

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

MONDAY, MARCH 4, 2019  
6:00 P.M.

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

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

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

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

CONSENT ITEMS:

4. THE BOARD TO CONSIDER APPROVAL OF MINUTES OF JANUARY 17, FEBRUARY 7 (2) AND 19, 2019.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AIRPORT FUND AND SALES TAX REVENUE FUND/HOSPITAL, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.
7. THE BOARD TO CONSIDER APPROVAL OF PUBLIC OFFICIAL BONDS FOR PAM FEAGLE AND SEAN MURPHY, AS AGENDAED BY THE CLERK.

8. THE BOARD TO CONSIDER APPROVAL OF BID DOCUMENTS/ADVERTISING FOR RIGHT-OF WAY MOWING CONTRACT, AS AGENDAED BY HANK EVANS, PUBLIC WORKS DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF ACCOUNT REVIEW FOR FY 2017/18 AND THE RELEASE OF BUDGETED FUNDS FOR FY 2018/19, IN THE AMOUNT OF \$11,160, FOR THE TAYLOR COUNTY 4-H FOUNDATION, AS AGENDAED BY LORI WIGGINS, INTERIM COUNTY EXTENSION DIRECTOR.

PUBLIC REQUESTS:

10. KEN MONEGHAN, REPRESENTING FLORIDA ASSOCIATION OF COUNTIES TRUST (FACT), TO APPEAR TO PRESENT 30 YEAR ANNIVERSARY PLAQUE TO THE BOARD, IN APPRECIATION FOR BEING A FACT MEMBER COUNTY.
11. THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO ALLOCATE FUNDS FOR SPECIAL PROJECT (\$15,000), AS AGENDAED BY DAWN TAYLOR, DIRECTOR, TAYLOR COUNTY DEVELOPMENT COUNCIL.
12. BLAIR BEATTY TO APPEAR TO DISCUSS POSSIBLE ORDINANCE TO PROHIBIT THE PUMPING OF SURFACE WATER BY CITIZENS.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

13. THE BOARD TO CONSIDER APPROVAL OF A CONTRACT AND SCOPE OF WORK AGREEMENT WITH RUDY BLANCO HOME SOURCE, LLC., TO PERFORM THE ELEVATION OF TWO (2) SINGLE FAMILY RESIDENCES, AS AGENDAED BY KRISTY ANDERSON, EMERGENCY MANAGEMENT DEPUTY DIRECTOR.
14. THE BOARD TO CONSIDER APPROVAL OF INVITATION TO BID/ADVERTISING FOR THE SALE OF PARCELS OF PROPERTY ACQUIRED BY THE COUNTY FROM TAX DEED SALES, WHICH ESCHEATED TO THE COUNTY THROUGH THE TAX DEED PROCESS, AS AGENDAED BY THE CLERK.

GENERAL BUSINESS:

15. THE BOARD TO CONSIDER APPROVAL OF AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION APPLICATION FROM GULF COAST PLUMBING AND ELECTRICAL SUPPLY, INC., AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

16. THE BOARD TO CONSIDER APPROVAL OF AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION APPLICATION FROM SUPER-PUFFT SNACKS USA, INC., AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ATTORNEY ITEMS:

17. THE COUNTY ATTORNEY TO DISCUSS DRAFT ORDINANCE REGARDING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR SUPER-PUFFT SNACKS USA, INC.

COUNTY ADMINISTRATOR ITEMS:

18. THE COUNTY ADMINISRATOR TO DISCUSS INFORMATIONAL ITEMS.
19. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:
20. BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

[www.taylorcountygov.com](http://www.taylorcountygov.com)

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

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2019, to be in excess of the advertised budget.

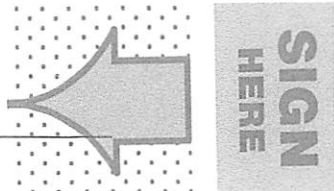
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 10,000	001-3356301	DOH-Mosquito Control Funding
\$ 10,000	0277-55201	Mosquito Control Local General Operating Supplies

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

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



Additional funding received from Dept. of Health for Mosquito Control



## Dannielle Welch

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**From:** LaWanda Pemberton <LPemberton@taylorcountygov.com>  
**Sent:** Thursday, January 31, 2019 10:54 AM  
**To:** Dannielle Welch  
**Subject:** FW: Copy of Purchase Order

FYI... I forwarded another email requesting a letter.

LaWanda

**From:** Cheryl White  
**Sent:** Thursday, January 31, 2019 9:59 AM  
**To:** LaWanda Pemberton <LPemberton@taylorcountygov.com>  
**Subject:** RE: Copy of Purchase Order

LaWanda,

As far as I know, the Purchase Order is the only official paperwork concerning this. I was attempting to get a letter or agreement from them, but I guess I was too subtle in my request. I will ask them again for an official letter or agreement from them that they will reimburse by September 30.

Also, for Finance, the budget account for the funds to go into would be 0277-55201 Mosquito Control Local General Operations as the funds will be used to purchase chemical.

Thanks,  
Cheryl

Cheryl A. White  
Mosquito Control Coordinator  
Taylor County Environmental Services  
3750 Highway 98 West  
Perry, FL 32347  
(850) 838-3539  
(850) 838-3538 Fax

**From:** LaWanda Pemberton  
**Sent:** Thursday, January 31, 2019 8:26 AM  
**To:** Cheryl White <[mosquito.tech@taylorcountygov.com](mailto:mosquito.tech@taylorcountygov.com)>  
**Subject:** FW: Copy of Purchase Order

Please see below... is there a letter of award ?

Cc: Mason, Mike <[Mike.Mason@flhealth.gov](mailto:Mike.Mason@flhealth.gov)>; LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>; Marsha Durden <[human.resources@taylorcountygov.com](mailto:human.resources@taylorcountygov.com)>; Heather Jensen <[heather.jensen@taylorcountygov.com](mailto:heather.jensen@taylorcountygov.com)>; Gary Wambolt <[gary.wambolt@taylorcountygov.com](mailto:gary.wambolt@taylorcountygov.com)>; Shiver, Stacy <[Stacy.Shiver@flhealth.gov](mailto:Stacy.Shiver@flhealth.gov)>  
Subject: RE: Copy of Purchase Order

The funds has to be used by June 30, 2019. Once the invoice is submitted to me, I will then forward to Finance and Accounting for reimbursement.

All invoices will need to come to my attention. Your purchase order number is B453B3. The end date of your purchase order is June 30, 2019.

Thanks

From: Cheryl White [<mailto:mosquito.tech@taylorcountygov.com>]  
Sent: Wednesday, January 30, 2019 9:44 AM  
To: Anderson, Elizabeth <[Elizabeth.Anderson@flhealth.gov](mailto:Elizabeth.Anderson@flhealth.gov)>  
Cc: Mason, Mike <[Mike.Mason@flhealth.gov](mailto:Mike.Mason@flhealth.gov)>; LaWanda Pemberton <[LPemberton@taylorcountygov.com](mailto:LPemberton@taylorcountygov.com)>; Marsha Durden <[human.resources@taylorcountygov.com](mailto:human.resources@taylorcountygov.com)>; Heather Jensen <[heather.jensen@taylorcountygov.com](mailto:heather.jensen@taylorcountygov.com)>; Gary Wambolt <[gary.wambolt@taylorcountygov.com](mailto:gary.wambolt@taylorcountygov.com)>  
Subject: RE: Copy of Purchase Order

Good Morning Elizabeth and Mike,

Due to the financial constraints of the budget of a small county, Taylor County is requesting written assurance that we will be reimbursed before September 30, 2019, for the \$10,000.00 that we have been granted by the above referenced Purchase Order. This will give us the reassurance to spend these much-needed funds for vital Mosquito Control needs.

Thank you so much for your consideration in this matter.  
Cheryl

Cheryl A. White  
Mosquito Control Coordinator  
Taylor County Environmental Services  
3750 Highway 98 West  
Perry, FL 32347  
(850) 838-3539  
(850) 838-3538 Fax

From: Anderson, Elizabeth [<mailto:Elizabeth.Anderson@flhealth.gov>]  
Sent: Monday, January 14, 2019 4:48 PM  
To: Cheryl White <[mosquito.tech@taylorcountygov.com](mailto:mosquito.tech@taylorcountygov.com)>  
Cc: Mason, Mike <[Mike.Mason@flhealth.gov](mailto:Mike.Mason@flhealth.gov)>  
Subject: Copy of Purchase Order

## 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, 2019, to be in excess of the advertised budget.

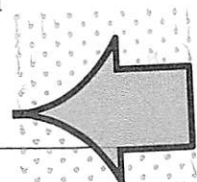
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$36,677	003-3699024	Timber/Airport
Expenditures:		
\$18,339	0548-56300	Airport Tree Removal - Capital/Infrastructure
\$18,338	0548-56400	Capital/Equipment

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

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
& DATE**

**Sale of Airport Timber**

# Taylor County Administrative Complex

201 East Green Street, Perry, Florida 32347

Jami Boothby  
Grants Coordinator  
Grants.assist@taylorcountygov.com

850-838-3553  
850-838-3563 Fax

## MEMORANDUM

DATE: January 23, 2019

TO: Dannielle

FROM: Jami

RE: Sale of Airport Timber

Attached please find a check in the amount of \$36,677.00 from H.B. Tuten Logging, Inc. This is for 1/2 of the proceeds for the sale of the airport timber. We will be receiving another payment when the project is completed.

Please set up a separate revenue account for these proceeds as it is required by the FAA. If you have any questions contact Melody Cox at 850-371-0377.

