICROSOFT CORPORATION	0113	7/24-8/23 SERVICES	0.00	0.13
1011010	68235	09/07/22	6411	MICROSOFT CORPORATION	0113	7/24-8/23 SERVICES	0.00	2.00
TOTAL CHECK							0.00	2.13
1011010	68236	09/07/22	003852	MOORE MEDICAL CORPORATIO	0200	FUEL SURCHARGE	0.00	3.03
1011010	68236	09/07/22	003852	MOORE MEDICAL CORPORATIO	0200	1083566 DRUG TEST	0.00	722.24
TOTAL CHECK							0.00	725.27
1011010	68237	09/07/22	7815	ODP BUSINESS SOLUTIONS,	0500	ITEM # 577093 EPSON 80	0.00	127.48
1011010	68238	09/07/22	6247	O'REILLY AUTOMOTIVE, INC	0192	VACUUM PUMP 904-214	0.00	91.20
1011010	68238	09/07/22	6247	O'REILLY AUTOMOTIVE, INC	0192	HOOD STRUT	0.00	46.58
1011010	68238	09/07/22	6247	O'REILLY AUTOMOTIVE, INC	0192	SIGNAL RELAY	0.00	14.03

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68238	09/07/22	6247	O'REILLY AUTOMOTIVE, INC	0192	FUEL FILTER	0.00	36.03
TOTAL CHECK							0.00	187.84
1011010	68239	09/07/22	000166	KETCHUM, WOOD, AND BURGE	0150	8/22 BILLING PERIOD	0.00	8,420.00
1011010	68240	09/07/22	6367	PEPSI BOTTLING GROUP, LL	0487	PEPSI	0.00	232.50
1011010	68240	09/07/22	6367	PEPSI BOTTLING GROUP, LL	0487	DIET PEPSI	0.00	116.25
1011010	68240	09/07/22	6367	PEPSI BOTTLING GROUP, LL	0487	MOUNTAIN DEW	0.00	116.25
TOTAL CHECK							0.00	465.00
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	BRAKE ROTOR - FRONT	0.00	159.98
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	BRAKE PADS - FRONT	0.00	41.99
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	WHEEL BEARING - FRONT	0.00	26.12
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	WHEEL BEARING - FRONT	0.00	22.48
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0261	WHEEL SEAL - FRONT	0.00	17.98
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0529	MT-2120 TOW STRAP 30FT	0.00	73.98
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0529	70399 20FT CHAIN WITH	0.00	238.00
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0473	ETX30LA - PSB - SEAL/L	0.00	148.99
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0500	JT-7 80W90 GEAR OIL	0.00	20.97
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0500	A36F70 BUSH HOG CLUTCH	0.00	99.98
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0500	11 BOLTS AND NUTS	0.00	44.85
1011010	68241	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0500	22 BOLTS	0.00	33.75
TOTAL CHECK							0.00	929.07
1011010	68242	09/07/22	000124	PERRY NEWSPAPERS, INCORP	0106	8/10&8/17 INV TO BID	0.00	213.31
1011010	68242	09/07/22	000124	PERRY NEWSPAPERS, INCORP	0215	8/19 NOTICE PUB HEAR	0.00	67.45
1011010	68242	09/07/22	000124	PERRY NEWSPAPERS, INCORP	0215	8/19 NOTICE PUB HEAR	0.00	67.45
1011010	68242	09/07/22	000124	PERRY NEWSPAPERS, INCORP	0106	7/29&8/5 NOTICE	0.00	151.43
TOTAL CHECK							0.00	499.64
1011010	68243	09/07/22	001407	RAGANS ACE HARDWARE, INC	0473	BLANKET PO	0.00	11.94
1011010	68243	09/07/22	001407	RAGANS ACE HARDWARE, INC	0473	BLANKET PO	0.00	45.98
1011010	68243	09/07/22	001407	RAGANS ACE HARDWARE, INC	0473	BLANKET PO	0.00	105.71
1011010	68243	09/07/22	001407	RAGANS ACE HARDWARE, INC	0473	BLANKET PO	0.00	39.98
TOTAL CHECK							0.00	203.61
1011010	68244	09/07/22	7476	RICKY RESCUE TRAINING AC	0192	COMPANY OFFICER	0.00	150.00
1011010	68244	09/07/22	7476	RICKY RESCUE TRAINING AC	0192	COURSE DELIVERY	0.00	150.00
1011010	68244	09/07/22	7476	RICKY RESCUE TRAINING AC	0192	BUILDING CONSTRUCTION	0.00	150.00
TOTAL CHECK							0.00	450.00
1011010	68245	09/07/22	7833	SHANE KENNEDY	0267	NON AD VALOREM REFUND	0.00	46.67
1011010	68245	09/07/22	7833	SHANE KENNEDY	0267	NON AD VALOREM REFUND	0.00	46.20
1011010	68245	09/07/22	7833	SHANE KENNEDY	0267	NON AD VALOREM REFUND	0.00	46.67
TOTAL CHECK							0.00	139.54
1011010	68246	09/07/22	7168	STATE ATTORNEY'S OFFICE-	0602-B	SEPTEMBER REQUISITION	0.00	1,504.91
1011010	68247	09/07/22	6909	STATE OF FLORIDA DEPT.OF	0283	TOLLS FOR #T19570	0.00	34.80
1011010	68247	09/07/22	6909	STATE OF FLORIDA DEPT.OF	0260	TOLLS FOR #TF2955	0.00	2.50
TOTAL CHECK							0.00	37.30

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1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	2X4X16	0.00	56.76
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	CEILING MAIN TEE 12'	0.00	131.89
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	2' CROSS TEE	0.00	238.16
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	WALL MOLDING FRAME	0.00	44.94
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	CEILING TILES BOXED 2	0.00	251.94
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	OUTLET	0.00	6.93
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	OUTLET COVERPLATE	0.00	9.03
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	SWITCH	0.00	0.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	SWITCH PLATE	0.00	1.29
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	PANEL NAILS BOX	0.00	28.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	CUT IN BOX	0.00	12.87
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0191	KEYED ENTRY HANDLE	0.00	38.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0191	CAULKING	0.00	8.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0191	CABLE TIE	0.00	17.98
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0191	LIGHT SWITCH	0.00	0.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0430	NYLON FLAG 4X6	0.00	45.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	12/2 WIRE 100'	0.00	94.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0192	24" INSULATION - 6" B	0.00	743.92
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0430	BUNGEY CORDS	0.00	16.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0430	ELECTRICAL TAPE	0.00	1.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0430	MASONRY DRILL BIT	0.00	3.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0430	CERAMIC DISC MAGNET	0.00	4.29
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0430	DYNAFLEX SEALANT	0.00	7.49
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0430	PVC TAPE	0.00	3.99
1011010	68248	09/07/22	6950	STUDSTILL'S OF PERRY, IN	0430	1 GALLON POLY SPRAYER	0.00	28.99
TOTAL CHECK							0.00	1,803.37
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0330	BELT, REPL. ARIENS GRA	0.00	259.50
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0330	BELT, GRAVELY 0720003	0.00	213.30
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0330	DRIVE BELT FOR ARIENS	0.00	216.75
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0330	TRIMMER LINE .095 ROT1	0.00	209.20
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0330	525LS HUSQVARNA STRING	0.00	1,169.16
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0330	STIHL BACKPACK BLOER 6	0.00	475.99
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0330	SCAG BLADE 21X 5-8 ROT	0.00	128.40
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0172	FILTER OIL KAW49065-07	0.00	62.58
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0172	FILTER OIL KAW49065-07	0.00	62.58
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0172	CLUTCH DRUM HUS5372916	0.00	94.76
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0172	SPINDLE ASSEMBLY FOR G	0.00	302.52
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	VBELT A COGGED	0.00	202.50
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	DRIVE BELT FOR ARIENS	0.00	260.10
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	BELT, GRAVELY	0.00	213.30
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	GRAVELY BLADE	0.00	393.30
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	FILTER OIL	0.00	61.74
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	OIL FILTER FOR EXMARK	0.00	40.92
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	ELEMENT, AIR FILTER -	0.00	55.56
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	ELEMENT AIR FILTER - K	0.00	51.56
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	ELEMENT AIR FILTER - K	0.00	61.32
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	ELEMENT AIR FILTER - K	0.00	57.92
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0473	TRIMMER LINE	0.00	209.20
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0529	ORE15-164 BELT, REPL.	0.00	173.00
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0529	ORE15-032 BELT, GRAVEL	0.00	142.20
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0529	MIS07200515 BELT GRAVE	0.00	89.60

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FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0529	MIS07200836 BELT GRAVE	0.00	439.80
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0529	ROT6180 GRAVELY BLADE	0.00	261.30
1011010	68249	09/07/22	6390	T.W. BYRD'S SONS, INC.	0529	ROT3434 SCAG BLADE 21	0.00	128.40
TOTAL CHECK							0.00	6,036.46
1011010	68250	09/07/22	001940	TAYLOR COUNTY SHERIFF'S	0451-0P	JUNE BOAT RAMP	0.00	3,491.25
1011010	68250	09/07/22	001940	TAYLOR COUNTY SHERIFF'S	0453	JULY BOAT RAMP	0.00	6,431.25
1011010	68250	09/07/22	001940	TAYLOR COUNTY SHERIFF'S	0451-0P	JULY BOAT RAMP	0.00	6,588.75
1011010	68250	09/07/22	001940	TAYLOR COUNTY SHERIFF'S	0453	MAY BOAT RAMP	0.00	1,548.75
1011010	68250	09/07/22	001940	TAYLOR COUNTY SHERIFF'S	0451-0P	MAY BOAT RAMP	0.00	1,531.25
1011010	68250	09/07/22	001940	TAYLOR COUNTY SHERIFF'S	0453	JUNE BOAT RAMP	0.00	3,456.25
TOTAL CHECK							0.00	23,047.50
1011010	68251	09/07/22	5039	THE BISHOP LAW FIRM, P.A	0140	7/22-8/23 SERVICES	0.00	1,620.00
1011010	68252	09/07/22	5039	THE BISHOP LAW FIRM, P.A	0140	CONTRACT PAYMENT	0.00	1,500.00
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0192	INV# 9912465985	0.00	52.17
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9912465985	0.00	28.01
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0261	INV# 9912465985	0.00	28.01
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0171	INV# 9912465985	0.00	48.85
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0500	INV# 9912465985	0.00	46.21
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0192	INV# 9912465985	0.00	39.30
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9912465985	0.00	42.31
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0113	INV# 9912465985	0.00	36.07
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0114	INV# 9912465985	0.00	66.88
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0211	INV# 9912465985	0.00	36.40
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0113	INV# 9912465985	0.00	37.60
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0110	INV# 9912465985	0.00	119.85
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0114	INV# 9912465985	0.00	36.40
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0210	INV# 9912465985	0.00	45.68
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9912465985	0.00	24.51
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0473	INV# 9912465985	0.00	2.22
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0487	INV# 9912465985	0.00	11.14
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0488	INV# 9912465985	0.00	31.22
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0430	INV# 9912465985	0.00	43.15
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0111	INV# 9912465985	0.00	36.97
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0114	INV# 9912465985	0.00	36.11
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9912465985	0.00	36.40
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0110	INV# 9912465985	0.00	54.21
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9912465985	0.00	36.46
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0260	INV# 9912465985	0.00	12.16
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0250	INV# 9912465985	0.00	28.38
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0430	INV# 9912465985	0.00	36.07
1011010	68253	09/07/22	6281	VERIZON WIRELESS SERVICE	0237	INV# 9912391042	0.00	0.45
TOTAL CHECK							0.00	1,053.19
1011010	68254	09/07/22	001740	W.W. GRAINGER, INC.	0447	3JAJ3 - STRAIGHT VALVE	0.00	376.26
1011010	68255	09/07/22	000119	WARE OIL & SUPPLY COMPAN	0473	8/2/22 FUEL	0.00	71.87
1011010	68256	09/07/22	003617	WHITEHEAD	0172	1777AC WRENCH IMPACT 3	0.00	440.99

SUNGARD PENTAMATION, INC.  
DATE: 09/08/2022  
TIME: 09:09:46

TAYLOR COUNTY BOARD OF COMMISSIONERS  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 14  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '68168' and '68258'  
ACCOUNTING PERIOD: 12/22

FUND - 810 - CLEARING/DISBURSEMENT FD

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	68256	09/07/22	003617	WHITEHEAD	0172	5100ACHAMMER AIR KIT A	0.00	165.00
1011010	68256	09/07/22	003617	WHITEHEAD	0172	DCG413B 20V 4.5" GRIND	0.00	229.00
1011010	68256	09/07/22	003617	WHITEHEAD	0172	DW8425Z DISC CUTOFF 4-	0.00	111.75
TOTAL CHECK							0.00	946.74
1011010	68257	09/07/22	001137	YARBROUGH TIRE & AUTOMOT	0500	REPAIRS TO TO THE AIRP	0.00	175.91
1011010	68257	09/07/22	001137	YARBROUGH TIRE & AUTOMOT	0192	BRAKE SERVICE/ REPAIR	0.00	1,667.39
TOTAL CHECK							0.00	1,843.30
1011010	68258	09/07/22	6198	DALE YOUNG	0529	INSTALL AND PAINT 8 PA	0.00	350.00
1011010	68258	09/07/22	6198	DALE YOUNG	0529	PURCHASE AND PICK-UP 8	0.00	280.00
TOTAL CHECK							0.00	630.00
TOTAL CASH ACCOUNT							0.00	454,932.00
TOTAL FUND							0.00	454,932.00
TOTAL REPORT							0.00	635,547.00