Thank you!



### H.B. TUTEN JR. LOGGING, INC.

2930 OLD FOLEY ROAD  
PERRY, FL 32348  
PHONE (850) 584-9324

Citizens State Bank  
Perry, Florida 32347

63-650/631

DATE

NUMBER

72482

AMOUNT

PERRY-FOLEY AIRPORT

01/18/2019

\$\*\*\*\*36,677.00

PAY

\*\*\* Thirty Six Thousand Six Hundred Seventy Seven & 00/100 Dollars

TO THE  
ORDER  
OF

TAYLOR COUNTY  
BD. OF CNTY COMMISSIONERS  
401 INDUSTRIAL PARK DRIVE  
PERRY, FL 32348

*Charles M. Lanier*  
AUTHORIZED SIGNATURE

SAFEGUARD SECUR.  
SAFEGUARD SECUR.

072482 063106501

01138529101

## 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 **SALES TAX REVENUE FUND / HOSPITAL** for the fiscal period ending September 30, 2019 to be in excess of the advertised budget.

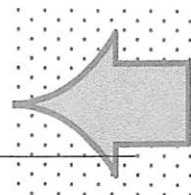
BE IT RESOLVED that the listed appropriations be added to, included in, and transferred to the **SALES TAX REVENUE FUND** budget for the fiscal year ending September 30, 2019.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 52,279	150-3811011	Interfund TRF from General Fund
		DMH Capital Improvements
\$ 47,526	1504-54620	R&M Equipment
\$ 4,753	1504-59922	Sinking Fund/Reserve

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

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman



**SIGN  
HERE**

To record the transfer of funds from the General Fund Reserve for Contingency to the Sales Tax Revenue Fund/Hospital for repair and maintenance plus contingency

## Dannielle Welch

**From:** LaWanda Pemberton <LPemberton@taylorcountygov.com>  
**Sent:** Wednesday, January 23, 2019 12:02 PM  
**To:** Dannielle Welch  
**Subject:** DMH boiler repair

**Importance:** High

The BOCC voted yesterday to transfer funds from GF Reserve for Contingency in the amount of \$47,526 plus a 10% allowance for contingency for the boiler repairs at DMH. Can you please give me some guidance for the transfer of these funds so that I may issue a PO ?

THANK YOU !

**LaWanda Pemberton**  
**County Administrator**  
**Taylor County Board of County Commissioners**  
**201 E. Green Street**  
**Perry, FL 32347**  
**850-838-3500 ext. 6**

47,526 @ 10% = 4,753

↓

R+m  
Equipment

↓

Contingency

Total = \$ 52,279

\* Completed transfer BEFORE signed resolution, as BCC already approved the transfer + amendment, to enable DMH to begin repairs + process the P.O.

Dwelch  
1/23/2019

Bond No. 98-BF-P452-9

7



OFFICIAL BOND AND OATH  
STATE FARM FIRE AND CASUALTY COMPANY  
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, PAMELA A FEAGLE of \_\_\_\_\_  
*Principal*

405 BISHOP BLVD, PERRY, FL 32347  
*Street Address City State zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto STATE OF FLORIDA

in the penal sum of TWO THOUSAND AND NO/100 Dollars

(\$ 2,000.00 ), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

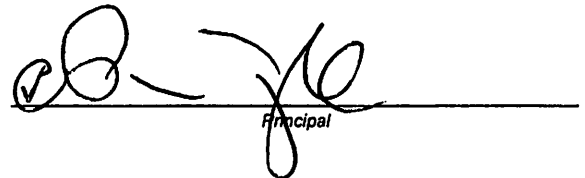
Sealed with our Seals, and dated this 21ST day of SEPTEMBER, 2018.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of COUNTY COMMISSIONER

\_\_\_\_\_ for a term of FOUR YEARS  
\_\_\_\_\_ beginning on NOVEMBER 15, 2018 and  
ending on NOVEMBER 15, 2022.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

  
*Licensed Resident Agent*

  
*Principal*



STATE FARM FIRE AND CASUALTY COMPANY

By: Karen Weber  
*Attorney-in-fact*

The within bond and the Surety thereon are hereby approved this \_\_\_\_\_ day of \_\_\_\_\_.

TCBCC BY:



# POWER OF ATTORNEY STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: James E Tedder, Jr

of Perry, Florida its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

\$ 2,500 – License, Permit or Indemnity — Financial Guarantee	\$100,000 – Administrator, Executor, or Trustee of a decedent's estate
\$25,000 – License & Permit — Code Compliance	\$50,000 – Guardian, Conservator, or Committee
\$25,000 – Public Official	\$25,000 – Receiver
	\$ 2,500 – Judicial

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 14th day of March, 2018, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by he regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 14th day of March, 2018.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.



STATE FARM FIRE AND CASUALTY COMPANY

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

*John R. Horton*  
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS  
COUNTY OF McLEAN

On this 14th day of March, 2018, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

### OFFICIAL SEAL

Pamela Chancellor  
NOTARY PUBLIC - STATE OF ILLINOIS  
My Commission Expires August 30, 2021

*Pamela Chancellor*

Notary Public  
My commission expires August 30, 2021

### CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 12th day of November, 2018



*Julia Klinzing*  
Julia Klinzing - Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call 309-766-2090.



Bond No. \_\_\_\_\_

State Farm



PUBLIC OFFICIAL BOND  
STATE FARM FIRE AND CASUALTY COMPANY  
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Sean A Murphy, of Perry, Florida  
as Principal, and the STATE FARM FIRE AND CASUALTY COMPANY, as surety, are jointly and severally held and bound  
unto the County Commission-Taylor County, FL  
of Florida, in the sum of two Thousand & No/100, in the State  
(\$ 2000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the said Principal has been elected  
to the office of County Commissioner - District 3  
within and for the County Commission-Taylor County, FL

NOW THEREFORE, if the said Principal shall during the period beginning November 12, 2018  
and until his successor is selected and qualified, faithfully and impartially discharge the duties of said office and render a  
true account of all monies, credits, accounts and property of any kind that shall come into his hands, as such officer, and  
pay over and deliver the same according to law, then this obligation shall be void, otherwise to remain in full force and  
effect.

PROVIDED, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing  
to the said Oblige and this bond shall be deemed cancelled at the expiration of said thirty (30) days; the Surety  
remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by  
this bond which may have been committed by the Principal up to date of such cancellation.

Dated this 8th day of January, 2019

Licensed Resident Agent

Principal



STATE FARM FIRE AND CASUALTY COMPANY

By:   
Attorney-in-fact

The within bond and the Surety are hereby approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

TCBCC BY:

\_\_\_\_\_  
PAM FEAGLE, Chairman

## Power of Attorney

### STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Eugina Brant, Amanda J. Clifton, Pamela Chancellor, Julie Fehrman, Kim Filter, Mark Fink, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, John R. Horton, Jeanette Hughes, Jerry Jacek, Julia Klinzing, Connie S. Knox, Leann Lemmel, Lori McDowell, Thomas P. Miller, Melissa L. Morris, Carey J. Rice, Suzanne M. Robertson, Alice Schuler, Heidi Simmons, Heidi Stevens, Steven M. Straub, Perry Tracy, Kathy J. Walker, Karen Weber, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 14<sup>th</sup> day of March, 2018, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 14<sup>th</sup> day of March, 2018.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.



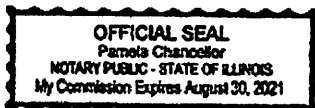
STATE OF ILLINOIS  
COUNTY OF McLEAN

STATE FARM FIRE AND CASUALTY COMPANY

By:

John R. Horton - Assistant Secretary Treasurer

On this 14th day of March, 2018, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



  
Notary Public  
My commission expires August 30, 2021


### CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 21ST day of SEPTEMBER, 2018.



  
Julia Klinzing - Assistant Treasurer

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	Approval for advertisement and bid documents for Right of Way mowing contract.
<b>MEETING DATE REQUESTED:</b>	March 4, 2019

**Statement of Issue:.** The Board to consider approval of bid documents and advertisement for Right of Way mowing contract.

**Recommended Action:** Approve

**Fiscal Impact:** Approximately \$90,000 plus annually

**Budgeted Expense:** Yes

**Submitted By:** Hank Evans, Public Works Director

**Contact:** 850-838-3529

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The current Right of Way mowing contract expires March 31, 2019. The current contract is for a three year period with the option to renew for one additional year. The current contractor and the Board exercised the additional year renewal last fiscal year.

**Options:** Approve or Revise documents

**Attachments:** Bid documents  
Advertisement

## **NOTICE OF REQUEST FOR BIDS**

The Taylor County Board of County Commissioners is soliciting sealed bids for **ROADSIDE RIGHT-OF-WAY MOWING**.

Qualified firms or individuals desiring to provide the required services must submit their bid package in an envelope or similar package marked "Sealed bids for **ROADSIDE RIGHT-OF-WAY MOWING**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than **4:00P.M.**, local time, on **March 29, 2019**. **All bids MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and bidders/respondents announced at **6:00 pm** local time, or as soon thereafter as practical, on **April 1, 2019** in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Bid documents **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson St., Suite 102, or P.O. Box 620, Perry, Florida 32348, (850) 838-3506.

The County reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time and waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price, pursuant to Taylor County ordinance No. 2003-12. **No faxed proposals/bids/SOQs will be accepted.**

**For additional information contact:**

**Hank Evans, Director of Public Works**

587 Hwy 27 East

Perry, Florida 32347

(850) 838-3528

## **SPECIFICATIONS FOR ROADSIDE RIGHT-OF-WAY MOWING**

The contractor agrees to perform the following work in Taylor County, Florida for the County;

**SCOPE OF WORK:** To maintain county road right-of-way by mowing during the prescribed time period and at the required frequency. Contract term to begin April 1, 2019 and end on March 31, 2021, to mow approximately 1,100 acres at a frequency of 3 to 4 times or as otherwise directed by the Taylor County Director of Public Works. Mowing shall be along both sides of road right-of-ways from the edge of the roadway (pavement) to the currently maintained and cleared mow limit. The exact location of the County Roads to be mowed is filed with and in the County Public Works Department. This contract shall be for a 3 year (36 month) period commencing April 1, 2019, and ending on March 31, 2021. This contract may be renewed at the end of said (36 month) period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires, or decides not to renew the contract for the additional (1) year, it shall notify the County by certified mail no later than 60 days prior to the end of the contract term.

The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period. The mowing schedule is under the direction of the County Public Works Director and payment for acres mowed will be at the end of each mowing cycle based on invoices furnished for work completed and approved. Mowing shall be conducted during daylight hours unless previously approved by the County Public Works Director. Mowing shall be done with accepted safe work practices and there shall be minimum interference with public access to and use of County Roads. The mowing shall be performed to minimize mowing debris on private property and public right-of-way.

This contract shall not be sublet, transferred, assigned or otherwise conveyed by the contractor without prior written approval of the Board of County Commissioners.

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the work plan, specifications, procedures and terms of the contract.

**REGISTRATIONS AND PERMITS:** The contractor shall be required to register all vehicles operated under this contract in accordance with F. S. 320. A notarized affidavit from the Contractor stating that all vehicles they operate are registered in compliance with F. S. 320 will be acceptable as indication of compliance with this requirement. No payments may be made on this contract until the County has such proof on file. Failure by the Contractor to register all motor vehicles operated under this contract will be cause for disqualification of the Contractor.

It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract.

No work shall be performed under the provisions of this contract on any properties outside the limits of the County right-of-way.

**WORK SCHEDULE:** In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized by the written approval of the Director of Public Works. No work shall be done when weather conditions limit good visibility to less than 500 feet.

**PRESERVATION OF PROPERTY:** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities.

**HOLD HARMLESS:** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents, or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

**GENERAL LIABILITY INSURANCE:** The contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for the services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

**WORKER'S COMPENSATION INSURANCE:** The Contractor shall provide Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of his employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement.

**DESCRIPTION:** The work in this section consists of the routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

**MOWING AREAS:** A map of areas to be mowed may be reviewed at the County Public Works Department. Roads are subject to be added or deleted at the discretion of the Director of Public Works.

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches of less than 3:1 slope, roadside ditch bottoms, median islands and similar areas conducive to the use of high production equipment.

Mowing shall conform to previously established mowing limits.

The County may require mowing of additional areas, in which case it shall allow payment for the additional areas.

**QUANTITY AND FREQUENCY OF MOWING:** The mowing acres specified in this contract, approximately one thousand one hundred (1100) acres, represents the mowing to be accomplished. The area and limits of mowing have been previously established and are distinguished in the field. Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the contractor to verify the amount of mowing to be accomplished under this contract. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to beginning work in any area in question.

**EQUIPMENT:** All equipment shall be equipped with safety devices properly maintained at all times the equipment is in use. Safety devices to prevent flying debris shall be installed and maintained.

If the Director of Public Works determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Director.

Inspection and approval of the Contractor's equipment by the Director of Public Works shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

Equipment which damages curbs, pavement or turf in any way shall not be allowed.

The Contractor is required to use amber flashing lights on equipment. These lights shall be used only as required in the course of the work and not be used when traveling to and from the job site.

All of the mowing equipment regularly employed on the work shall be painted a color of high visibility.

The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of cut can be adjusted to a minimum of six (6) inches.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily with the time specified herein. If in the opinion of the Director of Public Works, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Director.

**METHOD OF OPERATION:** The Contractor shall not begin any cutting cycle until authorized by the Director of Public Works to do so.

On the initial cutting cycle, mowing shall commence at either or both extremities of the project and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Director of Public Works specifically authorizes the Contractor to change the pattern.

At the conclusion of each working day, all required mowing shall be completed within the longitudinal limits worked, except that no more than one (1) mile may be partially mowed.

Each cutting cycle is to be completed in its entirety prior to beginning another cycle.

When work by County forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Director of Public Works may require the contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point wherein damage to the turf will occur, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Director of Public Works. No deduction will be made from the pay quantities for any one area unless it exceeds one (1) acre in extent.

The Contractor will be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by mowing equipment. It shall also be his responsibility to remove all litter from said right-of-way for a total litter control. Any litter that is mowed over and scattered shall be picked up immediately upon notification of Contractor.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

The contractor will be responsible for the proper disposal of all road side debris and trash to a Taylor County roll-off site and will not be charged for disposing of debris or trash taken from Taylor County right-of-way.

During periods of mowing operations, the Contractor shall consult with the Director of Public Works for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time.

**LIMITATIONS OF OPERATION:** When mowing within ten (10) feet of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specific work site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross bridges with full width shoulders on the right the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross the travel way, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

Any equipment left on the right-of-way overnight shall be parked as close to the outside right-of-way line as possible. High visibility markers, such as traffic cones with reflective tape shall be placed adjacent to any equipment left on County right-of-way.

**QUALITY:** All grass and vegetation shall be cut to a height of six (6) inches with a maximum tolerance of 1/2 inch plus or minus unless otherwise directed by the Director of Public Works.

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner as to result in a stand of mowed grass or vegetation cut uniformly at a nominal six (6) inch height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

In the event the Contractor damages the turf, curbs or pavement, he will be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenances, etc.

Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

The Contractor shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the Director of Public Works. Appurtenances shall include but are not limited to sign post and bases, delineator posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc.

The Contractor is not required to remove grass or other vegetation cuttings from the right-of-way, nor is he required to rake or pick up the cuttings.

**WEED EATING:** The Contractor will be required to weed eat around all appurtenances located within the right-of-way. Appurtenances shall include but are not limited to sign posts and bases, delineator posts, mail box posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc. Weed eating shall be performed as to create a uniform appearance with the adjacent mowed areas.



**HERBICIDE TREATMENT:** The Contractor may chose to treat problem areas that can not be mowed or are difficult to cut with a weed trimmer such as around certain culvert pipes or guard rails with a herbicide. Treatment of problem areas shall not cause an unsightly appearance and will be limited the most difficult areas to reach. The Contractor will coordinate the use of herbicides with the Director of Public Works prior to it's use.

**PAYMENT:** The quantities to be paid for shall be the number of acres of roadside mowed in accordance with these special provisions. The quantity of the mowing areas has been predetermined by the County. These quantities shall be the pay quantities for each mowing cycle completed and accepted, provided that deduction shall be made for any areas omitted under these special provisions. Payment shall be full compensation for furnishing all equipment, materials, labor, supervision and incidentals necessary to complete all mowing operations specified.



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

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

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

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting sealed bids for **ROADSIDE RIGHT-OF-WAY MOWING.**

Qualified firms or individuals desiring to provide the required services must submit their bid package in an envelope or similar package marked "Sealed bids for **ROADSIDE RIGHT-OF-WAY MOWING**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than **4:00P.M.**, local time, on **March 29, 2019.** All bids **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Bids will be opened and bidders/respondents announced at **6:25 pm** local time, or as soon thereafter as practical, on **April 6, 2015** in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Bid documents **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson St., Suite 102, or P.O. Box 620, Perry, Florida 32348, (850) 838-3506.

The County reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time and waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its' sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in it' sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price, pursuant to Taylor County ordinance No. 2003-12. **No faxed proposals/bids/SOQs will be accepted.**

**For additional information contact:**

**Hank Evans, Director of Public Works**  
587 Hwy 27 East  
Perry, Florida 32347  
(850) 838-3528



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## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

### GENERAL BID INFORMATION

1. Bid information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson St., Suite 102, or P.O. Box 620, Perry, Florida 32348.
2. Bids must be submitted in person to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson St., Suite 102, or by mail to P.O. Box 620, Perry, Florida 32348 to arrive no later than **4:00P.M., local time, March 29, 2019.**
3. Bids must be in a sealed envelope plainly marked on the outside: **"Sealed Bids for ROADSIDE RIGHT-OF-WAY MOWING"**.
4. **All bids MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the bidder/respondent unopened.**
6. Once opened no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Bidders/Respondents must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Bids shall be received and bidders/respondents announced on **April 1, 2019 at 6:00 P.M.,** or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all bids, to cancel or withdraw this bid at

General Proposal/Bid/SOQ Information  
(Continued)

any time and waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest.

10. It is the responsibility of the bidders/respondents to fully understand and follow all contract expectations.
11. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a sworn statement from an insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the lowest bidder/respondent who meets all bid specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**
13. Bidders/Respondents who elect to send sealed bids Overnight Express or Federal Express, must send them to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson St., Suite 102, Perry, Florida 32347.
14. For additional information, contact:

Hank Evans  
Director of Public Works  
587 Hwy 27 East  
Perry, Florida 32347

(850) 838-3528

## **BID CHECKLIST**

Check Items Included  
With Bid:

- \_\_\_\_\_ 1. Required bid information referenced above.
- \_\_\_\_\_ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- \_\_\_\_\_ 3. Declaration Page from Workmen's Compensation Insurance or Exemption Certificate issued by the State and Workers' Compensation Hold Harmless Agreement (**MUST BE INCLUDED**).
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).