SUNGARD PENTAMATION, INC.  
 DATE: 09/08/2022  
 TIME: 09:10:35

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017417' and '5017437'  
 ACCOUNTING PERIOD: 12/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017417	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/12-8/9/22	0.00	79.42
1011010	5017417	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/12-8/9/22	0.00	43.48
1011010	5017417	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/12-8/9/22	0.00	38.78
1011010	5017417	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/12-8/9/22	0.00	32.32
1011010	5017417	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/12-8/9/22	0.00	59.01
1011010	5017417	08/19/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/12-8/9/22	0.00	125.10
TOTAL CHECK							0.00	378.11
1011010	5017418	08/26/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/13-8/10/22	0.00	269.54
1011010	5017418	08/26/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/13-8/10/22	0.00	207.83
1011010	5017418	08/26/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/13-8/10/22	0.00	269.14
1011010	5017418	08/26/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/21-8/19/22	0.00	13.51
TOTAL CHECK							0.00	760.02
1011010	5017419	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/15-8/15/22	0.00	30.77
1011010	5017419	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/15-8/15/22	0.00	31.76
1011010	5017419	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/9-8/9/22	0.00	30.77
1011010	5017419	08/26/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/9-8/9/22	0.00	34.11
TOTAL CHECK							0.00	127.41
1011010	5017420	09/06/22	000112	660 - CONSOLIDATED COMMU	0301	9/1-9/30/22	0.00	58.96
1011010	5017420	09/06/22	000112	660 - CONSOLIDATED COMMU	0301	9/1-9/30/22	0.00	9.50
1011010	5017420	09/06/22	000112	660 - CONSOLIDATED COMMU	0301	9/1-9/30/22	0.00	9.50
1011010	5017420	09/06/22	000112	660 - CONSOLIDATED COMMU	0301	9/1-9/30/22	0.00	9.50
1011010	5017420	09/06/22	000112	660 - CONSOLIDATED COMMU	0301	9/1-9/30/22	0.00	58.96
1011010	5017420	09/06/22	000112	660 - CONSOLIDATED COMMU	0301	9/1-9/30/22	0.00	24.23
1011010	5017420	09/06/22	000112	660 - CONSOLIDATED COMMU	0301	9/1-9/30/22	0.00	242.35
TOTAL CHECK							0.00	413.00
1011010	5017421	09/06/22	000110	DUKE ENERGY FLORIDA, INC	0301	7/29-8/29/22	0.00	87.75
1011010	5017422	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/28-8/30/22	0.00	19.69
1011010	5017422	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/23-8/23/22	0.00	32.59
1011010	5017422	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/23-8/23/22	0.00	31.62
1011010	5017422	09/06/22	000111	TRI-COUNTY ELECTRIC COOP	0301	7/23-8/23/22	0.00	38.41
TOTAL CHECK							0.00	122.31
1011010	5017423	09/07/22	004114	AIRGAS SOUTH, INC.	0301	WACTE701801 SO57 10LB	0.00	27.90
1011010	5017424	09/07/22	004265	BATES HYDRAULICS, INC.	0301	CTC-2332613	0.00	22.29
1011010	5017424	09/07/22	004265	BATES HYDRAULICS, INC.	0301	O-RINGS	0.00	2.00
1011010	5017424	09/07/22	004265	BATES HYDRAULICS, INC.	0301	416E - TILT FRONT BUCK	0.00	540.00
1011010	5017424	09/07/22	004265	BATES HYDRAULICS, INC.	0301	FRT - BACKHOE - 6898	0.00	21.86
1011010	5017424	09/07/22	004265	BATES HYDRAULICS, INC.	0301	CTC-2342593TIH	0.00	95.04
1011010	5017424	09/07/22	004265	BATES HYDRAULICS, INC.	0301	ORINGS	0.00	2.00
1011010	5017424	09/07/22	004265	BATES HYDRAULICS, INC.	0301	CTC-2332622 SWING	0.00	93.17
TOTAL CHECK							0.00	776.36
1011010	5017425	09/07/22	002869	BATTERY DISTRIBUTORS SOU	0301	65CP BATTERY	0.00	125.32
1011010	5017425	09/07/22	002869	BATTERY DISTRIBUTORS SOU	0301	XHD31A BATTERY	0.00	239.78
1011010	5017425	09/07/22	002869	BATTERY DISTRIBUTORS SOU	0301	XHD31A BATTERY	0.00	193.04
1011010	5017425	09/07/22	002869	BATTERY DISTRIBUTORS SOU	0301	BATTERY FEE	0.00	6.00

SUNGARD PENTAMATION, INC.  
 DATE: 09/08/2022  
 TIME: 09:10:35

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017417' and '5017437'  
 ACCOUNTING PERIOD: 12/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	564.14
1011010	5017426	09/07/22	7591	CANON FINANCIAL SERVICES	0301	MONTHLY NASPO VALUE	0.00	69.24
1011010	5017427	09/07/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	273.04
1011010	5017427	09/07/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	258.39
1011010	5017427	09/07/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	273.04
1011010	5017427	09/07/22	004749	CINTAS CORPORATION #148	0301	PUBLIC WORKS	0.00	262.12
TOTAL CHECK							0.00	1,066.59
1011010	5017428	09/07/22	6685	CONRAD YELVINGTON DISTRI	0301	LIMEROCK HAULED TO THE	0.00	1,192.23
1011010	5017428	09/07/22	6685	CONRAD YELVINGTON DISTRI	105	LIMEROCK HAULED TO YAR	0.00	679.50
TOTAL CHECK							0.00	1,871.73
1011010	5017429	09/07/22	000288	FLORIDA MUNICIPAL INSURA	0301	LOADER PROP COVERAGE	0.00	666.00
1011010	5017430	09/07/22	003309	LIVE OAK PEST CONTROL, I	0301	8/9/22 PUBLIC WORKS	0.00	13.50
1011010	5017431	09/07/22	7815	ODP BUSINESS SOLUTIONS,	105	JANITORIAL	0.00	60.98
1011010	5017431	09/07/22	7815	ODP BUSINESS SOLUTIONS,	105	CLOROX WIPES	0.00	80.88
1011010	5017431	09/07/22	7815	ODP BUSINESS SOLUTIONS,	105	PINESOL CLEANING LIQUI	0.00	58.86
1011010	5017431	09/07/22	7815	ODP BUSINESS SOLUTIONS,	105	CLEANING - PAPER PRODU	0.00	109.64
TOTAL CHECK							0.00	310.36
1011010	5017432	09/07/22	5487	PADGETT LAWN CARE, LLC	0301	CUT LARGE LEANING PINE	0.00	600.00
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	9396 NAPAGOLD AIR FILT	0.00	108.28
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	7137 NAPAGOLD OIL FILT	0.00	30.97
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	3969 NAPAGOLD FUEL FIL	0.00	79.42
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	6870 NAPAGOLD AIR FILT	0.00	58.60
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	1799 OIL FIL	0.00	27.40
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	2693525 STEERING TIE R	0.00	127.68
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	1-8089 TRAN FIL	0.00	24.49
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	710-1634 METAL MARKER	0.00	8.49
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	5015 LAMP	0.00	68.61
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	5016 LAMP - DUMPTRUCK	0.00	58.38
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	48881032 BRAKE ROTOR -	0.00	158.98
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	PF-8312X BRAKE PADS -	0.00	46.49
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	2625XA BRAKE CALIPER W	0.00	77.99
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	2625XB BRAKE CALIPER W	0.00	77.99
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	MEI5385 AC COMPRESSOR	0.00	342.79
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	801651 PAG OIL	0.00	8.54
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	782-5252 BOOSTER CABLE	0.00	141.99
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	25-08385HD - FLEETRUNK	0.00	23.99
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	104500008 LOWER BALL J	0.00	79.98
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	ES-3488 INNER TIE ROD	0.00	37.99
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	ES-3493 OUTER TIE ROD	0.00	40.99
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	190166 PITMAN ARM ASSE	0.00	58.49
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	190165 IDLER ARM ASSEM	0.00	55.99
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	190177 IDLER ARM BRACK	0.00	59.49
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	42.13
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	6.49

SUNGARD PENTAMATION, INC.  
 DATE: 09/08/2022  
 TIME: 09:10:35

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
 ACCTPA21

SELECTION CRITERIA: transact.check\_no between '5017417' and '5017437'  
 ACCOUNTING PERIOD: 12/22

FUND - 105 - ROAD & BRIDGE FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	48.98
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	49.03
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	44.78
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	42.06
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	48.74
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	35.08
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	35.42
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	36.80
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	28.22
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO FOR JULY, 2	0.00	39.98
1011010	5017433	09/07/22	000082	PERRY AUTO SUPPLY, INC.	0301	BLANKET PO JULY, 2022	0.00	45.46
TOTAL CHECK							0.00	2,307.18
1011010	5017434	09/07/22	7665	QUIKRETE HOLDINGS, INC.	0302	ENERGY SURCHARGE	0.00	148.90
1011010	5017434	09/07/22	7665	QUIKRETE HOLDINGS, INC.	0302	COLD MIX	0.00	2,481.70
TOTAL CHECK							0.00	2,630.60
1011010	5017435	09/07/22	6281	VERIZON WIRELESS SERVICE	0303	INV- 9912465985	0.00	47.05
1011010	5017435	09/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV- 9912465985	0.00	36.40
1011010	5017435	09/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV- 9912465985	0.00	71.64
1011010	5017435	09/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV- 9912465985	0.00	51.29
1011010	5017435	09/07/22	6281	VERIZON WIRELESS SERVICE	0301	INV- 9912465985	0.00	23.32
TOTAL CHECK							0.00	229.70
1011010	5017436	09/07/22	001740	W.W. GRAINGER, INC.	105	SAWS & IMPLEMENTS	0.00	67.84
1011010	5017437	09/07/22	000119	WARE OIL & SUPPLY COMPAN	105	UNLEADED GASOLINE	0.00	15,343.44
1011010	5017437	09/07/22	000119	WARE OIL & SUPPLY COMPAN	105	DIESEL	0.00	16,586.28
TOTAL CHECK							0.00	31,929.72
TOTAL CASH ACCOUNT							0.00	45,019.46
TOTAL FUND							0.00	45,019.46
TOTAL REPORT							0.00	45,019.46

## Cindy Mock

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**From:** bcc payables  
**Sent:** Thursday, September 8, 2022 9:12 AM  
**To:** Cindy Mock  
**Cc:** Dannielle Welch  
**Subject:** Check Info 9-6-22  
**Attachments:** Check Register - 68168-68258.pdf; Check Register 5017417-5017437.pdf

Hi Cindy!

Attached are the check registers for the 9-6-22 board meeting and any check cut in between board meetings.

- General Fund: 68168-68258
- Road and Bridge Fund: 5017417-5017437

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

6

**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Taylor County Board of County Commissioners for and on behalf of Taylor County  
Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2020 - September 30, 2021.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2020 through June 30, 2023. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2020 through June 30, 2023. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2020 - September 30, 2021;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2020 - September 30, 2021 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2020 to June 30, 2023, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2020) and concludes with the end of the State of Florida's current fiscal year (June 30, 2023).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2020 – September 30, 2021) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
Phone: 850.245.6620  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Dale Collum  
Taylor County Public Library  
403 North Washington Street Perry Florida 32347-2791  
Phone: 386-294-3858  
Email: [dcollum@3riverslibrary.com](mailto:dcollum@3riverslibrary.com)

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [fivendor.myfloridacfo.com](http://fivendor.myfloridacfo.com). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:  
  
The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.  
  
Use the following text:  
  
"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."
10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of August 2021), incorporated by reference, which are



available online at <http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf>

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of August 2021) (<http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at [dosgrants.com](http://dosgrants.com).
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in



noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
  - d) The name of the account(s) must include the grant award number;
  - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
  - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or

employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](http://ada.gov) (as of January 2020)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of

Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

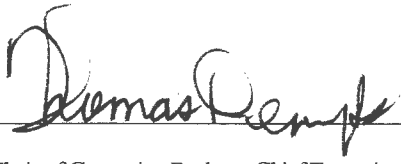
38. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2022-23 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

**Grantee:**

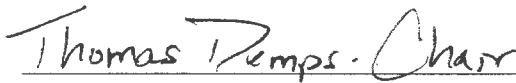
**Department of State**

By: 


By: \_\_\_\_\_

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida

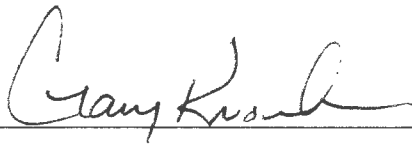


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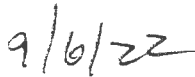
Date

Date



Clerk or Chief Financial Officer

Witness



Date

Date

## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### Audits

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

##### **Part II: State Funded**



This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 *F.A.C.*, State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

### Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:

A. The Department of State via the DOS Grants System at <https://dosgrants.com>

B. The Federal Audit Clearinghouse (FAC) as provided in 2 *CFR* 200.6 and section 200.512

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State via the DOS Grants System at <https://dosgrants.com>

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.



## **EXHIBIT – 1**

### **FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

### **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

#### **SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

**ATTACHMENT B**  
**Fiscal Year 2022-23 State Aid to Libraries Final Grants**

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF LIBRARY AND INFORMATION SERVICES  
FY 2023 STATE AID TO LIBRARIES GRANT APPLICATION  
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The Taylor County Board of County Commissioners governing body for Taylor County Public Library

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2020 and ending September 30, 2021 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2020 and September 30, 2021:

\$0

**SIGNATURES**

\_\_\_\_\_  
Library Finance Manager

\_\_\_\_\_  
Single Library Administrative Head

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Expenditure Report provides details on library expenditures by funding source. The information assists both local library personnel and Division staff in verifying the accuracy of the funds a library reports as expenditures qualifying for match under Chapter 257, *Florida Statutes*. The total amount listed in the "Local" column is the amount used to calculate the State Aid grant amounts.

1. Expenditure Report -October 1, 2020 - September 30, 2021 \*

Expenditure Report -October 1, 2020 - September 30, 2021

Expenditure Category	Local	State	Federal	Other	Total
10 Personnel Services					\$0
30 Operating Expenses					\$0
60 Capital Outlay (Non-Fixed)					\$0
Other					\$0
Total for the operation & maintenance of the library	\$0	\$0	\$0	\$0	\$0
60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					\$0

If any amounts are in the other column, please specify.

Total Local Expenditures Submitted for the Operation and Maintenance of the Library:	\$0
Prior year's State Aid Certified Expenditure:	\$200,515.00
Difference:	(\$200,515)
Percentage Difference:	-100.00%

2. Notes

If your total expenditures have changed by more than 10% from last year, please explain in the Notes field. Please describe the funds included in the "Other" Expenditures column in the Notes field, if any.

## Division of Library and Information Services

FY2022-23 Estimated Grants

7/19/2022

County	Operating Grant	Equalization Grant	Total Grant: Operating and Equalization
LEVY	\$ 4,184	\$ 62,346	\$ 66,530
LIBERTY	\$ 2,278	\$ 69,855	\$ 72,133
MADISON	\$ 7,600	\$ 231,460	\$ 239,060
MANATEE	\$ 138,963	\$ -	\$ 138,963
MARION	\$ 114,574	\$ -	\$ 114,574
MARTIN	\$ 85,578	\$ -	\$ 85,578
MIAMI-DADE	\$ 1,394,290	\$ -	\$ 1,394,290
MONROE	\$ 47,548	\$ -	\$ 47,548
NASSAU	\$ 32,684	\$ -	\$ 32,684
OKALOOSA	\$ 79,639	\$ -	\$ 79,639
OKEECHOBEE	\$ 10,159	\$ 149,985	\$ 160,144
ORANGE	\$ 793,916	\$ -	\$ 793,916
OSCEOLA	\$ 155,822	\$ -	\$ 155,822
PALM BEACH	\$ 871,581	\$ -	\$ 871,581
PASCO	\$ 143,955	\$ -	\$ 143,955
PINELLAS	\$ 670,264	\$ -	\$ 670,264
POLK	\$ 242,520	\$ -	\$ 242,520
PUTNAM	\$ 11,286	\$ 161,392	\$ 172,678
SAINT JOHNS	\$ 116,534	\$ -	\$ 116,534
SAINT LUCIE	\$ 97,936	\$ -	\$ 97,936
SANTA ROSA	\$ 45,335	\$ -	\$ 45,335
SARASOTA	\$ 243,613	\$ -	\$ 243,613
SEMINOLE	\$ 132,875	\$ -	\$ 132,875
SUMTER	\$ 57,324	\$ -	\$ 57,324
SUWANNEE	\$ 25,132	\$ 517,166	\$ 542,298
TAYLOR	\$ 3,926	\$ 59,027	\$ 62,953
UNION	\$ 2,949	\$ 90,466	\$ 93,415
VOLUSIA	\$ 336,500	\$ -	\$ 336,500
WAKULLA	\$ 4,954	\$ 74,594	\$ 79,548
WALTON	\$ 17,387	\$ -	\$ 17,387
WASHINGTON	\$ 7,456	\$ 226,179	\$ 233,635

Division of Library and Information Services  
FY2022-23 Estimated Grants  
7/19/2022

<b>Municipality</b>			
<b>ALTAMONTE SPRINGS</b>	\$ 8,999		\$ 8,999
<b>APALACHICOLA</b>	\$ -		\$ -
<b>BOYNTON BEACH</b>	\$ 59,724		\$ 59,724
<b>DELRAY BEACH</b>	\$ 44,394		\$ 44,394
<b>FORT MYERS BEACH</b>	\$ 17,294		\$ 17,294
<b>HIALEAH</b>	\$ 34,313		\$ 34,313
<b>INDIAN ROCKS BEACH</b>	\$ -		\$ -
<b>LAKE PARK</b>	\$ 7,827		\$ 7,827
<b>LAKE WORTH BEACH</b>	\$ 8,101		\$ 8,101
<b>LANTANA</b>	\$ 3,899		\$ 3,899
<b>MAITLAND</b>	\$ 14,166		\$ 14,166
<b>NEW PORT RICHEY</b>	\$ 17,702		\$ 17,702
<b>NORTH MIAMI</b>	\$ 21,433		\$ 21,433
<b>NORTH MIAMI BEACH</b>	\$ 22,695		\$ 22,695
<b>NORTH PALM BEACH</b>	\$ 14,397		\$ 14,397
<b>OAKLAND PARK</b>	\$ 17,227		\$ 17,227
<b>PALM SPRINGS</b>	\$ -		\$ -
<b>RIVIERA BEACH</b>	\$ 19,456		\$ 19,456
<b>SANIBEL</b>	\$ 36,905		\$ 36,905
<b>WEST PALM BEACH</b>	\$ 92,786		\$ 92,786
<b>WILTON MANORS</b>	\$ 12,268		\$ 12,268
<b>WINTER PARK</b>	\$ 49,085		\$ 49,085
<b>Subtotal</b>	<b>\$ 11,630,650</b>	<b>\$ 4,841,295</b>	<b>\$ 16,471,945</b>
<b>Multicounty</b>			
<b>HEARTLAND</b>			\$ 450,000
<b>NEW RIVER</b>			\$ 326,571
<b>NORTHWEST REGIONAL</b>			\$ 350,000
<b>PAL PUBLIC LIBRARY</b>			
<b>COOPERATIVE</b>			\$ 350,000
<b>PANHANDLE PUBLIC</b>			
<b>LIBRARY COOPERATIVE</b>			\$ 332,171
<b>SUWANNEE RIVER</b>			
<b>REGIONAL</b>			\$ 350,000
<b>THREE RIVERS REGIONAL</b>			\$ 329,486
<b>WILDERNESS COAST</b>			\$ 343,899
		<b>Total</b>	<b>\$ 2,832,127</b>
		<b>Total</b>	<b>\$ 19,304,072</b>



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF STATE AID TO  
LIBRARIES GRANT AGREEMENT FOR FISCAL YEAR 2022-2023.



**MEETING DATE REQUESTED:**

SEPTEMBER 6, 2022

**Statement of Issue:** TO RECEIVE GRANT FUNDING FOR THE OPERATION AND MAINTENANCE OF THE TAYLOR COUNTY PUBLIC LIBRARY.

**Recommended Action:** APPROVE

**Fiscal Impact:** \$62,953

**Budgeted Expense:** Yes

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 EXT. 6

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2022 through June 30, 2023.

The Grantee shall:

Have a single administrative head employed full time by the library's governing body;  
Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;

Provide access to materials, information and services for all residents of the area served; and

Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

**Options:** APPROVE/NOT APPROVE

**Attachments:** AGREEMENT  
FUNDING ESTMATES



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

September 6, 2022

Leon Simmonds Statewide E911 Coordinator Telecommunications  
850-921-0041 (office) | 850-491-1067 (Cell)  
Florida Department of Management Services  
[Leon.Simmonds@dms.myflorida.com](mailto:Leon.Simmonds@dms.myflorida.com)

Re: County 911 Coordinator Appointment

Dear Mr. Simmonds,

Please be advised that Taylor County implemented a personnel change in our County E911 System. Effective August 10, 2022, Dakota Cruce assumed the duties of the County 911 Coordinator for Taylor County in accordance with the State E911 Plan, F.A.C. Rule 60 FF - 6004(3)(a) and F.S.365.171(10).

Dakota Cruce will serve as the single point of contact between Taylor County and the Department of Management Services for all 911 related issues.

Dakota Cruce  
E911 Coordinator  
[Dakota.cruce@taylorsheriff.org](mailto:Dakota.cruce@taylorsheriff.org)  
Taylor County Emergency Services  
591 US-27  
Perry, Florida 32347  
850-838-3575

Please make appropriate changes to existing agency information. Thank you for your assistance in this matter.

Sincerely,

Handwritten signature of Thomas Demps in cursive script.  
Thomas Demps, Chairperson



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER APPROVAL OF LETTER TO E911-  
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES TO  
NOTIFY OF COUNTY 911 COORDINATOR APPOINTMENT.

**MEETING DATE REQUESTED:**

SEPTEMBER 6, 2022

**Statement of Issue:** TO NOTIFY THE STATE IN ACCORDANCE WITH THE  
STATE E911 PLAN.

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

**Contact:** 838-3500 EXT. 6

### **SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** IN ACCORDANCE WITH THE STATE OF FLORIDA E911  
PLAN, FAC RULE 60 FF-6004 (3) AND F.S. 365.17 (10) THE COUNTY WILL NOTIFY  
THE STATE OF ANY PERSONNEL CHANGES FOR THE COUNTY 911  
COORDINATOR.

**Options:** APPROVE/NOT APPROVE

**Attachments:** LETTER

# **911 RURAL COUNTY GRANT PROGRAM**

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## **1.0 Purpose**

The 911 Rural County Grant Program is to assist rural counties with the installation and maintenance of Enhanced 911 systems and to provide "seamless" 911 throughout the State of Florida.

## **2.0 Eligibility**

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 is eligible to apply for this grant program.

## **3.0 Definitions**

- 3.1 Enhanced 911 (E911): An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the State Plan under section 365.171, F.S., and that provides for automatic number identification and automatic location-identification features.
- 3.2 911 Maintenance: The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.
- 3.3 E911 System: The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- 3.4 Alternate Contract Source (ACS): A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county's purchase is not over expansive in size and scope.
- 3.5 Maintenance Contract: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period
- 3.6 Next Generation 911 (NG-911): The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.7 Next Generation 911 Core Services (NGCS): The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

- 3.8 Public Safety Answering Point (PSAP): A public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 Plan.
- 3.9 Service Contract: A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services
- 3.10 Warranty Contract: A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.



#### **4.0 911 Rural County Grant Program Calendar**

	<b>Spring Schedule</b>	<b>Fall Schedule</b>
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	Before June 30	Before December 30
Equipment Maintenance	One year from the award notification letter date.	One year from the award notification letter date.
Project Implementation	One years from the award notification letter date	One years from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

#### **5.0 General Conditions**

5.1 Applications and related documents must be delivered to the following address:

State of Florida E911 Board  
ATTN: E911 Board Administrative Staff  
4030 Esplanade Way, Suite 135  
Tallahassee, FL 32399-0950  
Or  
[E911BoardElectronicGrantreports@dms.fl.gov](mailto:E911BoardElectronicGrantreports@dms.fl.gov)

**Email is the preferred method of receipt of all grant applications.**

- 5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.3 To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4 GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines
- 5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.



- 5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.
- 5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.
- 5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:
- a) When purchasing from a DMS State Term Contract or DMS authorized Alternative Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
  - b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
  - c) Services or commodities provided by governmental entities do not require more than one quote.
  - d) The county can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the purchasing department that the project is a single source procurement based on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.
- 5.9 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not required to provide three written quotes with an application for an additional year of maintenance.



- 5.10 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.
- 5.11 Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.
- 5.12 Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.
- 5.13 Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.14 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- 5.15 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.16 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital



expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

- 5.17 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.18 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

## **6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses**

6.1 The following expenses will not be funded through this grant:

- A. Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel
- B. Vehicle expenses
- C. Wireline database cost
- D. Outside plant fiber or copper cabling systems and building entrance cost
- E. Consoles, workstation
- F. Ariel photography expenses
- G. Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year

6.2 Funding limitations are specified on the following items:

- A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.
- C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
- D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
- E. Training cost funding is limited to new system and equipment training.
- F. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

## **7.0 Approval and Award**

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Upon grant award county will receive a grant agreement per their funding source that requires signature by the BOCC or county manager.
- 7.3 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards. Grant awards maybe withheld if the county is not in compliance with all Board reporting requirements (including annual reports).
- 7.4 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Rural County Grant Program.
- 7.5 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed 911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

## **8.0 Financial and Administrative Requirements**

- 8.1 Grant funds shall be provided on a cost reimbursement basis.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Reporting Form. Incomplete claims forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5 To assure prompt processing, complete reimbursement claims should be e-mailed to:

**[E911BoardElectronicGrantReports@dms.fl.gov](mailto:E911BoardElectronicGrantReports@dms.fl.gov)**



- 8.6 Grant funds can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.8 It is the county's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost in excess of over \$5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.
- 8.9 The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.
- 8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold grant payments pending grantee correction of the deficiency,
  - Disapprove all or part of the cost of the activity or action not in compliance,
  - Suspend or terminate the current award for the grantee's project,
  - Suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.11 Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.
- 8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

## **9.0 Grant Reporting Procedures**

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include a completed Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Updated reports and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.
- 9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.4 Funding continuance will be based on timely submission of quarterly reports.
- 9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.
- 9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.
- 9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.
- 9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.
- 9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.
- 9.6.4 Change Request forms and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**
- 9.7 Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting

- 9.8 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award. The counties are required to provide DMS a copy of the county's Comprehensive Annual Financial Report (CAFR) no later than August 1st following the completion of the County's fiscal year.

County Taylor

**911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM**

Total Amount Requested: \$10,978.81

Project Title: Fall 2022 Taylor County Maintenance Grant

1. Board of County Commissioners Chair: Thomas Demps

Mailing Address: P.O. Box 620

City: Perry

State: Florida Zip: 32347 -

Phone: ( 850 ) 838-3500 Fax: 850 838-3501

Email Address: tdemps@taylorcountygov.com

2. County 911 Coordinator: Dakota Cruce

Mailing Address: 108 N Jefferson St. Ste 103

City: Perry

State: Florida Zip: 32347 -

(850 )838- 1104 Fax: 850-223-2049

Email Address: Dakota.cruce@taylorsheriff.org

County Taylor

**COUNTY INFORMATION**  
**USE 12 POINT FONT OR LEGIBLE HAND PRINTING**

3. County Fact Information

A. Number of PSAP's one

B. Number of Call-taking Positions per PSAP  
four

C. What equipment is requested in this grant application? none

D. Financial Information:

What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? \$48,350.67

- |     |   |                     |
|-----|---|---------------------|
| 1.) | What are the current annual costs for maintenance of items included in 1.)?   | <u>\$64,671.28</u>  |
| 2.) | Total amount of E911 fee revenue received in the preceding year?  | <u>\$81,296.33</u>  |
| 3.) | Total amount of county carry forward funding retained in the preceding year?  | <u>\$0.00</u>       |
| 4.) | Current total amount of county carry forward funding?   | <u>\$189,629.00</u> |
| 5.) | Two year maximum calculated amount for applied carry forward funding<br>Calculation (current year carry forward<br>funding amount based on General<br>Condition 5.16 multiplied by two) | <u>\$48,777.82</u>  |
| 6.) | Minimum calculated amount for Applied Carry Forward Funding<br>Calculation (Subtract the amount in D.4.<br>subtracted by amount in D.5.)<br>Insert in the Budget Report                 | <u>\$140,851.18</u> |



4. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Taylor County is currently utilizing Solacom for our 4 (four) position PSAP. We are Phase II compliant, using a map building and display package for the map data. Taylor County is a type 5 (five) with an online database.

5. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.

-911 Datamaster Support (1yr) (01/01/2023-12/31/2023)

-Eaton UPS Maintenance and Contract Renewal (03/15/2023-03/14/2024)  
Services, only 911. Flex 8 (eight) hour Rsp, 7x24 cvg. 1x per term: UPS preventative – maintenance, after hours (7x24), 1x per term, sealed battery preventative maintenance, anytime. EOSL status active.

6. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or standalone components.

Without the grant funding we cannot ensure continued operations of the service/system.

7. Describe why your county will not be able to complete this project without this grant funding.

Taylor County is a rural county without sufficient funds to cover this project.



8. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Upon approval of the grant we will await the grant agreement from the State. A budget request will be provided to the Board of County Commissioners to accept the funds from the grant award. Once approval of the budget commences, a purchase order will be produced. Payment will be made immediately upon receipt of invoices received from the vendors; the project will be considered complete when all funds have been expended and the vendor has reported action on all items of the quote.

9. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.

County

Taylor

10. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

11. Authority

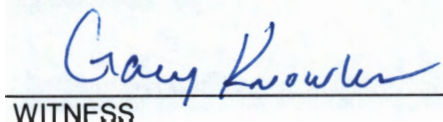
I hereby affirm my authority and responsibility for the use of funds requested.



SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or  
COUNTY MANAGER

9.6.22  
DATE

Thomas Demps  
Printed Name

  
WITNESS

9.6.22  
DATE

## Appendix I

**NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).**

### AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification and recertification and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.



## Addendum I

### Funding Priorities for the 911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

**PRIORITY 1:** Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

**PRIORITY 2:** Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
- b. Hosted System Service for subsequent years, after the first year.
- c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

**PRIORITY 3:** Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through h:

- a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
- b. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. E911 Voice Recording Equipment
- e. County E911 Standalone ALI Database Equipment
- f. E911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

**PRIORITY 4:** Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

**PRIORITY 5:** Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
- b. GIS Centerline, point generation and map accuracy services
- c. GIS Data support

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes

## Budget Report

are an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services  
s). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

nty: Taylor Project Name: Fall system maintenance grant

### Budget Categories

Variables	Unit Price (\$)	Quantity	Total Amount (\$)
System (Hardware, Software, Equipment, & Labor)			
Services (Training, Maintenance, and Warranty Items)			
Master support	5,670.00	1	5,670.00
UPS support	5,308.81	1	5,308.81
Overall Project Total			10,978.81
Carry Forward Funds Applied			0.00
Grant Request Total Less Carry Forward Applied			10,978.81

IS:

  
Signature, 911 County Coordinator

County E911 Fiscal Information			
Item No.	E911 Fee Revenue		
1	County	Taylor	Fiscal Year 1
2	Wireless Fee Revenue	\$42,075.85	
3	Non-Wireless Fee Revenue	\$20,534.32	(LEC, Wireline, & VoIP)
4	Pre-Paid Fee Revenue	\$18,686.19	
5	Total Fee Revenue	\$81,296.36	Carry Forward Fee Revenue Calculation (Item #2 + Item #3 + Item #4)
Item No.	E911 Allowable Expenditures		
6	Fee Revenue Expenditures	81,296.36	
Item No.	E911 Carry Forward & Excess Carry Forward		
9	Allowable Carry Forward	\$24,388.91	Maximum Allowable (30% of Item #5)
10	Actual Carry Forward	\$0.00	Limited by Para 365.173(2)(d). Florida Statutes. Assure amount is equal (=) to or less than (<) Item #9
11	Excess Carry Forward Recovery	\$0.00	
Item No.	Contact Information		
12	Preparer's Name	Dakota Cruce	
13	Preparer's Title / Position	911 Coordinator	
14	Telephone Number	850-838-1104	
15	Preparer's Email	dakota.cruce@taylorsheriff.org	
16	Date	08/25/2022	
In accordance with Paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes			
County E911 Fiscal Information		Incorporated by reference in Fla Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds & Excess Funding 04/2020	





Powering Business Worldwide

Eaton UPS Service Contract Renewal 41172  
Quote Date: 08/18/2022

Doug McAllister, Eaton Authorized Representative  
Florida Critical Power, LLC  
3016 Third Street, Suite 202  
Jacksonville Beach, FL 32250  
813-968-7013  
Email: DougMcAllister@FloridaCriticalPower.com

**Prepared For:**

Billing Contact: Dakota Cruce, 911 Coordinator/TAC  
Billing Company: Taylor County - Board of County  
Commissioners (BOCC)  
PO Box 620  
Perry, FL 32348  
850-672-1976  
Email: dakota.cruce@taylorsheriff.org

**For Covered Equipment at Site:**

Site Contact: Dakota Cruce, 911 Coordinator/TAC  
Site Company: Taylor Co. Sheriff's Office - Emergency Mgt.  
591 E Highway 27  
Perry, FL 32347  
850-672-1976  
Email: dakota.cruce@taylorsheriff.org

We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation.

**Quantity 1, Eaton 9390-IT (40), UPS Service Contract Renewal**

Coverage Start Date: 3/15/2023 Coverage End Date: 3/14/2024 Term: 1 Year

**Flex: 8 Hr Rsp, 7x24 Cvg Only**

- After Hours (7x24) w/ Parts&Labor
- 8 HR Response Time
- 1x per term: UPS Preventive Maintenance, After Hours (7x24)
- 1x per term: Sealed Battery Preventive Maintenance, Any Time
- EOSL Status Active

**Supporting Documents: T-0, X-1, R-2, R-5, R-30, R-10**

Site Location	Model	Serial Number	Quantity
Taylor County 911 Center	9390-IT (40)	EF342CAB03	1
<b>Subtotal:</b>			<b>1</b>

**Grand Total Price: \$5,308.81**

- Contract Payment Terms: Net 30 days, Billing Cycle: Payment Upfront
- Important Tax Notice: Tax is not included in the above purchase price. All orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- To purchase (renew) your service contract, please sign and date below. If including a PO, please make to **EATON CORPORATION**
- Please return to [DOUGMCALLISTER@FLORIDACRITICALPOWER.COM](mailto:DOUGMCALLISTER@FLORIDACRITICALPOWER.COM) for processing.

Accepted By:	Name	Title	Date	Purchase Order Number
Print Name:				

**Did you know?** Eaton has PredictPulse remote monitoring and a suite of professional assessment and testing services (Load Bank, IR Scan, PQ Meter) that take traditional preventive maintenance to the next level by proactively identifying issues for greater peace of mind. Learn more at [Eaton.com/UPSservices](http://Eaton.com/UPSservices)





We have prepared a quote for you

**911 Datamaster ALI/DBMS Support**

Quote # 000996  
Version 1

Prepared for:

**Taylor County, FL**

Dakota Cruce  
Dakota.cruce@taylorsheriff.org

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## 911 Datamaster Support

Description	Price	Qty	Ext. Price
911DM-SUP1Y <b>911 Datamaster Support (1YR)</b> <i>Dates of Support: 1/1/23 through 12/31/23</i>	\$5,670.00	1	\$5,670.00

Subtotal:    **\$5,670.00**

## Payment Terms

Description	Qty
<b>Terms of Sale:</b> • Payment Terms are Net 30	

PO Box 2880  
Concord, NH 03302  
<http://www.akassociates911.com/>  
(603) 432-5755



## 911 Datamaster ALI/DBMS Support

**Prepared by:**

**AK Associates**

Beth Stankus

(603) 432-5755 x.283

Fax (603) 432-0900

[bstankus@AKassociates911.com](mailto:bstankus@AKassociates911.com)

**Prepared for:**

**Taylor County, FL**

591 US Hwy 27 E

Perry, FL 32347

Dakota Cruce

(850) 672-1976

[Dakota.cruce@taylorsheriff.org](mailto:Dakota.cruce@taylorsheriff.org)

**Quote Information:**

**Quote #: 000996**

Version: 1

Delivery Date: 08/18/2022

Expiration Date: 11/06/2022

### Quote Summary

Description	Amount
911 Datamaster Support	\$5,670.00

Total: **\$5,670.00**

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates.  
This quote null and voids any previous version.

AK Associates

Taylor County, FL

Signature: \_\_\_\_\_

A handwritten signature in cursive script that reads 'Beth Stankus'.

Name: Beth Stankus

Title: Manager of Accounting

Date: 08/18/2022

Signature: \_\_\_\_\_

A handwritten signature in cursive script that reads 'Dakota Cruce'.

Name: Dakota Cruce

Date: \_\_\_\_\_

8-25-22

**SUBJECT/TITLE:** 2022 Fall E911 Rural County Maintenance Grant



**MEETING DATE REQUESTED:** September 6<sup>th</sup>, 2022

**Statement of Issue:** This application is for the 2022 Fall Maintenance Grant. This grant funds the maintenance costs associated with Taylor County's 911 System.

**Recommended Action:** Sign contract

**Fiscal Impact:** \$10,978.81

**Budgeted Expense:**

Yes ☒

No ☐

N/A ☐

**Submitted By:** Dakota Cruce

**Contact:** 850-838-1104 or [Dakota.cruce@taylorsheriff.org](mailto:Dakota.cruce@taylorsheriff.org)

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

The E911 Rural County Grant Program is used to assist rural Counties with installation and maintenance of an enhanced 911 System. This is a reimbursement grant; There is no match for this Grant, as it is 100% funded by the State E911 Board.

- Options:**
1. Approve Application.
  2. If not approved, we will be unable to pay for our 911 maintenance.

- Attachments:**
1. Grant Application.
  2. Quotes from vendors, vendor contract

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SOLID WASTE FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SOLID WASTE FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$29,886	111-3811010	Interfund Transfer from General Fund
Expenditures		
\$27,762	0261-51200	Regular Salaries & Wages
\$ 2,124	0261-52110	FICA/Medicare Taxes

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner Feagle,

Seconded by Commissioner Moody, and carried unanimously.



Gary Knowles

Gary Knowles, Clerk-Auditor

Thomas R. Dean

Chairman

BCC approved General Fund CF for Incentive



## RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **LANDFILL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **LANDFILL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$ 307	115-3811010	Interfund Transfer from General Fund
Expenditures		
\$ 285	0262-51200	Regular Salaries & Wages
\$ 22	0262-52110	FICA/Medicare Taxes

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Fearlie,  
seconded by Commissioner Moody, and carried  
unanimously.



Gary Knowles  
Gary Knowles, Clerk-Auditor

Thomas Dempsey  
Chairman

BCC approved General Fund CF for Incentive

## RESOLUTION

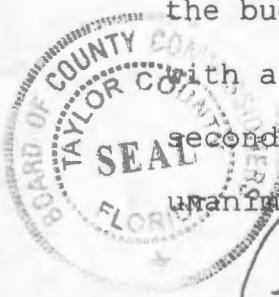
**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$ 919	003-3811010	Interfund Transfer from General Fund
Expenditures		
\$ 853	0500-51200	Regular Salaries & Wages
\$ 66	0500-52110	FICA/Medicare Taxes

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Feagle,  
seconded by Commissioner Moody, and carried  
unanimously.

  
Gary Knowles  
Gary Knowles, Clerk-Auditor

Thomas Dempf  
Chairman

**BCC approved General Fund CF for Incentive**

## RESOLUTION


**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT ENTERPRISE FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT ENTERPRISE FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$ 613	401-3811010	Interfund Transfer from General Fund
Expenditures		
\$ 569	4010-51200	Regular Salaries & Wages
\$ 44	4010-52110	FICA/Medicare Taxes

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Feagle,  
seconded by Commissioner Moody, and carried  
unanimously.

  
Gary Knowles  
Gary Knowles, Clerk-Auditor

Thomas Demit  
Chairman

**BCC approved General Fund CF for Incentive**

✓



# RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$351,564	001-3899010	General Fund-CF (*)
\$ 38,960	(attachment)	BCC General FD Departments
\$ 41,012	0466-59140	Transfer to R&B Fund
\$ 29,886	0466-59110	Transfer to Solid Waste Fund
\$ 32,676	0466-59111	Transfer to MSTU Fund
\$ 307	0466-59113	Transfer to Landfill Fund
\$ 919	0466-59115	Transfer to Airport Fund
\$ 613	0466-59135	Transfer to Airport Enterprise Fd
\$144,373	Subtotal-BCC	Departments
\$135,270	0901-59105	Transfer to Sheriff
\$ 4,591	0902-59105	Transfer to Supervisor
\$ 18,363	0903-59105	Transfer to Tax Collector
\$ 10,712	0904-59105	Transfer to Property Appraiser
\$ 38,255	0905-59105	Transfer to Clerk
\$351,564	Total Expenditures	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Feagle,  
seconded by Commissioner Moody, and carried  
unanimously.



Gary Knowles  
Gary Knowles, Clerk-Auditor

Thomas Dean  
Chairman

Overall Amendment of the budget to cover the cost of the employee "work performance incentive" payments paid by the County December 2021

(\*)Funding Source - 2021 FYE Returns from Constitutional Officers & CF

# RESOLUTION

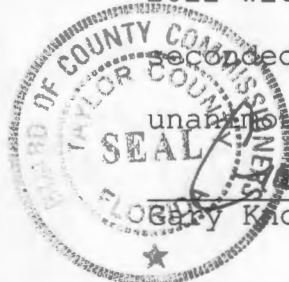
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$1,032,095	001-3315103	Restore Act/Hodges Pk Rehab
Expenditures:		
		Restore Act/Hodges Pk Rehab
\$ 40,000	0213-01-53101	Professional Services
\$ 992,095	0213-01-56300	Capital Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022 with a motion by Commissioner Feagle,

seconded by Commissioner Moody, and carried unanimously.



Gary Knowles  
Gary Knowles Clerk-Auditor

Thomas Dampf  
Chairman

New Grant FY'22

✓

## RESOLUTION


IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$55,048	001-3342007	911 Rural County Maintenance Grant
Expenditures:		
\$55,048	0255-54630	R&M - Office Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30,

2022 with a motion by Commissioner Feagle, seconded by Commissioner Moody, and carried unanimously.