If a Performance Bond is required, the successful bidder must provide same prior to the County accepting a contract for services.

**Checklist must be included with the bid.**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN)  
is \_\_\_\_\_,

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the  
entity  
named above is \_\_\_\_\_.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
A. A predecessor or successor of a person convicted of a public entity crime: or  
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_

(Name of individual signing)

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

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

NOTARY PUBLIC

## **BID FORM**

PROJECT IDENTIFICATION: \_\_\_\_\_

THIS BID IS SUBMITTED TO:

**Clerk of Courts  
1st Floor Courthouse  
or P.O. Box 620  
Perry, Florida 32348**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
  - (a) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (b) BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  - (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.
  - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.



4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

a) BID PRICE PER ACRE FOR ALL INCLUSIVE WORK: \_\_\_\_\_

5. The following documents are attached to and made a condition of this Bid:

(a) Required Bidder's Qualification Statement with supporting data.

6. Communications concerning this Bid shall be addressed to:

\_\_\_\_\_ (850) 838-3529, if by telephone

Or

\_\_\_\_\_  
587 E. US 27  
Perry, Florida 32347, if by mail.

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

SUBMITTED on \_\_\_\_\_, 2015

If BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

\_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General partner)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_ (SEAL)  
(Name of person authorized to sign)

\_\_\_\_\_  
(Corporate Seal) (Title)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Date of Qualification to do business is:

\_\_\_\_\_

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

Approve Taylor County 4-H Foundation Review for the 2017-2018 budget year and request funds to be released to Taylor County 4-H Foundation.

**MEETING DATE REQUESTED:**

March 4, 2019

**Statement of Issue:**

**Recommended Action:** Approve 4-H Foundation Account Review and Release funds to the 4-H Foundation for the 2018-2019 budget year.

**Fiscal Impact:**

**Budgeted Expense:** \$11,160.00

**Submitted By:** Lori Wiggins

**Contact:** 850-838-3508

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:****Options:**

**Attachments:** Copies of the Review

**TAYLOR COUNTY 4-H FOUNDATION, INC.**

**PERRY, FLORIDA**

**----- FINANCIAL STATEMENTS -----**

**SEPTEMBER 30, 2018**

**TAYLOR COUNTY 4-H FOUNDATION, INC.**

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**RICHARD A. GLOVER, CPA, PA**  
*Certified Public Accountant*  
Post Office Box 12612  
Tallahassee, Florida 32317

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Telephone (850) 510-4300  
Fax (850) 422-1044

## **Independent Accountant's Review Report**

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The Board of Directors  
Taylor County 4-H Foundation, Inc.  
Perry, Florida

We have reviewed the accompanying financial statements of Taylor County 4-H Foundation, Inc. (a nonprofit organization) which comprise of the statement of financial position as of September 30, 2018, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Organization's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### **Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the

accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

*Richard A. Glover, CPA, PA*

Richard A. Glover, CPA, PA  
Tallahassee, Florida  
February 11, 2019

**TAYLOR COUNTY 4-H FOUNDATION, INC.**  
**STATEMENT OF FINANCIAL POSITION**  
**SEPTEMBER 30, 2018**

**ASSETS**

**CURRENT ASSETS**

Cash	\$ 26,352
Investments	<u>41,309</u>
Total Current Assets	67,661

**PROPERTY AND EQUIPMENT - NET**

0

**TOTAL ASSETS**

\$ 67,661

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

Accounts Payable	\$ <u>0</u>
Total Current Liabilities	0

**NET ASSETS**

Temporarily Restricted	<u>67,661</u>
------------------------	---------------

**TOTAL LIABILITIES AND NET ASSETS**

\$ 67,661

The accompanying notes are an integral part of these financial statements.



**TAYLOR COUNTY 4-H FOUNDATION, INC.  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

**TEMPORARILY RESTRICTED SUPPORT & REVENUE**

Backpack Program	\$ 9,221
Horse & Livestock	6,050
Master Gardener	230
Other	920
Youth Camps and Clubs	35,971
Food Nutrition Programming	1,131
Taylor County Board Donation	10,160
Unrealized Gain On Investments	<u>4,581</u>
Total Support and Revenue	<u>68,264</u>

**EXPENSES**

**Program Services**

County Funds	13,686
Youth Camps	28,253
Family and Consumer Science	1,857
Other Program Expenses	<u>18,181</u>

<b>Total Expenses</b>	<u><u>61,977</u></u>
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<b>Change in Temporarily Restricted Net Assets</b>	6,287
<b>Temporarily Restricted Net Assets, Beginning of Year</b>	<u>61,374</u>
<b>Temporarily Restricted Net Assets, End of Year</b>	<u><u>\$ 67,661</u></u>

The accompanying notes are an integral part of these financial statements.

**TAYLOR COUNTY 4-H FOUNDATION, INC.  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

Cash Flows From Operating Activities	
Increase (Decrease) in Net Assets	\$ 6,287
Adjustments to Reconcile Change:	
Unrealized Gain on Investments	<u>(4,581)</u>
Net Cash Provided in Operating Activities	<u>1,706</u>
Net Increase in Cash and Cash Equivalents	1,706
Cash and Cash Equivalents at Beginning of Year	<u>24,646</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 26,352</u></u>

The accompanying notes are an integral part of these financial statements.

TAYLOR COUNTY 4-H FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED SEPTEMBER 30, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

*Nature of the Organization*

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through "learning by doing".

*Basis of Accounting*

The Organization's books are maintained on the accrual basis of accounting.

*Basis of Presentation*

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted assets.

*Cash Equivalents*

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

*Income Taxes*

The Organization is exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, no provision for income taxes has been recorded.

A Form 990, Return of Organization Exempt From Income Tax, is filed each year.

*Property and Equipment*

Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvement, and other capital outlays that exceed a threshold of \$500 and which significantly extend the

**TAYLOR COUNTY 4-H FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2018**

useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets.

*Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumption that affect certain reported amounts and disclosures. Actual results may differ from these estimates.

*Advertising Costs*

Advertising costs are expensed as incurred. Advertising expenses were \$526 for the year ended September 30, 2018.

*Donated Materials and Services*

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt. No amounts have been reflected in the statement for donated services, as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated significant amounts of their time in the Organization's program services.

*Investments*

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

The origin of the investments were a donation from Taylor County Community Friends upon the dissolution of the Not-For-Profit organization.

**TAYLOR COUNTY 4-H FOUNDATION, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2018**

**NOTE 2 – DESIGNATED CURRENT ASSETS**

The Organization's operating funds are listed as cash in the current assets and are encumbered funds for current 4H programming and backpack programming. The funds are designated, as follows:

Current 4H Programming Funds	\$ 19,212
Backpack Programming Funds	<u>7,140</u>
Total Cash	<u>\$ 26,352</u>

**NOTE 3 – PROPERTY AND EQUIPMENT**

The Organization's fixed assets at September 30, 2018, consist of the following:

Data Processing Equipment	\$ 1,904
Less Accumulated Depreciation	<u>(1,904)</u>
Net Book Value	<u>\$ 0</u>

**NOTE 4 –FAIR VALUE INSTRUMENTS**

The fair value measurements and levels within the fair value hierarchy of these measurements for the assets reported at fair value on a recurring basis at September 30, 2018 are as follows:

<u>Description</u>	<u>Fair Value</u>	<u>Significant Observable Inputs Level 1</u>
Mutual Funds	<u>\$41,309</u>	<u>\$41,309</u>

**TAYLOR COUNTY 4-H FOUNDATION, INC.  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

**NOTE 5 – RESTRICTED AND UNRESTRICTED REVENUE**

Donations or grants that are not specified by the donor on how or where the Organization is to use the given revenue is considered to be unrestricted. The contribution will appear on the statement of activities as unrestricted revenue and will appear on the statement of financial position as an asset and will increase unrestricted net assets. Being unrestricted, the Organization can then use the donation for whatever purpose it sees fit to achieve its stated mission.

Donations or grants earmarked for a specific purpose, such as a specific program operating within the Organization is considered to be temporarily restricted. In these cases, the donation is recorded as temporarily restricted revenues on the statement of activities and will appear as an asset on the statement of financial position. These donations are temporarily restricted because they have a specific purpose for which they must be used within an expected amount of time.

**NOTE 6 – SUBSEQUENT EVENTS**

A subsequent event is an event that occurs after a reporting period, but before the financial statements for that period have been issued or are available to be issued. There is no subsequent event activity that required disclosure as of the date the financial statements were available for issuance, which was February 11, 2019.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Tourism Development Council  
Dawn Taylor  
PO Box 892  
Perry, FL 32348

**MEETING DATE REQUESTED:**

March 4, 2019

**Statement of Issue:** TDC

**Recommended Action:** Allocation of funds for special project (\$15,000)

**Fiscal Impact:**

**Budgeted Expense:** N/A

**Submitted By:** Dawn V. Taylor

**Contact:** Dawn V. Taylor

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** None

**Options:** N/A

**Attachments:** N/A

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

**THE BOARD TO APPROVE A CONTRACT AND SCOPE OF WORK AGREEMENT BETWEEN RUDY BLANCO HOME SOURCE, LLC AND TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS.**

**Meeting Date:**

**MARCH 4, 2019**

**Statement of Issue:** The board to approve a contract between Rudy Blanco Home Source, LLC and Taylor County Board of County Commissioners to perform the elevation of two single family residences as noted in the attached bid document.