 Gary Knowles  
Gary Knowles, Clerk-Auditor

Thomas Dempsey  
Chairman

New 911 Spring Rural County Grant for FY'22



## RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$32,676	107-3811010	Interfund Transfer from General Fund
Expenditures (attachment)		
\$30,351	51200	Regular Salaries & Wages
\$ 2,325	52110	FICA/Medicare Taxes

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Feagle,  
seconded by Commissioner Moody, and carried  
unanimously.



Gary Knowles  
Gary Knowles, Clerk-Auditor

Thomas Dempsey  
Chairman

BCC approved General Fund CF for Incentive

## RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **ROAD & BRIDGE FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **ROAD & BRIDGE FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue		
\$41,012	105-3811010	Interfund Transfer from General Fund
Expenditures (attachment)		
\$38,096	51200	Regular Salaries & Wages
\$ 2,916	52110	FICA/Medicare Taxes

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September, 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Feagle,  
seconded by Commissioner Moody, and carried  
unanimously.



Gary Knowles  
Gary Knowles, Clerk-Auditor

Thomas Demp  
Chairman

BCC approved General Fund CF for Incentive

## RESOLUTION

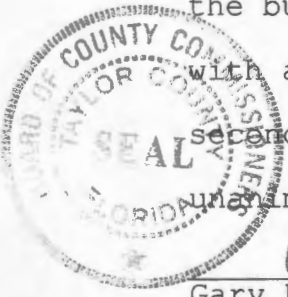
IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2022, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2022.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,003,059	003-3344126	FDOT Design/Constr Taxiway
Expenditures:		
\$ 200,000	0549-53401	FDOT Design/Constr Taxiway
		Contractual Services
\$2,803,059	0549-56300	Capital - Infrastructure

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 6th day of September 2022 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2022

with a motion by Commissioner Teague,  
seconded by Commissioner Moody, and carried  
unanimously.

  
Gary Knowles  
Gary Knowles, Clerk-Auditor

Thomas R. Rump  
Chairman

Additional Grant funding received FY'22

✓



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**TAYLOR COUNTY, FLORIDA**

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**AMENDED AND RESTATED  
FINAL ASSESSMENT RESOLUTION  
FOR SOLID WASTE COLLECTION AND DISPOSAL**

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**ADOPTED SEPTEMBER 6, 2022**

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# Taylor County Solid Waste Assessment Program

## RATE SCENARIOS

### NOTICED RATES

Fiscal Year 22-23 rate of \$210 per dwelling unit will generate \$1,957,266.

Future fiscal year maximum rate without further notice is \$228 per dwelling unit.

### Revised Budget Rates as of August 25, 2022

#### With Capital Costs

	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	5-Year Average
Rate Per Dwelling Unit	\$201	\$206	\$214	\$226	\$234	\$216
Total Assessable Costs	\$1,874,230	\$1,918,207	\$1,991,057	\$2,103,702	\$2,179,351	\$2,013,310

#### Without Capital Costs

	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	5-Year Average
Rate Per Dwelling Unit	\$161	\$166	\$177	\$189	\$197	\$178
Total Assessable Costs	\$1,497,627	\$1,541,604	\$1,647,563	\$1,760,207	\$1,835,856	\$1,656,572

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECOVERED MATERIALS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST RESIDENTIAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY; APPROVING THE SOLID WASTE SERVICE ASSESSMENT ROLL; CONFIRMING THE AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Taylor County, Florida has enacted the Solid Waste Service Assessment Ordinance, Ordinance No. 2022-06 (the "Ordinance"), which authorizes the imposition of annual Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against Residential Property within the unincorporated area of Taylor County, Florida (the "County"); and

**WHEREAS**, the imposition of a Solid Waste Service Assessment for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is an equitable and efficient method of allocating and apportioning the Solid Waste Cost among parcels of Residential Property within the unincorporated area of the County; and

**WHEREAS**, the Board desires to impose an assessment for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against Residential Property within the unincorporated area of the County using the tax bill collection method for the Fiscal Year beginning on October 1, 2022; and

**WHEREAS**, on August 1, 2022, the Board adopted the Amended and Restated Initial Assessment Resolution For Solid Waste Collection and Disposal (the “Amended and Restated Initial Assessment Resolution”), containing a brief and general description of the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided to Residential Property, describing the method of apportioning the Solid Waste Cost to compute the Solid Waste Service Assessment for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs against Residential Property, designating a rate of assessment, and directing preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

**WHEREAS**, pursuant to the provisions of the Ordinance, the County is required to confirm or repeal the Amended and Restated Initial Assessment Resolution, with such amendments as the Board deems appropriate, after hearing comments and objections of all interested parties and adopt an Amended and Restated Final Assessment Resolution; and

**WHEREAS**, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

**WHEREAS**, notice of a public hearing has been published and, if required by the terms of the Ordinance, mailed to each Owner of Residential Property proposed to be assessed notifying such Owners of their opportunity to be heard, an affidavit regarding the form of notice mailed to each Owner of Residential Property being attached hereto as Appendix A and the proof of publication being attached hereto as Appendix B; and

**WHEREAS**, a public hearing was held on September 6, 2022, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the Ordinance; the Amended and Restated Initial Assessment Resolution adopted by the Board on August 1, 2022; Article VIII, Section 1, Florida Constitution; Sections 125.01 and 125.66, Florida Statutes; and other applicable provisions of law.

**SECTION 2. DEFINITIONS AND INTERPRETATION.**

(A) This resolution constitutes the Amended and Restated Final Assessment Resolution as defined in the Ordinance.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance and the Amended and Restated Initial Assessment Resolution.

**SECTION 3. IMPOSITION OF SOLID WASTE SERVICE ASSESSMENTS.**

(A) The parcels of Residential Property included in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs described in the Amended and Restated Initial Assessment Resolution in the amount of the Solid Waste Service Assessment set forth in the Assessment Roll, a copy of which was present at the above referenced public hearing and is incorporated herein by reference. Additionally, the Assessment Roll, as approved, includes those Tax Parcels of Residential Property within the unincorporated area of the County that cannot be set forth in that



Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt "home addresses."

(B) It is hereby ascertained, determined and declared that each parcel of Residential Property within the unincorporated area of the County will be benefited by the County's provision of Solid Waste and Recovered Materials collection and disposal services, facilities, and programs in an amount not less than the Solid Waste Service Assessment for such parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution.

(C) Adoption of this Amended and Restated Final Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit, as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the Solid Waste and Recovered Materials collection and disposal services, facilities, and programs to be provided and a legislative determination that the Solid Waste Service Assessments are fairly and reasonably apportioned among the Residential Properties receiving the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(D) The method for computing Solid Waste Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(E) For the Fiscal Year beginning October 1, 2022, the Solid Waste Cost of \$1,656,572.00 shall be allocated among all parcels of Residential Property, based upon each parcel's classification as Residential Property and the number of Dwelling Units for such parcels.

(F) A rate of assessment equal to \$178.00 for each Dwelling Unit for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs is hereby approved for the Fiscal Year beginning October 1, 2022. The maximum annual Solid Waste Service Assessment that may be imposed without further notice for future fiscal years is \$228.00 per Dwelling Unit.

(G) Solid Waste Service Assessments for Solid Waste and Recovered Materials collection and disposal services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Residential Property in the unincorporated area of the County included in the Assessment Roll.

(H) No Solid Waste Service Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Solid Waste Service Assessment. Any shortfall in the expected Solid Waste Service Assessment proceeds due to any reduction or exemption from payment of the Solid Waste Service Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Solid Waste Service Assessments.

(I) As authorized in Section 2.13 of the Ordinance, interim Solid Waste Service Assessments are also levied and imposed against all Residential Property for which a Certificate of Occupancy is issued after adoption of this Amended and Restated Final Assessment Resolution based upon the rates of assessment approved herein.

(J) Solid Waste Service Assessments shall constitute a lien upon the Residential Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(K) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

**SECTION 4. CONFIRMATION OF AMENDED AND RESTATED INITIAL ASSESSMENT RESOLUTION.** The Amended and Restated Initial Assessment Resolution is hereby confirmed.

**SECTION 5. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Amended and Restated Final Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the Assessment Roll and the levy and lien of the Solid Waste Service Assessments) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Amended and Restated Final Assessment Resolution.

**SECTION 6. SEVERABILITY.** If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

**SECTION 7. EFFECTIVE DATE.** This resolution shall take effect immediately upon adoption.

**PASSED, ADOPTED AND APPROVED** THIS 6th day of September, 2022.

(SEAL)



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

By: Thomas Demps  
Thomas Demps, Chairman

**ATTEST:**

By: Gary Knowles  
Gary Knowles, County Clerk

**APPROVED FOR FORM AND  
CORRECTNESS:**

By: Conrad Bishop, Jr.  
Conrad Bishop, Jr., County Attorney

**APPENDIX A**

**AFFIDAVIT REGARDING NOTICE MAILED TO PROPERTY OWNERS**



## **AFFIDAVIT OF MAILING**

**BEFORE ME**, the undersigned authority, personally appeared LaWanda Pemberton, Tammy Peters and Jeremy Cohen, who, after being duly sworn, depose and say:

1. LaWanda Pemberton, as County Administrator of Taylor County, Florida (the "County"), pursuant to the authority and direction received from the Board of County Commissioners, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Sections 2.04 and 2.05 of the Solid Waste Service Assessment Ordinance (the "Assessment Ordinance") in conformance with the Amended and Restated Initial Assessment Resolution adopted by the Board on August 1, 2022 (the "Initial Assessment Resolution").

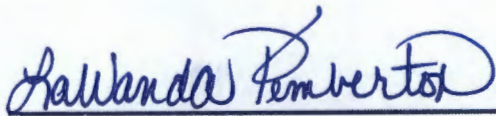
2. Tammy Peters is the Office Manager for GSG. GSG has caused the notices required by Section 2.05 of the Assessment Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the County expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time,

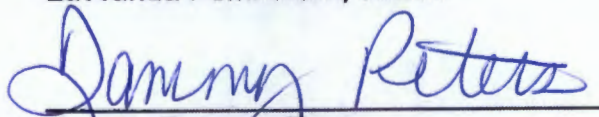
and place of the hearing.

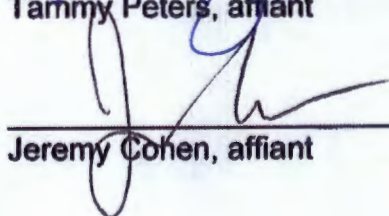
3. On or before August 16, 2022, GSG delivered and directed the mailing of the above-referenced notices by Target Print and Mail ("Target"), in accordance with Section 2.05 of the Assessment Ordinance and the Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Taylor County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

4. Jeremy Cohen is Sales Manager of Target Print and Mail. As directed above, Target mailed or caused to be mailed on or before August 16, 2022, the above-referenced notices delivered to Target by GSG.

FURTHER AFFIANTS SAYETH NOT.

  
LaWanda Pemberton, affiant

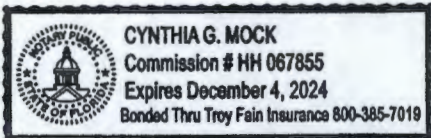
  
Tammy Peters, affiant

  
Jeremy Cohen, affiant



STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing Affidavit of Mailing was sworn to before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of September, 2022 by LaWanda Pemberton, County Administrator of Taylor County, Florida. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.



Cynthia G. Mock  
Printed Name: Cynthia G. Mock  
Notary Public, State of Florida  
At Large  
My Commission Expires: 12.04.2024  
Commission No.: HH 067855

STATE OF FLORIDA  
COUNTY OF LEON

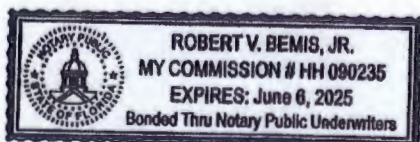
The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of Sept., 2022 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.



Loretta L. Latson  
Printed Name: Loretta L. Latson  
Notary Public, State of Florida  
At Large  
My Commission Expires: Sept. 24, 2024  
Commission No.: HH 036655

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of September, 2022 by Jeremy Cohen, Sales Manager, Target Print and Mail, a Florida corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.



Robert V. Bemis, Jr.  
Printed Name: Robert V. Bemis, Jr.  
Notary Public, State of Florida  
At Large  
My Commission Expires: 6/6/25  
Commission No.: HH 090235



**APPENDIX B**  
**PROOF OF PUBLICATION**

**APPENDIX C**

**FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**



**CERTIFICATE  
TO  
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Chairman of the Board of County Commissioners, or authorized agent of Taylor County, Florida (the "County"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for solid waste service assessments (the "Non-Ad Valorem Assessment Roll") for the County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Taylor County Tax Collector by September 15, 2022.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Taylor County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TAYLOR COUNTY, FLORIDA

By: \_\_\_\_\_  
Name  
Title

**[to be delivered to Tax Collector prior to September 15]**

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"): Taylor County, Florida

("Seller") and The Clark Properties of Taylor County, LLC

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: a Portion of Vacant Beach Rd Right of Way

Legal Description:

See attached Exhibit A

SEC 10 /TWP / 07 /RNG 07 of Taylor County, Florida. Real Property ID No.: Portion 08495-500 06559-000  
including all improvements existing on the Property and the following additional property:

2. Purchase Price: (U.S. currency) \$ 0.00

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 \$ 0.00

(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 \$ 0.00

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0.00

(d) Other: \$ 0.00

(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 \$ 0.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):

prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

calculation:

3. Time for Acceptance; Effective Date: Unless this offer is signed by Seller and Buyer and an executed copy

delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. Closing Date: This transaction will close on \_\_\_\_\_ ("Closing Date"), unless specifically

extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. Extension of Closing Date: If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not

available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer ( ) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAC-14 Rev 3/21

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("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.

**6. Financing: (Check as applicable)**

(a) ☐ Buyer will pay cash for the Property with no financing contingency.

(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.

(1) ☐ **New Financing:** Buyer will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % 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 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:

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

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_ % which ☐ will ☐ 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 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.

**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.

**8. Title:** Seller 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.

(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,

(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

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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.

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))**

- (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, 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)

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

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

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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 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

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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.

**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 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.

**Seller's Sales Associate/License No.**

**Buyer's Sales Associate/License No.**

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329\* \_\_\_\_\_  
 330 **Seller's Sales Associate Email Address** **Buyer's Sales Associate Email Address**  
 331 \_\_\_\_\_  
 332\* \_\_\_\_\_  
 333 **Seller's Sales Associate Phone Number** **Buyer's Sales Associate Phone Number**  
 334 \_\_\_\_\_  
 335\* \_\_\_\_\_  
 336 **Listing Brokerage** **Buyer's Brokerage**  
 337 \_\_\_\_\_  
 338 \_\_\_\_\_  
 339\* **Listing Brokerage Address** **Buyer's Brokerage Address**

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract  
 341 **(Check if applicable):**  
 342\* ☐ A. Back-up Contract  
 343\* ☐ B. Kick Out Clause  
 344\* ☐ C. Other \_\_\_\_\_

345\* **23. Additional Terms:** \_\_\_\_\_  
 346 **This contract is subject to the County Commission voting after public hearing has occurred by statute.**  
 347 \_\_\_\_\_  
 348 **The deed for the portion of County Road 361 (Beach Rd) will be recorded at such time the Beach Road**  
 349 **Realignment project is complete, the abandoned right-of-way area restored to a grassed area and is no longer**  
 350 **necessary for public purposes.**  
 351 \_\_\_\_\_  
 352 \_\_\_\_\_  
 353 \_\_\_\_\_  
 354 \_\_\_\_\_  
 355 \_\_\_\_\_  
 356 \_\_\_\_\_  
 357 \_\_\_\_\_  
 358 \_\_\_\_\_  
 359 \_\_\_\_\_  
 360 \_\_\_\_\_

#### COUNTER-OFFER/REJECTION

361  
 362\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 363 deliver a copy of the acceptance to Seller).  
 364\* ☐ Seller rejects Buyer's offer  
 365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**  
 366 **signing.**  
 367\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 368\* **Print name:** \_\_\_\_\_  
 369\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 370\* **Print name:** \_\_\_\_\_  
 371 **Buyer's address for purpose of notice:**  
 372\* **Address:** \_\_\_\_\_  
 373\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
 374\* **Seller:** Thomas Dempsey **Date:** 9.6.22  
 375\* **Print name:** Thomas Dempsey  
 376\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 377\* **Print name:** \_\_\_\_\_

378 **Seller's address for purpose of notice:**

379\* **Address:** \_\_\_\_\_

380\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

381\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initiated and delivered the**  
382 **final offer or counter-offer.)**

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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.



**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"): Taylor County, Florida**

("Seller") and **The Clark Properties of Taylor County, LLC**

("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: **a Portion of 16110 Beach Rd., Perry, FL 32348**

Legal Description:

**See attached Exhibit A**

**SEC 10 /TWP / 07 /RNG 07 of Taylor** County, Florida. Real Property ID No.: **A portion of 06582-000**  
including all improvements existing on the Property and the following additional property:

**2. Purchase Price: (U.S. currency) \$ 11,373.78**

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 \$ **0.00**

**(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 \$ **0.00**

**(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0.00**

**(d) Other: \$ 0.00**

**(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**

**(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_ prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:**

**3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.**

**4. Closing Date:** This transaction will close on \_\_\_\_\_ ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

**5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("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.

**6. Financing: (Check as applicable)**

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(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.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % 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 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:

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

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_ % which ☐ will ☐ 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 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.

**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.

**8. Title:** **Seller** 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.

(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,

(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

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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.

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))**

- (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, 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.

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(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)

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

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

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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 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

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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.

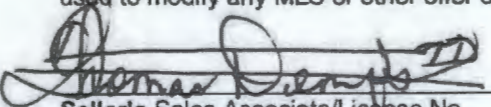
**17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

**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 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.

  
\_\_\_\_\_  
Seller's Sales Associate/License No.

\_\_\_\_\_  
Buyer's Sales Associate/License No.

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329\* \_\_\_\_\_  
 330 **Seller's Sales Associate Email Address** **Buyer's Sales Associate Email Address**  
 331 \_\_\_\_\_  
 332\* \_\_\_\_\_  
 333 **Seller's Sales Associate Phone Number** **Buyer's Sales Associate Phone Number**  
 334 \_\_\_\_\_  
 335\* \_\_\_\_\_  
 336 **Listing Brokerage** **Buyer's Brokerage**  
 337 \_\_\_\_\_  
 338 \_\_\_\_\_  
 339\* **Listing Brokerage Address** **Buyer's Brokerage Address**

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract  
 341 **(Check if applicable):**  
 342\* ☐ A. Back-up Contract  
 343\* ☐ B. Kick Out Clause  
 344\* ☐ C. Other \_\_\_\_\_

345\* **23. Additional Terms:** \_\_\_\_\_  
 346 **This contract is subject to the County Commission voting after public hearing has occurred by statute.**  
 347 \_\_\_\_\_  
 348 **This property will be an exchange for another property of the same value.**  
 349 \_\_\_\_\_  
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361 **COUNTER-OFFER/REJECTION**

362\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 363 deliver a copy of the acceptance to Seller).  
 364\* ☐ Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**  
 366 **signing.**

367\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

368\* **Print name:** \_\_\_\_\_

369\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

370\* **Print name:** \_\_\_\_\_

371 **Buyer's address for purpose of notice:**

372\* **Address:** \_\_\_\_\_

373\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

374\* **Seller:** Thomas Demps **Date:** 9.4.22

375\* **Print name:** Thomas Demps

376\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

377\* **Print name:** \_\_\_\_\_

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378 **Seller's address for purpose of notice:**

379\* **Address:** \_\_\_\_\_

380\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

381\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
382 **final offer or counter-offer.)**

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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 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-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 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.



**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 the property ("Property") described as:

Address: a Portion of 2950 Yates Creek Rd and a Portion of Vacant Beach Rd., Perry, FL 32348

Legal Description:

See attached Exhibit A

SEC 10 /TWP / 07 /RNG 07 of Taylor County, Florida. Real Property ID No.: Portion 06580-025 06580-000  
including all improvements existing on the Property and the following additional property:

**2. Purchase Price: (U.S. currency) \$ 12,924.75**

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 ..... \$ 0.00

**(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 ..... \$ 0.00

**(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$ 0.00**

**(d) Other: ..... \$ 0.00**

**(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 ..... \$ 12,924.75**

**(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): \_\_\_\_\_ prorating areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation: \_\_\_\_\_**

**3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before \_\_\_\_\_, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

**4. Closing Date:** This transaction will close on \_\_\_\_\_ ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

**5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("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.

**6. Financing: (Check as applicable)**

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(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.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ \_\_\_\_\_ or \_\_\_\_\_ % 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 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:

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

LN# \_\_\_\_\_ in the approximate amount of \$ \_\_\_\_\_ currently payable at \$ \_\_\_\_\_ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) \_\_\_\_\_ interest rate of \_\_\_\_\_ % which ☐ will ☐ 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 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.

**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.

**8. Title:** **Seller** 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.

(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,

(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

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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.

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))**

- (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, 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.

- 165\* (2) ☒ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,  
166 including being satisfied that either public sewerage and water are available to the Property or the  
167 Property will be approved for the installation of a well and/or private sewerage disposal system and that  
168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,  
169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract  
170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's  
172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has  
173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies  
175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to  
176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as  
178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required  
179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The  
180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that  
181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach  
182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida  
183 Department of Environmental Protection, including whether there are significant erosion conditions associated  
184 with the shore line of the Property being purchased.
- 185\* ☐ Buyer waives the right to receive a CCCL affidavit or survey.
- 186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be  
187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title  
188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to  
189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to  
190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the  
191 costs indicated below.
- 192 (a) **Seller Costs:**
- 193 Taxes on deed
- 194 Recording fees for documents needed to cure title
- 195 Title evidence (if applicable under Paragraph 8)
- 196 Estoppel Fee(s)
- 197\* Other: \_\_\_\_\_
- 198 (b) **Buyer Costs:**
- 199 Taxes and recording fees on notes and mortgages
- 200 Recording fees on the deed and financing statements
- 201 Loan expenses
- 202 Title evidence (if applicable under Paragraph 8)
- 203 Lender's title policy at the simultaneous issue rate
- 204 Inspections
- 205 Survey
- 206 Insurance
- 207\* Other: \_\_\_\_\_
- 208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real  
209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and  
210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,  
211 the previous year's rates will be used with adjustment for any exemptions.
- 212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will  
213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the  
214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not  
215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in  
216\* installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is  
217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a  
218 Homeowners' or Condominium Association.
- 219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO  
221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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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 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

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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.

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 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.

**Seller's** Sales Associate/License No.

**Buyer's** Sales Associate/License No.

Buyer (TD) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

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329\* \_\_\_\_\_  
 330 **Seller's Sales Associate Email Address** **Buyer's Sales Associate Email Address**  
 331 \_\_\_\_\_  
 332\* \_\_\_\_\_  
 333 **Seller's Sales Associate Phone Number** **Buyer's Sales Associate Phone Number**  
 334 \_\_\_\_\_  
 335\* \_\_\_\_\_  
 336 **Listing Brokerage** **Buyer's Brokerage**  
 337 \_\_\_\_\_  
 338 \_\_\_\_\_  
 339\* **Listing Brokerage Address** **Buyer's Brokerage Address**

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract  
 341 **(Check if applicable):**  
 342\* ☐ A. Back-up Contract  
 343\* ☐ B. Kick Out Clause  
 344\* ☐ C. Other \_\_\_\_\_

345\* **23. Additional Terms:** \_\_\_\_\_  
 346 ***This contract is subject to the County Commission voting after public hearing has occurred by statute.***  
 347 \_\_\_\_\_  
 348 ***This property will be an exchange for another property of the same value.***  
 349 \_\_\_\_\_  
 350 ***Buyer will pay \$2,300.00 of the seller's attorney fees for clearing title.***  
 351 \_\_\_\_\_  
 352 \_\_\_\_\_  
 353 \_\_\_\_\_  
 354 \_\_\_\_\_  
 355 \_\_\_\_\_  
 356 \_\_\_\_\_  
 357 \_\_\_\_\_  
 358 \_\_\_\_\_  
 359 \_\_\_\_\_  
 360 \_\_\_\_\_

361 **COUNTER-OFFER/REJECTION**

362\* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 363 deliver a copy of the acceptance to Seller).  
 364\* ☐ Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**  
 366 **signing.**

367\* **Buyer:** Thomas Demp **Date:** 9.6.22

368\* **Print name:** Thomas Demp

369\* **Buyer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

370\* **Print name:** \_\_\_\_\_

371 **Buyer's address for purpose of notice:**

372\* **Address:** \_\_\_\_\_

373\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

374\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

375\* **Print name:** \_\_\_\_\_

376\* **Seller:** \_\_\_\_\_ **Date:** \_\_\_\_\_

377\* **Print name:** \_\_\_\_\_

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378 **Seller's address for purpose of notice:**

379\* **Address:** \_\_\_\_\_

380\* **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

381\* **Effective Date:** \_\_\_\_\_ **(The date on which the last party signed or initialed and delivered the**  
382 **final offer or counter-offer.)**

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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 AS FOLLOWS:

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  $89^{\circ}13'39''$  WEST, ALONG THE SOUTH LINE OF SAID NW 1/4 OF NW 1/4, A DISTANCE OF 516.83 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EXISTING COUNTY ROAD 361 (100' WIDE RIGHT-OF-WAY); THENCE NORTH  $34^{\circ}20'08''$  WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 235.52 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 650, PAGE 439; THENCE CONTINUE NORTH  $34^{\circ}20'08''$  WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 0.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $34^{\circ}20'08''$  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  $56^{\circ}50'40''$  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  $20^{\circ}46'47''$  EAST, 426.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $27^{\circ}06'42''$  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  $89^{\circ}10'38''$  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  $34^{\circ}46'43''$  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  $21^{\circ}11'23''$  WEST, 427.62 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $27^{\circ}10'41''$ , 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  $55^{\circ}50'58''$  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  $34^{\circ}46'43''$  EAST ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 416.75 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 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  $88^{\circ}51'48''$  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  $34^{\circ}46'43''$  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  $34^{\circ}46'43''$  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  $19^{\circ}02'04''$  EAST, 81.40 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $31^{\circ}29'19''$ , 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  $18^{\circ}17'28''$  EAST, 129.42 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $30^{\circ}00'07''$ , 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  $51^{\circ}19'09''$  EAST, 11.88 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $0^{\circ}52'32''$ , 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  $08^{\circ}29'22''$  EAST, 68.54 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF  $86^{\circ}32'03''$ , AN ARC LENGTH OF 75.52 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. N/A**1<sup>st</sup> Avenue Sidewalk - Signature Authorization**

**WHEREAS,** The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into a Local Agency Program Agreement to oversee and manage a FDOT Consultant's design of a sidewalk along 1<sup>st</sup> Avenue from The Sunset Place Condos to Riverside Drive in Taylor County, and

**WHEREAS,** the Local Agency Program Agreement will have no financial obligations on Taylor County, and

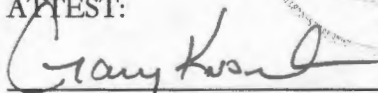
**WHEREAS,** The Board has determined that it is in the best interest of Taylor County to execute the Local Agency Program Agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the 1<sup>st</sup> Avenue Sidewalk Local Agency Program Agreement.

**PASSED** in regular session this 6<sup>th</sup> day of September, 2022.



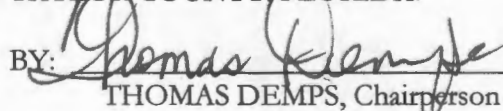
ATTEST:



GARY KNOWLES, Clerk

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA.

BY:

  
THOMAS DEMPS, Chairperson



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>435683-3-38-02</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D222 035 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALT</u>	Fund: _____	Fund: _____
Org Code: <u>55023010248</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>088849</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>780000</u>	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>38</u>	Contract No: _____	
Recipient Vendor No: <u>f596000879041</u>	Recipient Unique Entity ID SAM No: <u>REHMLLBHALS6</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Taylor County ("Recipient").

(This date to be entered by DOT only)

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in project management and oversight of Design of sidewalk for 1st Avenue South & CR361, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 08/30/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 2,459.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$2,459.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:



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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.  
  
☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the



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Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:



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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time,

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adherence to contract requirements, construction quality and scope of Federal-aid projects;

- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount



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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “E” to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**



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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts



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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this



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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**525-010-40  
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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

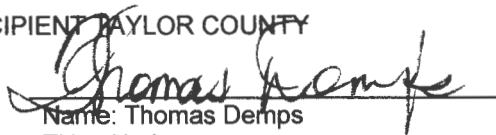
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT TAYLOR COUNTY

By:

  
Name: Thomas Demps  
Title: Chairman

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

\_\_\_\_\_  
Name: Greg Evans  
Title: District Secretary

Legal Review:

\_\_\_\_\_



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 435683-3-38-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Taylor County (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.411 miles / 0.000 to 0.071 & 0.000 to 0.340

**PROJECT DESCRIPTION:** Project management and oversight of Design of sidewalk for 1<sup>st</sup> Avenue South & CR361

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by - N/A .
- b) Design to be completed by - 05/30/2024 .
- c) Right-of-Way requirements identified and provided to the Department by - 11/30/2023.
- d) Right-of-Way to be certified by - 05/30/2024.
- e) Construction contract to be let by - N/A.
- f) Construction to be completed by - N/A.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

Taylor County will manage a design contract that has been procured by the Department.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Taylor County 201 East Green Street Perry, Florida 32347	FINANCIAL PROJECT NUMBER: 435683-3-38-02
---	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: 2023 (TALT)	\$ 2,459.00	\$ _____	\$ _____	\$ 2,459.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 2,459.00	\$ 0.00	\$ 0.00	\$ 2,459.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>(Insert Phase)</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 2,459.00	\$ 0.00	\$ 0.00	\$ 2,459.00

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Cassandra Lamey

District Grant Manager Name

DocuSigned by:

Cassandra Lamey

8/16/2022 | 2:54 PM EDT

Signature EE44484...

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration*, or



Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$2,459.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141

<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsr.gov/>



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT G**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE  
WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.



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

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

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

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

August 30, 2022

VIA E-MAIL

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

Re: Property Issue

Dear LaWanda:

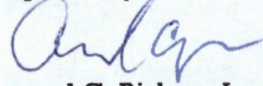
Enclosed is a copy of a letter and attachments I received from attorney Angela Ball.

This needs to be put on the agenda to request to execute the Deed if the Board agrees.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Ms. Angela Ball (via e-mail)  
Hon. Gary Knowles (via e-mail)

**ANGELA M. BALL, P.A.**

Attorney at Law  
615 N. Jefferson Street  
Perry, Florida 32347  
850-584-8960  
Fax 888-471-4123 (toll free)  
angela@angelaballpa.com

Post Office Box 734  
Perry, Florida 32347  
850-584-8960

2625 Mahan Drive  
Tallahassee, Florida 32308  
Fax 888-471-4123 (toll free)

**Please Reply to Perry**

Thursday, August 25, 2022

Conrad Bishop  
Attorney for Taylor County Board of County Commissioner  
411 N Washington St.  
Perry, FL 32347

RE: Property Issue

Dear Conrad:

Thank you for speaking with me on August 18 regarding the above matter. As I showed you on the map and the documents in the property appraiser's office, there is apparently an error in the description which occurred when the property was developed.

As explained, it is my understanding that in order to get the approval for the development, the developers, agreed to grant the county a triangular portion of the property for a helipad (parcel 6343-598-6350.) In creating that conveyance, the 25-foot roadway was inadvertently included in the description to the county however that property was owned by my clients Dennis and Barbara McLean.

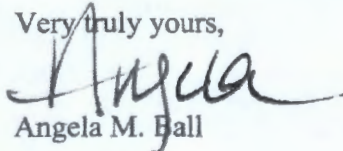
In order to resolve this based upon our discussions, I have prepared the attached deed for the approximately 25' x 660' strip that was conveyed in error. I have also attached the diagram that we reviewed. The highlighted portion shows the roadway.

Could you please present this to your board and if amenable provide me a fully executed deed in order that I may finalize the quiet title action that I have been retained to handle for Dennis and Barbara McLean.

I appreciate the cooperation of Ms. Pemberton in agreeing to add this to the agenda based upon your call to her while we were in conference.

Please let me know should you need anything further to present to your board.

Very truly yours,

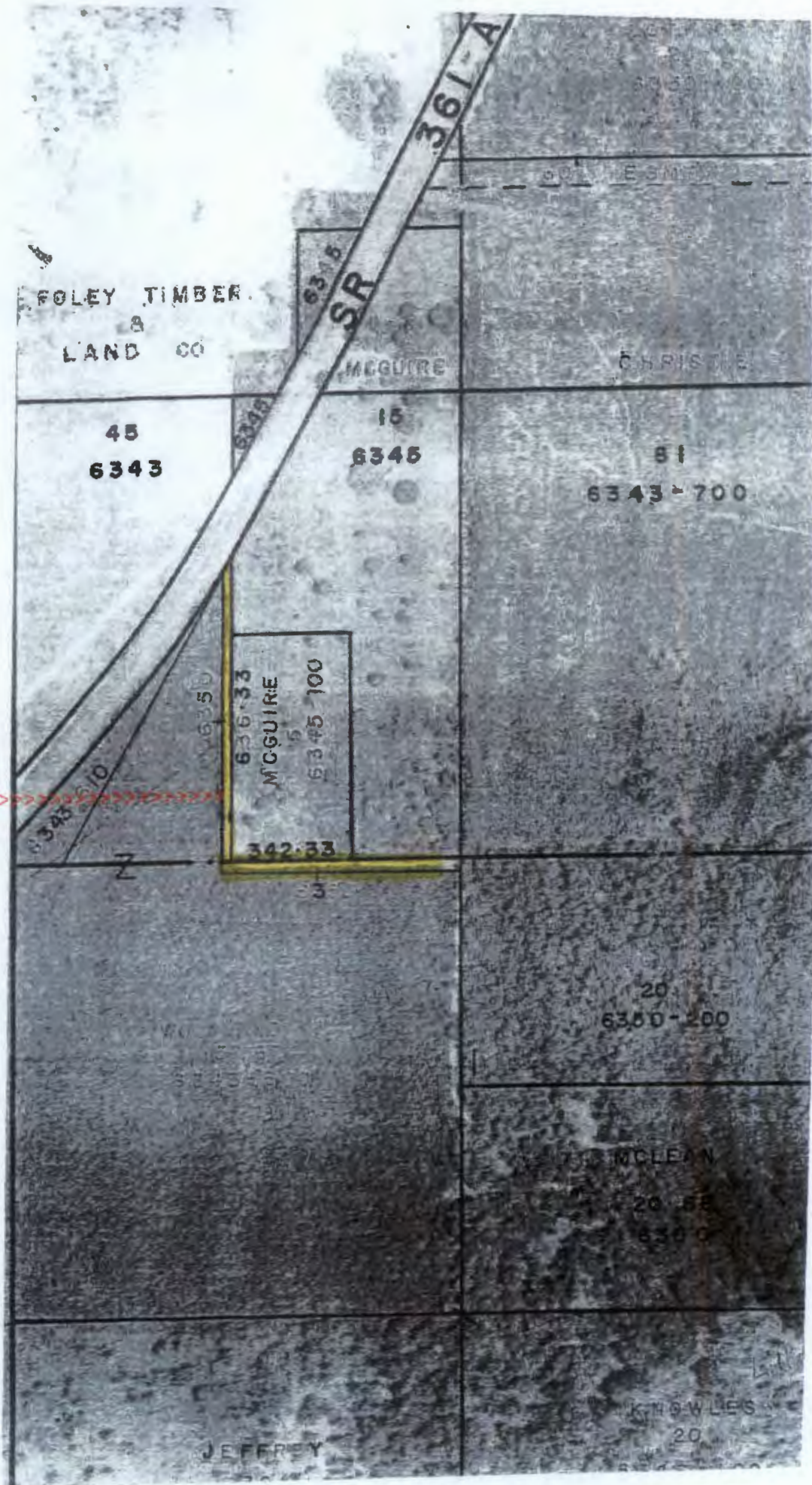


Angela M. Ball

AMB/sg  
Enclosure: Deed/Diagram



>>>>>>>>> <<<<<<<<<<





[illegible]



1. Quit-Claim Deed conveying the land from **Taylor County Board of County Commissioners**, signed in the name of the chairman of the county commissioners, in the presence of two subscribing witnesses, duly attested by the county clerk and sealed with the county seal, to Dennis W. McLean and Barbara B. McLean, husband and wife conveying Parcel 2 on Schedule A for the purpose of releasing any interest they may have by virtue of the Quit-Claim Deed recorded in Book 370, Page 829. In connection with said deed, we will further require: Proof that said Deed is in compliance with a Resolution to execute the Quit-Claim Deed in order to clear title. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

2. Quit-Claim Deed conveying the land described as Parcel 2 on Schedule A from **Leroy Anglin and Tina Brown**, as a single person or joined by spouse, if married, to Dennis W. McLean and Barbara B. McLean, husband and wife for the purpose of releasing any interest they may have by virtue of the Warranty Deed recorded in Book 726, Page 145.

3. Quit-Claim Deed from **Randall Hilton Pittman and Rachel D. Pittman**, as a single person or persons, and joined by spouse (or their respective spouses), if married, to Dennis W. McLean and Barbara B. McLean, conveying the property described as Parcel 2 in Schedule "A" for the purpose of releasing any interest they may have by virtue of the Warranty Deed recorded in Book 533, Page 873. In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

4. Quit-Claim Deed from **Phyllis V. Cote**, as a single person or persons, and joined by spouse (or their respective spouses), if married, to Dennis W. McLean and Barbara B. McLean, conveying the property described as Parcel 2 in Schedule "A", for the purpose of releasing any interest she has by virtue of the Quit-Claim Deed recorded in Book 560, Page 153. In the event that the property being conveyed is not the homestead of the grantor(s), the following statement should be set forth on said deed in lieu of a spouse's signature:

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land.

**RECORD TO THE DEED RECORD**

Easement granted to Gulf Telephone Company by instrument recorded in Book 207, Page 79.

Easement granted to J. Walter McGuire and C. Denise McGuire by instrument recorded in Book 366, Page 631.

Easement granted to J. Walter McGuire and C. Denise McGuire, his wife by instrument recorded in Book 462, Page 465.

DEED FOR DENNIS McLEAN  
TOWNSHIP 6 SOUTH, RANGE 7 EAST  
FLORIDA

(18-REVISED)

COUNTY ROAD #361-A (100' R/W)

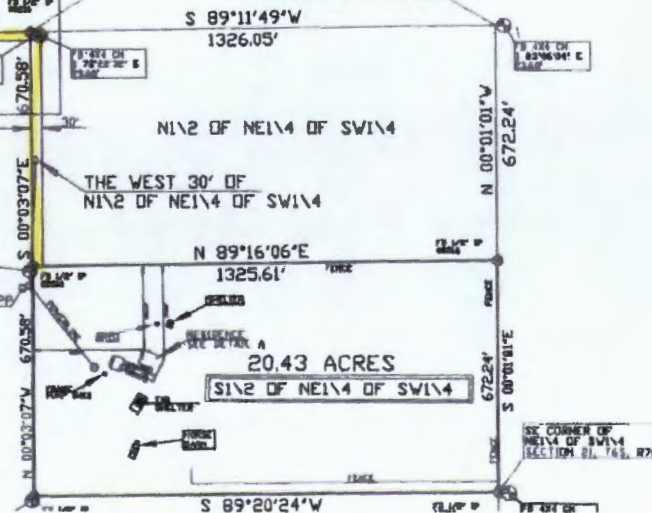
DELTA=31°34'52"  
RADIUS=5725.93'  
CHORD= N 41°30'28" E  
3116.30'

- LEGEND:  
N-NORTH S-SOUTH  
E-EAST W-WEST  
T-TOWNSHIP  
R-RANGE  
POC-POINT OF COMMENCEMENT  
POB-POINT OF BEGINNING  
FD-FOUND  
R/W-RIGHT OF WAY  
CL-CENTERLINE  
P.C.-POINT OF CURVATURE  
P.T.-POINT OF TANGENCY  
CM-CONCRETE MARKER  
● SET IP-SET IRON PIN (1/2") #2216  
~ NOT TO SCALE  
○ PP-POWERPOLE

DESCRIPTION: PARCEL 1 (PROVIDED BY THE CURTIS LAW FIRM)  
THE SOUTH HALF (S1/2) OF THE FOLLOWING DESCRIBED LAND:  
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION  
21, TOWNSHIP 6 SOUTH, RANGE 7 EAST, AND BEING LOCATED IN  
TAYLOR COUNTY, FLORIDA.

PARCEL 2:  
A 25' STRIP OF LAND LOCATED IN SECTION 21, TOWNSHIP  
6 SOUTH, RANGE 7 EAST, TAYLOR COUNTY, FLORIDA BEING  
DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF  
THE EAST BOUNDARY LINE OF THE WEST HALF OF THE SOUTHWEST  
QUARTER OF THE NORTHWEST QUARTER (W1/2 OF SW1/4 OF NW  
1/4) OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 7 EAST AND  
THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD #361 FOR A  
POINT OF BEGINNING, SAID LAND BEING 25 FEET WEST AND  
SOUTH AND PERPENDICULAR TO THE FOLLOWING DESCRIBED LINE;  
THENCE FROM SAID P.O.B. RUN SOUTH ALONG THE EAST BOUNDARY  
LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF SAID WEST  
HALF; THENCE RUN EAST ALONG THE NORTH BOUNDARY LINE OF  
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE  
OF 660 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID  
FORTY ACRE TRACT AND THE END OF SAID STRIP OF LAND.