**Recommendation:** APPROVE

**Fiscal Impact:** \$128,528.02 **Budgeted Expense:** Yes ☐ No ☒ N/A ☐

**Submitted By:** KRISTY ANDERSON, EM DEPUTY DIRECTOR

**Contact:** 850-838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Taylor County signed contract H0028, Hazard Mitigation Grant Program for Project #4280-R with Florida Division of Emergency Management. This grant will be used to elevate two homes in Taylor County. This contract between Taylor County Board of County Commissioners and Rudy Blanco Home Source, LLC specifies services that will be provided by Mr. Blanco. The homeowners have provided their 25% match portion.

**Options:** 1. APPROVE/NOT APPROVE

**Attachments:**

1. Contract between Taylor County BOCC and Rudy Blanco Home Source, LLC.



## **CONTRACT FORM**

This contract made the \_\_\_\_\_ day of \_\_\_\_\_, 2019 between, **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **RUDY BLANCO HOME SOURCE, LLC**, hereinafter called the **CONTRACTOR**.

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

1. **SCOPE OF WORK.** The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the elevation of the two single family residences as noted in the attached bid documents. The Contractor agrees to provide and install all materials and site work in accordance with the attached bids that now become and the scope of work for the project and clean up and legally dispose of all associated trash and debris. The following is a general description of the scope of work:

### **See Attached Bid Documents**

**Staff:** the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ 128,528.02. Unforeseen changes, if needed, will require processing of a Purchase Order agreed upon by the Contractor and the County.

**3. DURATION OF CONTRACT.** The Contract shall take effect upon final execution and terminate 6 (six) months from that date. This contract shall not be extended for more than ninety (90) days, unless otherwise agreed in writing.

**4. ASSIGNMENTS.** This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

**5. TERMINATION OF CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

**6. DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient

workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

**7. PRESERVATION OF PROPERTY.** The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

**8. HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors,

agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

**9. GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

**10. WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

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

12. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a six (6) year period thereafter.

13. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Contractors bid documents
- (b) This Instrument
- (c) The attached list of Federal Contract Conditions

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Sheriff's Office - Division of Emergency Management, 591 East US Highway 27, Perry, Florida 32347, telephone number (850) 838-3575

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

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

TAYLOR COUNTY

\_\_\_\_\_  
Pam Feagle  
Chairperson

ATTEST: \_\_\_\_\_  
ANNIE MAE MURPHY

WITNESSES:

Kristy Anderson  
Hope Taylor

STATE OF FLORIDA  
COUNTY OF TAYLOR

CONTRACTOR

Rudy Blanco  
Rudy Blanco Home Source, LLC

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, \_\_\_\_\_, who is personally known to me and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## FEDERAL CONTRACT CONDITIONS

### (23)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the



administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

**(24) COPELAND ANTI-KICKBACK ACT**

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**(25) CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

**(26) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**(27)SUSPENSION AND DEBARMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(28)BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**(29) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S  
BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small

purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

**(30)ASSURANCES.**

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
  - (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

- (I) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
  - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
  - (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
  - (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
  - (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.  
  
If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
  - (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property;

(b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.



- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

ATTACHMENT D

SWORN STATEMENT UNDER  
SECTION 287.133(3)(a), Florida Statutes,  
ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to TAYLOR COUNTY by RUDY BLANCO for RUDY BLANCO HOME SOURCE, LLC whose business address is 7087 Valhalla Ranch Drive – Perry, FL 32348

and its Federal Employer Identification No. (FEIN) is 26-0231209.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

✓

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature

Sworn to and subscribed before me this 26<sup>th</sup> day of February 2019.

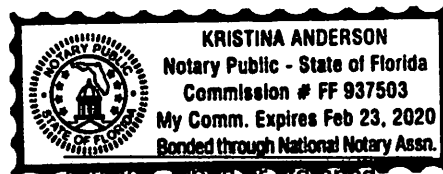
Personally known ✓

\_\_\_\_\_ or Produced Identification

Kristina Anderson  
Notary Public - State of Florida

My commission expires 2-23-20

\_\_\_\_\_ (Type of Identification)



(Printed, typed or stamped commissioned name of notary public)

Attachment H


**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

**CONTRACTOR:**

Rudy Blanco

  
Signature

Rudy Blanco  
Name and Title

7089 Vahalla Ranch Dr.  
Street Address

Perry FL 32348  
City, State, Zip

2-26-2019  
Date

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Division Contract Number



7087 Valhalla Ranch Dr.  
Perry, Florida. 32348

Phone (850) 672-0706  
Fax (850) 223-3121

Residential Contractor  
LIC # CRC 1329452

[Rudyblanco@yahoo.com](mailto:Rudyblanco@yahoo.com)

Mr. John Morris&  
Mrs. Charlotte Clark  
21456 Heron rd  
Cedar Island.  
Perry Fl, 32348  
706-575-7003  
850-295-9148

August 1, 2018

Page # 1

Cedar Island Beach Home Structure Elevation

Scope of work : \*Consult with Architect, Engineer, surveyor and county permit Office to acquire all necessary elevation plans, permits and Certificates for the structure to be lifted 21 feet above sea level. Base Flood elevation bench mark and elevation certificate Are Attached to Estimate as stated by the codes for the area of Cedar island in Taylor county where work is to be performed. Remove all debris in the way for new pad and columns to be Installed. Lift structure to new height and attached to new Columns as stated by the plans on site.

\$44,348.96

Page two 2

Utilities:

Disconnect: \* All utilities Electrical, Plumbing, HVAC, Cable, Phone and A/C  
Compressor

Reconnect: \* All utilities Electrical, Plumbing, HVAC, Cable, Phone and A/C to new  
Current codes and raise compressor and all ducts  
Work above finish elevation height.

\$4,837.54

Steps: \* Fabricate one set of steps to new codes with one landing to connect with  
New location finish floor at owner request for location.

\$1,848.67

Clean up: \* All debris will be hauled away by contractor on a timely mater and all  
Jobsite will be completely clean of all debris by completion date of job.

Total job cost

\$ 51,035.17

Received by X \_\_\_\_\_ Check# \_\_\_\_\_ Cash X \_\_\_\_\_

Thank you for your business.



7087 Valhalla Ranch Dr.  
Perry, Florida. 32348

Phone (850) 672-0706  
Fax (850) 223-3121

Residential Contractor  
LIC # CRC 1329452

[Rudyblanco@yahoo.com](mailto:Rudyblanco@yahoo.com)

Mr. John Morris &  
Mrs. Charlotte Clark  
220 Sandpiper rd  
Cedar Island.  
Perry Fl, 32348  
706-575-7003  
850-295-9148

August 1, 2018

Page # 1

Cedar Island Beach Home Structure Elevation

Scope of work : \*Consult with Architect, Engineer, surveyor and county permit Office to acquire all necessary elevation plans, permits and Certificates for the structure to be lifted 23 feet above sea level. Base Flood elevation bench mark and elevation certificate Are Attached to Estimate as stated by the codes for the area of Cedar island in Taylor county where work is to be performed. Remove all debris in the way for new pad and columns to be Installed. Lift structure to new height and attached to new Columns as stated by the plans on site.

\$62,867.96

- \*Removal of slab under structure and haul away.
- \*Removal of utility room and haul away.
- \*Removal of three sets of steps, close up opening to secure the opening of Handrails.

\$ 5,737.68

Utilities:

Disconnect: \* All utilities Electrical, Plumbing, HVAC, Cable, Phone and A/C Compressor

Reconnect: \* All utilities Electrical, Plumbing, HVAC, Cable, Phone and A/C to new Current codes and raise compressor and all ducts Work above finish elevation height.

\$6,738.54

Steps: \* Fabricate one set of steps to new codes with one landing to connect with New location finish floor at owner request for location.

\$2,148.67

Clean up: \* All debris will be hauled away by contractor on a timely mater and all Jobsite will be completely clean of all debris by completion date of job.

Total job cost \$ 77,492.85

Received byX\_\_\_\_\_ Check#\_\_\_\_\_ CashX\_\_\_\_\_

Thank you for your business.





## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

**NOTICE** is hereby given that the Board of County Commissioners, Taylor County, Florida, will receive sealed bids for **THE SALE OF PARCELS OF PROPERTY ACQUIRED BY THE COUNTY FROM TAX DEED SALES, WHICH ESCHATED TO THE COUNTY THROUGH THE TAX DEED PROCESS.**

Said parcels are as follows:

<b>TAX DEED APPL NO.</b>	<b>DESCRIPTION</b>
06-012	W1/2 LT 4, BLK D N.L. SMITH SUBD
08-004	LT 1, BLK I DREAMLAND SUBD
07-004	LTS 17 & 18, BLK D DREAMLAND SUBD
11-008	LT 8 SEQUOIA SUBD
12-011	LT 14, BLK 1 JERKINS HEIGHTS
12-014	.31 A SEC 26-4-7
14-006	LT 7, BLK A EL RANCHO SUBD
14-008	LT 1, BLK 39 J.C. CALHOUN SUBD
14-009	N1/2 BLK 7 W.A. HENDRY SUBD
14-010	.45 A SEC 35-4-7

<b>14-011</b>	<b>LT 28, BLK 57 W BROOKLYN SUBD</b>
<b>14-012</b>	<b>LT 12, BLK 9 J.H. PARKER SUBD</b>
<b>14-023</b>	<b>15.27 A SEC 21-2-7</b>
<b>14-024</b>	<b>14.54 A SEC 21-2-7</b>
<b>14-025</b>	<b>10.00A SEC 23-2-7</b>

Bidders may contact Annie Mae Murphy, Clerk to the Board, for any information regarding the sale of these parcels, including the full description of the property on each parcel.

All bidders must submit their bid to the Clerk of Court, 1<sup>st</sup>. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on \_\_\_\_\_, 2019. All sealed bids **MUST** have the **BIDDER'S NAME, MAILING ADDRESS, TELEPHONE NO. AND PARCEL NO. CLEARLY SHOWN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE WHEN SUBMITTED. BIDS MUST BE SUBMITTED SEPARATELY ON EACH PARCEL.**

Bids will be opened and bidders announced at \_\_\_\_\_M., local time, or as soon thereafter as possible, on \_\_\_\_\_, 2019, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bids on these parcels will be awarded to the highest bid received on each parcel, unless the Board of County Commissioners determines that the highest bid received is too low, based on the assessed value of the parcel at the time of sale.

The Board of County Commissioners, Taylor County, Florida, reserves the right, in its sole and absolute discretion, to reject any or all bids and to waive any informalities. **NO FAXED BIDS WILL BE ACCEPTED.**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida.  
DATED at Perry, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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ANNIE MAE MURPHY  
Clerk to the Board of County Commissioners,  
Taylor County, Florida  
(850) 838-3506 x112

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER AND REVIEW AN AD VALOREM  
PROPERTY TAX EXEMPTION APPLICATION FROM GULF COAST  
PLUMBING AND ELECTRICAL SUPPLY, INC.**

**MEETING DATE REQUESTED:**

**MARCH 4, 2019**

**Statement of Issue:**

**THE BOARD TO CONSIDER AN ECONOMIC INCENTIVE  
TAX EXEMPTION APPLICATION FROM GULF COAST  
PLUMBING AND ELECTRICAL, WHICH WAS  
TRANSMITTED BY THE TAYLOR COUNTY DEVELOPMENT  
AUTHORITY.**

**Recommended Action:**

**Fiscal Impact:**

**SEE ATTACHED**

**Budgeted Expense:**

**N/A**

**Submitted By:**

**LAWANDA PEMBERTON, COUNTY ADMINISTRATOR**

**Contact:**

**850-838-3500 EXT. 6**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: GULF COAST PLUMBING AND ELECTRICAL SUPPLY, INC.  
IS REQUESTING AN AD VALOREM TAX EXEMPTION FOR THE CONSTRUCTION OF  
A NEW WAREHOUSE/WHOLESALE FACILITY.**

**Options:**

**Attachments:**

**TCDA LETTER AND APPLICATION**



# NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

January 17th, 2019

Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347  
tcbcc@taylorcountygov.com

## **Economic Development**

### **Ad Valorem Property Tax Exemption Application**

Dear Board Members,

Gulf Coast Plumbing and Electrical Supply, Inc. has submitted an application for an Economic Development Ad Valorem Property Tax Exemption to the Taylor County Development Authority. This was in the form of a letter dated September 17th, 2018 attached hereto, and a TCDA uniform application dated October 29th, 2018 also attached hereto. Therein, the Applicant requested abatement of Ad Valorem Taxes related to certain real property in Taylor County.

The TCDA has reviewed the application and is of the opinion that it is not clear whether the Applicant is eligible for the exemption requested.

The Applicant sent a letter to the TCDA Director on September 17, 2018, wherein he asked to be considered for the "Taylor County Property Tax Abatement Program" (See attached). He was then sent the TCDA uniform tax abatement application packet on September 25, 2018. The Applicant then submitted said uniform application to the TCDA Director on October 29, 2018 (See attached).

In the TCDA's opinion, the conditions for eligibility as set forth by the Florida Statutes would not preclude eligibility of this application.

However, Taylor County Ordinance 70-37 states "The exemptions shall not accrue to improvements to real property made by or for the use of new or expanding businesses when such improvements have been on the tax rolls prior to the effective date the specific ordinance granting the ad valorem tax exemptions to the business." In practice, the TCDA believes that the

County has related the passage of its tax abatement ordinance back to the date of application, although that is not precisely what its ordinance states.

According to the Property Appraiser's Office, the improvements to the property were added to the tax roles on October 4th, 2018.

So, if it is deemed the the Applicant's September 17, 2018 letter to the TCDA Director was, in essence, the Applicant's application (that was later supplemented by TCDA's uniform application); and if the County relates a potential ordinance granting the same back to the date of the application; then the Applicant should be deemed to have timely applied and thus be eligible.

If it is deemed the the Applicant's September 17, 2018 letter to the TCDA Director was, in essence, the Applicant's application (that was later supplemented by TCDA's uniform application); but, the County does not relate a potential ordinance granting the same back to the date of the application; then the Applicant should not be deemed to have timely applied and thus not be eligible.

If it is deemed the the Applicant's September 17, 2018 letter to the TCDA Director was not, in essence, the Applicant's application (that was later supplemented by TCDA's uniform application); then the Applicant should not be deemed to have timely applied and thus not be eligible.

As such, since it is not known how the Board of County Commissioners will interpret the Applicant's September 17, 2018 letter, and it is not known if the Board of County Commissioners will relate a potential ordinance granting the Applicant's request back to the date of the application, the TCDA cannot opine as to the Applicant's eligibility for the requested tax abatement.

The economic impact of said exemption, if granted as requested by Gulf Coast Plumbing and Electrical Supply, Inc. , is as follows:

<b>Full time jobs added:</b>	<b>10</b>
<b>Part time jobs added:</b>	<b>0</b>
<b>Temporary jobs added:</b>	<b>0</b>
<b>Increase in annual tax revenue before exemption applied:</b>	<b>\$965.95</b>
<b>Estimated annual tax exemption amount:</b>	<b>\$965.95</b>
<b>Net increase in annual tax revenue after exemption applied:</b>	<b>\$0.00</b>
<b>Duration of tax abatement in years:</b>	<b>10</b>
<b>Increase in tax revenue over tax exemption period, before exemption applied:</b>	<b>\$9,659.50</b>
<b>Increase in tax revenue over tax exemption period, after exemption applied:</b>	<b>\$9,659.50</b>

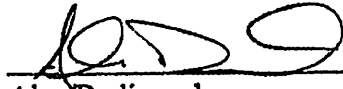
**Total tax savings to applicant over tax exemption period:**

**\$9,659.50**

The TCDA Board hereby asks that the County Commission take the following action:

1. Determine whether the Applicant is eligible for the tax abatement requested.
2. If determined to be eligible, and if deemed appropriate by the Board of County Commissioners, pass an ordinance granting a tax exemption of up to 100% for the property described in the application for exemption for a period of up to 10 years.
3. If not deemed to be eligible, deny the application for tax exemption.

The TCDA appreciates the opportunity to assist the County Commission in this matter, and looks forward to continued economic development success to come.

  
\_\_\_\_\_  
Alan Dodimead  
Acting Chairman  
Taylor County Development Authority



Ray Curtis <ray@thecurtislawfirm.com>

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**FW: Tax Abatement**

**Scott Frederick** <scottfrederick@fairpoint.net>  
To: Ray Curtis <ray@thecurtislawfirm.com>

Fri, Nov 30, 2018 at 11:29 AM

Scott Frederick

Director

Taylor County Development Authority

Office: 850-584-5627

Cell: 850-843-0952

[www.Floridasrisingstar.com](http://www.Floridasrisingstar.com)



**NORTH FLORIDA'S  
RISING STAR**

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**From:** gcpes@comcast.net [mailto:gcpes@comcast.net]  
**Sent:** Monday, September 17, 2018 3:01 PM  
**To:** scottfrederick@fairpoint.net  
**Subject:** Tax Abatement

Scott,

The letter you requested is attached. Please advise what the next step is.

11/30/2018

The Curtis Law Firm Mail - FW: Tax Abatement

Thank you,

Russ Knight, VP

Gulf Coast Plumbing and Electrical Supply, Inc.

812 J. Tom Moore Ave.

Perry, FL 32348

W 850-584-8200

C 850-843-1234

gcpes@comcast.net



Virus-free. [www.avast.com](http://www.avast.com)



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**GCPES\_20180917\_145345.pdf**  
806K

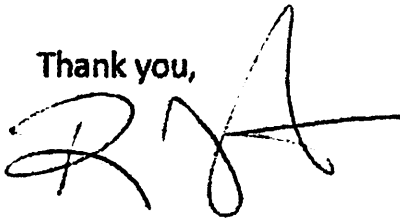


**Gulf Coast Plumbing and Electrical Supply, Inc.**  
**812 J. Tom Moore Ave.**  
**Perry, FL 32348**  
**850-584-8200**

Scott,

This letter is a formal request for our company to be considered for the Taylor County Property Tax Abatement Program. Our business was started in August of 2010 and we recently (June 2017) completed a new 4800 square foot facility located on approximately ten acres within the city limits of Perry Florida. We are a wholesale / retail distributor of primarily plumbing and electrical items, but offer many more products as well. We currently employ five people and are looking to grow that number as we continue to grow the business. Please advise what the next step is in this process.

Thank you,

A handwritten signature in black ink, appearing to be 'R Knight', with a long horizontal stroke extending to the right.

Russ Knight, VP



## NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

### Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: GULF COAST PLUMBING AND ELECTRICAL SUPPLY, INC.  
Address: 812 J. TOM MOORE AVE.  
PERRY, FL 32348  
Phone: 850-584-8200  
Fax: N/A  
Contact Person: RUSS KNIGHT

**Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):**

- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
- ☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
  - ☐ Is a target industry business as defined in s. 288.106(2)(q);
- ☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

*(Attach additional pages and documents as you deem necessary)*

facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

- ☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
- ☒ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.
- ☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.