TOGETHER WITH THE FOLLOWING EASEMENT:  
THE WEST THIRTY (30) FEET OF THE NORTH HALF OF THE NORTH-  
EAST QUARTER OF THE SOUTHWEST QUARTER (N1/2 OF NE1/4  
OF SW1/4) OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 7 EAST,  
TAYLOR COUNTY, FLORIDA.





## COMMERCIAL LEASE

This COMMERCIAL LEASE, is executed the 21<sup>st</sup> day of September, 2022, by and between ANN C. HODGES ("Landlord" or "Lessor"), whose address is 3205 Boyd Road, Perry, FL 32347, and "TAYLOR COUNTY, FLORIDA" ("Tenant" or "Lessee"), whose address is 201 E Green St., Perry, FL 32347.

**WHEREAS**, Tenant wishes to lease from Landlord the "Leased Premises" pursuant to the terms and conditions set forth in this Lease and as defined or otherwise set forth in this Lease.

**NOW THEREFORE**, in consideration of these premises and the mutually beneficial provisions set forth below, the Landlord and Tenant agree as follows:

1. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord, subject to the terms, covenants and conditions of this Lease, the "Leased Premises" described as follows: 117 W. Main Street, Perry, Florida 32347.

2. **Term and Commencement.** The term of this Lease begins on 09/30/2023 and ends on 10/03/2023. This Lease may be extended by mutual agreement in writing signed by both Landlord and Tenant.

3. **Rent.** As rent ("Rent"), Tenant shall pay at Landlord's address stated above, monthly rent in the amount of \$1,000.00. Payments shall be made in full, payable on the first (1st) day of each month of the Lease. If Rent is not paid in full by the tenth (10th) day of the month, a \$100.00 late fee will be due; provided, however, that this ten (10) day grace period does not prevent Landlord from commencing eviction proceedings.

**LANDLORD'S ACCEPTANCE OF ANY PARTIAL RENT PAYMENT BY TENANT DOES NOT WAIVE LANDLORD'S RIGHT TO THE FULL RENT DUE HEREUNDER OR IMPAIR LANDLORD'S EVICTION RIGHTS AND REMEDIES. LANDLORD MAY SEEK COLLECTION OF ALL RENTS DUE HEREUNDER OR COMMENCE EVICTION ACTIONS AT ANY TIME AFTER ACCEPTANCE OF A PARTIAL PAYMENT.**

4. **Rental Adjustment.** Rent shall not be adjusted during the term of this Lease. Rental adjustments due to increases in property taxes or insurance or for any other reason may only be made upon renewal of the Lease.

5. **Condition and Maintenance of the Premises.** Tenant has examined the Premises, is familiar with the condition of the Premises, and accepts them "as is" with all faults in their present condition. Landlord will be responsible for making repairs to



the roof, heating/air conditioning units and water heater as necessary. Tenant shall be responsible for providing and replacing the air conditioner filters monthly, and shall be responsible for any and all other maintenance and upkeep of the Premises, including but not limited to plumbing and electrical systems, appliances, lighting, smoke alarms and lawn.

6. **Use of Premises.** Tenant may use the Premises only as follows: State of Florida Guardian ad Litem Office, or uses reasonably incidental and related thereto for which the current condition of the Premises is suitable. Tenant shall comply with the provisions of the Lease and with all laws, rules, regulations and ordinances applicable to the permitted use of the Premises. Tenant shall not use or permit the Premises to be used for any unlawful purpose, for any purpose that will affect Landlord's ability to obtain fire or other insurance or cause an increase in the premiums for such insurance, for any purpose that is prohibited in the Lease or that may otherwise interfere with the operation of the Building as a first class office building.

7. **Alterations and Improvements.** Tenant may not make any changes, alterations or improvements, or install any equipment or fixtures in or to the Premises during the term of this Lease without Landlord's written approval. Landlord shall make diligent efforts to respond to Tenant within five (5) business days of receipt of written request.

8. **Insurance.** Taylor County has insurance and does not waive sovereign immunity, pursuant to Chapter 768.28, Florida Statutes.

9. **Liability and Indemnity.** Landlord is not liable or responsible to Tenant or any other person on or about the Premises with Tenant's knowledge or consent, for damage or loss to person or property arising from or in any way related to Tenant's use of the Premises.

Tenant's property is on or about the Premises at Tenant's sole risk. Tenant releases Landlord from all claims of any kind Tenant may have for damages to or loss of Tenant's Property located in or about the Premises.

Tenant occupies the Premises at its own risk. Tenant releases Landlord from all claims of any kind Tenant may have arising from personal injury or loss of life in or about the Premises, unless the personal injury or loss of life is proximately caused by Landlord's willful and intentional misconduct.

Tenant shall indemnify, defend, and hold Landlord harmless of and from all claims, suits, liabilities, damages, fines, penalties, charges, losses, costs and expenses, related to Tenant's use or occupancy of the Premises, or arising from or in any way related to the acts or omissions of Tenant, its employees, agents and invitees, including, but not limited to, the release, storage or disposal or presence of hazardous waste on the Premises.

Tenant shall promptly notify Landlord of any damage to the Premises, any accident in or about the Premises, or any defect in the Premises or in any of Tenant's alterations, improvements, equipment and fixtures installed in or about the Premises.

10. **Destruction.** If the Premises are damaged or destroyed by any casualty to such an extent that the Premises are untenable (and the damage or destruction is not proximately related to the negligence or willful misconduct of Tenant, its employees, agents, or invitees), the Rent shall be abated for the period and in an amount corresponding to the extent to which the Premises are untenable. Under no circumstances will Landlord be responsible to Tenant for consequential damages resulting from Tenant's inability to use the Premises during the period of untenability or from the failure to make the Premises tenable again.

11. **Condemnation.** If all or such a substantial portion of the Premises is taken under the power of eminent domain (or sold to the condemning authority under the threat of condemnation) that the Premises are no longer suitable for Tenant's authorized use, this Lease shall terminate on the date title to the Premises is vested in the condemning authority, and the Rent shall be equitably adjusted. Under no circumstances will Landlord be responsible to Tenant for consequential damages resulting from Tenant's inability to use the Premises because of condemnation.

If a portion of the Premises is taken under the power of eminent domain (or sold to the condemning authority under the threat of condemnation) and the Premises are still suitable for Tenant's authorized use, the Lease shall, at Landlord's option, continue in full force and effect, but the Rent shall be equitably adjusted to reflect the impairment, if any, of Tenant's use of the Premises.

Tenant waives all claims it may have to any condemnation award, whether for diminution in value of the leasehold or the fee, provided, however, that Tenant may claim such compensation from the condemning authority as may be due Tenant for damage to Tenant's business and property, if such claim may be made separate from any claim by Landlord, and without prejudice to or reduction of Landlord's award.

12. **Inspection by Landlord.** Landlord or its agents may enter the Premises during reasonable hours and with reasonable prior written or verbal notice to Tenant for the following purposes: (1) to inspect the Premises; (2) to maintain or repair the Premises (if such maintenance or repair is considered necessary by Landlord in its sole discretion); and (3) to exhibit the Premises to prospective purchasers, mortgagees and tenants. Inspection is to be made with representative of Tenant.

13. **Surrender.** At the expiration of the term of this Lease (whether through the passage of time or otherwise), Tenant shall surrender the Premises to Landlord in as good condition as existed when Tenant took possession, normal wear and tear, and damage by unavoidable casualty excepted. All alterations, additions and improvements on or about the Premises shall remain and become part of the Premises, and shall be surrendered in good and working order.

14. **Assignment and Subletting.** Tenant shall only be allowed to assign its interest in the Lease with Landlord's prior written consent; provided, however, in the event of an assignment, that Tenant's liability for all Rent due shall not be abated, and Tenant shall personally guarantee the payment of all Rent from any sub-tenant, and Tenant shall remain personally liable for the remaining Rent to be paid under this Lease. Tenant shall also be jointly and severally liable for ALL DAMAGES caused or incurred by a sub-tenant.

15. **Prohibition against Liens.** Tenant shall not cause or permit and shall promptly remove any mechanic's or materialmen's liens imposed against the Premises for goods or services furnished to Tenant.

16. **Subordination and Attornment.** Tenant acknowledges and agrees that this Lease is, at Landlord's option, subject to and subordinated to any mortgage now or hereinafter placed on the Premises or on the Lease. This provision is self-executing in that it constitutes Tenant's subordination agreement, but Tenant agrees to execute any and all additional instruments reasonably requested by Landlord evidencing Tenant's subordination.

Tenant's failure to execute any instrument of subordination or attornment as provided in this Paragraph constitutes a default by Tenant as provided in Paragraph 17.

17. **Default.** Tenant's failure to perform or comply with any provisions of the Lease constitutes a default by Tenant, entitling Landlord to exercise the remedies set forth in Paragraph 18.

18. **Landlord's Remedies.** Upon Tenant's default, in addition to any other remedy available at law or in equity, Landlord shall have all the rights and remedies of Landlord under the Lease. Tenant agrees to pay Landlord all costs and expenses including reasonable attorneys' fees incurred by Landlord in:

- (a) Enforcing the terms of this Lease; or
- (b) Obtaining the remedies provided in the Lease or otherwise available at law or in equity.

19. **No Waiver by Landlord.** Landlord's waiver of a breach of any term of this Lease is not a waiver of any subsequent breach of the same term or a waiver of any other term of the Lease.

20. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of the term (if the initial term is not renewed), or at the expiration of the renewal term, with Landlord's consent but without executing a new lease, Tenant will occupy the Premises as a tenant from month-to-month at a rental



rate equal to 150% of the monthly rental installment paid during the last month of the term of this Lease, and subject to all the other terms and conditions of this Lease to the extent that those terms and conditions are applicable to a month-to-month tenancy.

21. **Benefits and Burdens.** The provisions of this Lease bind and are for the benefit of Landlord and Tenant, their respective heirs, successors and assigns.

22. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your County public health unit.

23. **Payment of Utilities and Expenses.** Tenant shall pay for all electrical, gas, water and sewage utilities, all janitorial costs and all building signage. Landlord shall pay all real estate taxes.

24. **Animals/Pets.** Tenant shall not have any animals on the premises except as provided for service animal compliance with the Americans With Disabilities Act.

25. **Functioning Systems.** Tenant is accepting property in its as is condition and shall be responsible for notifying the Landlord of necessary repairs for which Landlord agrees to maintain per Paragraph 5 of this Lease, and shall be solely responsible for any and all other maintenance and upkeep of the premises.

26. **Choice of Law.** This Lease shall be governed by the laws of the State of Florida. Venue of any litigation shall be exclusively in the state court of Taylor County, Florida.

27. **Mediation/Trial by Jury.** Landlord and Tenant may agree to mediate disputes without waiving their right to trial by jury in any action or proceeding brought by Landlord or Tenant pertaining to or in any way connected with this Lease or Tenant's occupancy of the Premises.

28. **Recording.** It is understood that this Lease will become part of the public records of Taylor County, Florida.

29. **Time is of the Essence.** Tenant agrees that time is of the essence in the performance of all covenants and obligations required of Tenant for this Lease.

30. **Attorney Fees and Costs.** In connection with any litigation, including appeals, arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

31. **Modification.** This Lease may be modified only by a written agreement signed by all parties.

32. **Notices.** All notices or other communications required or permitted between the parties to this Lease (unless otherwise specifically provided) must be in writing and delivered by hand delivery or by U.S. certified mail, return receipt requested, postage prepaid, to the addresses set forth on Page 1 of this Lease, or to such other address designated by the parties in writing. Notices are properly delivered when received, if delivered by hand, or when mailed, if delivered by mail, except notice of address changes which are properly delivered only when received.

**IN WITNESS WHEREOF**, the parties have executed this Lease the date first stated above.

Signed, sealed and delivered in the presence of:

Lauren Brown  
Signature

Ann C. Hodges  
Landlord's Signature

Lauren Brown  
Printed Name

Ann C. Hodges  
Landlord's Printed Name

Linda G. Peacock  
Signature

Linda G. Peacock  
Printed Name



STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 2022, by Ann C. Hodges, LANDLORD, who hath personally appeared before me at the time of notarization and is personally known to me or has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

Thomas Damps  
\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Printed Name

Thomas Damps  
\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Signature

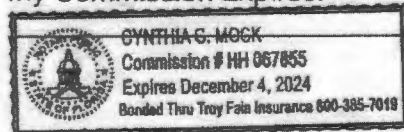
\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this 6th day of September, 2022, by Thomas Damps, TENANT, who hath personally appeared before me at the time of notarization and is personally known to me or has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

Cynthia G. Mock  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_





**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:**THE BOARD TO CONSIDER APPROVAL OF LEASE AGREEMENT  
FOR OFFICE SPACE FOR THE GUARDIAN AD LITEM PROGRAM.**MEETING DATE REQUESTED:**

SEPTEMBER 6, 2022

**Statement of Issue:** TO ENTER INTO LEASE AGREEMENT FOR OFFICE SPACE  
FOR GUARDIAN AD LITEM PROGRAM.**Recommended Action:** APPROVE**Fiscal Impact:** \$1,000 PER MONTH**Budgeted Expense:** YES**Submitted By:** LAWANDA PEMBERTON, COUNTY ADMINISTRATOR**Contact:** 838-3500 X 6**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE GUARDIAN AD LITEM PROGRAM IS REQUESTING THE APPROVAL OF A LEASE AGREEMENT FOR OFFICE SPACE AT 117 W. MAIN STREET. THIS LEASE AGREEMENT DOES INCREASE THE MONTHLY RENT AMOUNT FROM \$350 PER MONTH TO \$1,000 BUT IS INCLUDED IN THE 2022-2023 FISCAL YEAR BUDGET FOR THE GUARDIAN AD LITEM PROGRAM.

THE GUARDIAN AD LITEM PROGRAM WILL BE RELOCATING FROM THE CURRENT LOCATION TO 117 W. MAIN STREET AS MORE OFFICE AND STORAGE SPACE IS BEING REQUESTED.

THE COUNTY ATTORNEY HAS REVIEWED THE AGREEMENT AND REQUESTED CHANGES HAVE BEEN MADE.

**Options:** APPROVE/NOT APPROVE**Attachments:** AGREEMENT