The name and location of the new business or the expansion of an existing business is:

GULF COAST PLUMBING AND ELECTRICAL SUPPLY, INC.

812 J. TOM MOORE AVE.

PERRY, FL 32348

850-584-8200

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

CONSTRUCT NEW 5000 SQ/FT WAREHOUSE / WHOLESALE  
FACILITY ON A 9.68 ACRE PARCEL IN PERRY, FL  
DATE OF COMMENCEMENT 9/15/2016

Page 3 of 10

\_\_\_\_\_  
\_\_\_\_\_  
The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

PARCEL # 04525-100

PURCHASE DATE 9/15/2016

\_\_\_\_\_  
\_\_\_\_\_  
The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

FEDERAL TAX ID # 27-2122347

\_\_\_\_\_  
\_\_\_\_\_  
The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

10 JOBS - AVERAGE WAGE 38,000.00

ANNUALLY

The expected time schedule for job creation is:

12/31/2019

The anticipated number of employees of the business is:

10

The expected numbers of employees of the business who will reside in Taylor County is:

10

The average wage of the employees of the business is or will be:

37,000.00 +

The type of industry or business is or will be:

WHOLESALE SALES

The environmental impact of the business is or is expected to be:

NONE.

The anticipated volume of business or production is:

1,100,000.00

Would relocation or expansion of the business occur or have occurred without the exemption?

YES

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Is (or will it be) the business located within an enterprise zone or redevelopment area?

N/A

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What is the cost and demand for services or product produced by the business?

N/A

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What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

WE BUY DIRECT FROM THE MANUFACTURER

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



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

Russ Knight

On behalf of: \_\_\_\_\_

GULF COAST PLUMBING AND  
ELECTRICAL SUPPLY, INC.

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

10/29/2018

#### CERTIFICATION

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

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

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

**PROPERTY APPRAISER REPORT TO THE TAYLOR COUNTY BOARD  
OF COUNTY COMMISSIONERS**

The undersigned duly elected Property Appraiser for Taylor County, Florida, has reviewed the above application, along with a copy of Form DR-418, and reports the following to the Taylor County Board of County Commissioners:

The total revenue available to the county for the current fiscal year from ad valorem tax sources is, or an estimate of such revenue if the actual total revenue available cannot be determined.

Total Revenue Available: \_\_\_\_\_

Estimated Total Revenue: \$ 9,729,240

Any revenue lost to the county for the current fiscal year by virtue of exemptions previously granted under this section, or an estimate of such revenue if the actual revenue lost cannot be determined.

Total Revenue Lost: \_\_\_\_\_

Estimated Total Loss: \$ 6,505

An estimate of the revenue which would be lost to the county during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation.

Estimated Lost Revenue: \$ 956


In the opinion of the Property Appraiser, the property for which an exemption is requested is to be incorporated into (check only one):

☐ A new business as defined in s. 196.012, Florida Statutes.

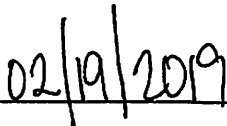
☐ The expansion of an existing business as defined in s. 196.012, Florida Statutes

☐ Neither a new business nor an existing business as defined in s. 196.012, Florida Statutes.

Signature:

  
Property Appraiser for Taylor County

Date:

  
\_\_\_\_\_

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

*County Commission Agenda Item*

**SUBJECT/TITLE:**



**THE BOARD TO CONSIDER AND REVIEW AN AD VALOREM  
PROPERTY TAX EXEMPTION APPLICATION FROM SUPER-  
PUFFT SNACKS USA, INC.,.**

**MEETING DATE REQUESTED:**

**MARCH 4, 2019**

**Statement of Issue:**

**THE BOARD TO CONSIDER AN ECONOMIC INCENTIVE  
TAX EXEMPTION APPLICATION FROM SUPER PUFFT  
SNACKS USA, INC. WHICH WAS TRANSMITTED BY THE  
TAYLOR COUNTY DEVELOPMENT AUTHORITY.**

**Recommended Action:**

**Fiscal Impact:**

**SEE ATTACHED**

**Budgeted Expense:**

**N/A**

**Submitted By:**

**LAWANDA PEMBERTON, COUNTY ADMINISTRATOR**

**Contact:**

**850-838-3500 EXT. 6**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: SUPER-PUFFT SNACKS USA, INC. IS REQUESTING AN AD  
VALOREM TAX EXEMPTION FOR THE PURCHASE OF NEW MANUFACTURING  
EQUIPMENT.**

**Options:**

**Attachments:**

**TCDA LETTER AND APPLICATION**



# NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

January 17th, 2019

Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347  
tcbcc@taylorcountygov.com

## Economic Development

### Ad Valorem Property Tax Exemption Application

Dear Board Members,

Super-Pufft Snacks USA, Inc. has submitted an application for an Economic Development Ad Valorem Property Tax Exemption, form DR-418, to the Taylor County Development Authority, dated January 7th, 2019 and attached hereto, requesting abatement of Ad Valorem Taxes related to certain tangible personal property in Taylor County. TCDA has reviewed the application and found that it is complete, and that Super-Pufft Snacks USA, Inc. is eligible for the requested exemption.

The economic impact of said exemption, if granted as requested by Super-Pufft Snacks USA, Inc., is as follows:

Full time jobs added:	100
Part time jobs added:	0
Temporary jobs added:	Unknown

#### Increase in annual tax revenue before exemption applied:

\$383,000.00 in year one, decreasing after that due to depreciation of the taxable asset, and being \$133,000.00 in year 10.

#### Estimated annual tax exemption amount:

\$383,000.00 in year one, decreasing after that due to depreciation of the taxable asset, and being \$133,000.00 in year 10.


Net increase in annual tax revenue after exemption applied:	\$0.00
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<b>Duration of tax abatement in years:</b>	<b>10</b>
<b>Increase in tax revenue over tax exemption period, before exemption applied:</b>	<b>\$2,613,000.00</b>
<b>Increase in tax revenue over tax exemption period, after exemption applied:</b>	<b>\$0.00</b>
<b>Total tax savings to applicant over tax exemption period:</b>	<b>\$2,613,000.00</b>

The TCDA Board hereby finds that the above mentioned applicant meets the criteria as set forth by the Board of County Commissioners, and asks that the County Commission take the following action:

1. Pass an ordinance granting a tax exemption of (an amount of up to 100%) for a period of (up to 10 years), if deemed appropriate in the discretion of the Board of County Commissioners.

The TCDA appreciates the opportunity to assist the County Commission in this matter, and looks forward to continued economic development success to come.

  
\_\_\_\_\_  
Alan Dodimead  
Chairman  
Taylor County Development Authority



# NORTH FLORIDA'S RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

## Application for Economic Development Ad Valorem Tax Exemption

Taylor County, Florida

Applicant: Super-Pufft Snacks USA, Inc  
Address: 700 Lance Dr W  
Perry, FL 32348  
Phone: 786-239-2533  
Fax: \_\_\_\_\_  
Contact Person: Mahmoud Armouch

**Applicant is (check all that apply, but at least one, and describe below how Applicant meets the checked criteria):**

- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations:
- ☐ Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or
- ☐ Is a target industry business as defined in s. 288.106(2)(q);
- ☐ A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the

*(Attach additional pages and documents as you deem necessary)*

facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

- ☐ An office space in this state owned and used by a business or organization newly domiciled in this state; provided such office space houses 50 or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.
- ☐ A business or organization that is situated on property annexed into a municipality and that, at the time of the annexation, is receiving an economic development ad valorem tax exemption from the county under s. 196.1995.
- ☐ A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in this state, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any of the operations referred to in subparagraph (14)(a)1.; or A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in this state, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.
- ☒ Any business or organization located in an area that was designated as an enterprise zone pursuant to chapter 290 as of December 30, 2015, or brownfield area that increases operations on a site located within the same zone or area colocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.



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**Applicant requests the adoption of an ordinance granting an Economic Development Ad Valorem Property Tax Exemption.**

The name and location of the new business or the expansion of an existing business is:

700 Lance Dr W

Perry, FL 32348

The improvements to real property for which an exemption is requested are described as, and the date of commencement of construction of such improvements are:

Improvement to existing facility & construction of new facility

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The tangible personal property for which an exemption is requested is described as, and the dates when such property was or is to be purchased is:

Purchase of new manufacturing equipment. Purchases are proposed to start sometime in 2019 and continue until proposed project is completed.

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The following can serve as proof that the Applicant is a new business or an expansion of an existing business:

Attached map showing facility is located within an area that was designated as an enterprise zone as of 12/31/2015.

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TCDA can also validate zone boundary.

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The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time:

If project proceeds, applicant would expect to increase net employment by at least 100 full time jobs over the next 5 years.

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Average wage will be in excess of \$30,000 per year.

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The expected time schedule for job creation is:

Jobs would be created over a five year period, starting in 2019/2020

and continuing until completed.

The anticipated number of employees of the business is:

The business would anticipate total employment of over 150 FTE

The expected numbers of employees of the business who will reside in Taylor County is:

The business anticipates that over 90% if the employees would reside within Taylor County

The average wage of the employees of the business is or will be:

The average wage of the business would be in excess of 30,000

The type of industry or business is or will be:

The business is a manufacturer of snack products

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The environmental impact of the business is or is expected to be:

Waste Water Treatment Current Permit with DACS is in force.

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No anticipated would require increased or further environmental permitting

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The anticipated volume of business or production is:

Production would increase to approximately 16,000 lbs per hour

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Would relocation or expansion of the business occur or have occurred without the exemption?

Expansion is dependent on approval of a combination of local, state, and federal incentives, including the exemption. Lack of exemption would

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greatly affect decision and could jeopardize the project

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Is (or will it be) the business located within an enterprise zone or redevelopment area?

The business is currently located within an enterprise zone and the proposed expansion would take place on the same parcel of land

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What is the cost and demand for services or product produced by the business?

Average cost per unit is \$.80 and demand for product is strong due to the increased prominence of private label snacks in retail environments.

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What is (or will be) the source of supplies of the business and will other businesses in the county will be used to meet the supply demands of the business?

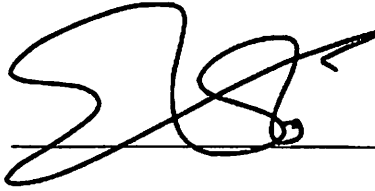
While most raw materials are not available within the county, other supplies that are available will be sourced from local suppliers when possible.

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For any construction, local resources will be encourages to bid on the project and, when feasible, will be given preference.

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



Printed Name: Mahmoud Armouch

On behalf of: Super-Pufft Snacks USA, Inc

Date: 12/09/2018

#### **CERTIFICATION**

I hereby certify that the foregoing Application for Economic Development Ad Valorem Property Tax Exemption was submitted to the Taylor County Development Authority on the date below.

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

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

**PROPERTY APPRAISER REPORT TO THE TAYLOR COUNTY BOARD  
OF COUNTY COMMISSIONERS**

The undersigned duly elected Property Appraiser for Taylor County, Florida, has reviewed the above application, along with a copy of Form DR-418, and reports the following to the Taylor County Board of County Commissioners:

The total revenue available to the county for the current fiscal year from ad valorem tax sources is, or an estimate of such revenue if the actual total revenue available cannot be determined.

Total Revenue Available: \_\_\_\_\_

Estimated Total Revenue: \$ 9,729,240

Any revenue lost to the county for the current fiscal year by virtue of exemptions previously granted under this section, or an estimate of such revenue if the actual revenue lost cannot be determined.

Total Revenue Lost: \_\_\_\_\_

Estimated Total Loss: \$ 6,505

An estimate of the revenue which would be lost to the county during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation.

Estimated Lost Revenue: \$ 102,121

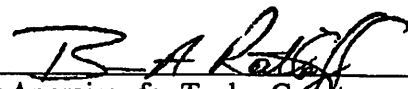
In the opinion of the Property Appraiser, the property for which an exemption is requested is to be incorporated into (check only one):

☐ A new business as defined in s. 196.012, Florida Statutes.

☐ The expansion of an existing business as defined in s. 196.012, Florida Statutes

☐ Neither a new business nor an existing business as defined in s. 196.012, Florida Statutes.

Signature:

  
Property Appraiser for Taylor County

Date:

02/19/2019



*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

February 26, 2019

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113  
FAX (850) 584-2433

VIA E-MAIL

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

Re: Super-Pufft Snacks, USA, Inc.

Dear Lawanda:

As you know, I prepared the Ordinance on Super-Pufft Snacks, USA, Inc.

Mr. Ray Curtis and I met and then I prepared the Ordinance.

Please find enclosed an e-mail that I got from Mr. Curtis on February 19, 2019.

I doubt that the Board is going to agree to change much on what the proposed Ordinance has in it.


It would be my position to go ahead and advertise the Ordinance, then if the Board wants to change it at the public hearing, they could pass it as amended.

Please let me know what you think.

As you can see, I have sent a copy of this letter by e-mail to Mr. Curtis.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Hon. Annie Mae Murphy (via e-mail)  
Mr. Ray Curtis (via e-mail)

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

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**From:** Ray Curtis <ray@thecurtislawfirm.com>  
**Sent:** Tuesday, February 19, 2019 4:58 PM  
**To:** The Bishop Law Firm  
**Cc:** Charlene Sessions; Cindy Mock; LaWanda Pemberton; scottfrederick@fairpoint.net  
**Subject:** Re: Ordinance to Create Tax Exemption for Super-Pufft Snacks, USA, Inc.

Hey Conrad,

A representative for the applicant made the following suggestions for your consideration regarding the draft ordinance:

- 1. I would like to change "the board reserves the right to revoke or reduce the percentage of the exemption of Super-Pufft Snacks USA, Inc in the event the company fails to file an annual report or such report shows the business is not in compliance with the requirements of the exemption ordinance." Otherwise the exemption could be reduced for other reasons, such as budgetary concerns.*
- 2. Also On the Section 2(B) I would change to read "75% annually on the taxes assessed on new improvements and personal property." The increase in taxes can vary based on millage rates changing and the exemption should only apply to the new property, even if the millage causes the existing taxes to go up.*
- 3. As far as the blanks, the application states the jobs would be created over 5 years, so we should probably stick to that, and to 20mm on the minimum investment. We didn't list an exact timeframe on the completion of the investment however I would say let's mirror to the jobs and use 5 years, although it is not expected to take that long.*

Thanks.

Ray

On Mon, Feb 18, 2019 at 10:42 AM The Bishop Law Firm <[lawbishop@fairpoint.net](mailto:lawbishop@fairpoint.net)> wrote:

Karen Parker

Legal Secretary

The Bishop Law Firm, P.A.

Attorneys at Law

Post Office Box 167

Perry, FL 32348

850-584-6113

850-584-2433 facsimile

[karenparker@fairpoint.net](mailto:karenparker@fairpoint.net)

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--

Ray Curtis  
The Curtis Law Firm  
A Professional Association  
103 North Jefferson Street  
Perry, FL 32347  
(850) 584-5299  
(850) 290-7448 fax

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

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

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

February 15, 2019

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-8113  
FAX (850) 584-2433

VIA E-MAIL AND REGULAR MAIL

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

Re: Ordinance to create Tax Exemption for Super-Pufft Snacks, USA, Inc.

Dear Lawanda:

Pursuant to the Board's instructions, please find enclosed a DRAFT Ordinance on the tax exemption for Super-Pufft Snacks, USA, Inc.

You will notice that there are blanks that need to be filled in.

The other Ordinances I did, provided for the yearly report.

Please review this and then get back with me.

Also, please find enclosed a Notice to go in the paper once the draft is approved and the blanks are filled in.

Please call me about preparing a form for the yearly report.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Hon. Annie Mae Murphy

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO SUPER-PUFFT SNACKS USA, INC. CORPORATION OF THE STATE OF FLORIDA; SPECIFYING THE ITEMS EXEMPTED; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF F.S. 196.012; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, economic development and the creation of jobs are priorities of the Taylor County Board of County Commissioners; and

**WHEREAS**, the citizens of Taylor County voted to authorize the Board of County Commissioners to provide economic incentives to new and/or expanding businesses in the November 2018 election; and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., has requested that the Taylor County Board of County Commissioners exempt ad valorem taxes for its improvement to its existing facility and construction of new facility and new manufacturing equipment, in Perry; and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., anticipates a minimum of \$\_\_\_\_\_ in capital investment at their Perry facility during the next \_\_\_\_\_ years, and

**WHEREAS**, SUPER-PUFFT SNACKS, USA, INC., anticipates a minimum of 100 quality jobs to be created at their Perry facility during the next \_\_\_\_\_ years, and

**WHEREAS**, the Property Appraiser has provided the Taylor County Board of County Commissioners with its report as required by Chapter 196.1995(9) F.S.; and

**WHEREAS**, It has been determined that SUPER-PUFFT SNACKS, USA, INC., meets the requirements of Chapter 196.016 F.S., expansion of an existing business in Taylor County.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, as follows:**

**SECTION 1.** The Ordinance shall create Ad Valorem Tax Exemption for SUPER-PUFFT SNACKS, USA, INC.

**SECTION 2.** An Economic Development Ad Valorem Tax Exemption is hereby granted to SUPER-PUFFT SNACKS, USA, INC., locating in Taylor County, at 700 Lance Drive West, Perry, Florida 32348.

(a) The total amount of revenue available to Taylor County from ad valorem tax sources for the current fiscal year is \$\_\_\_\_\_. \$\_\_\_\_\_ is lost to Taylor County for the current fiscal year by virtue of exemptions currently in effect from previous years.

(b) The tax exemption hereby granted shall be for a term of 10 years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting 9 additional years thereafter, for 75% annually of the increase in taxes due to the existing facility and the construction of the new facility.

(c) In accordance with the findings of the Board of County Commissioners and the Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by Chapter 196.012, Florida Statutes.

(d) SUPER-PUFFT SNACKS, USA, INC., shall submit to the County an annual report providing evidence of continued compliance with the definition of a new business or an expansion of an existing business for each of the ten years during which SUPER-PUFFT SNACKS, USA, INC., is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the County Administrator by January 31 of each year. If the annual report is not received, or if the annual report indicates that SUPER-PUFFT SNACKS, USA, INC., no longer meets the criteria of Chapter F.S. 196.012, the County Administrator shall make a report to the Board of County Commissioners for consideration of revocation of this ordinance granting the tax exemption. The Board reserves the right to reduce the percentage of the exemption of SUPER-PUFFT SNACKS, USA, INC.

**SECTION 3. Severability.** If any word, phrase, clause, section or portion of this Ordinance shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. Effective Date.** This ordinance shall become effective immediately upon receipt of official acknowledgement from the office of the Secretary of State of Florida that this ordinance has been filed in said office.

**PASSED AND ADOPTED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
PAM FEAGLE, Chairperson

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk