

SUGGESTED AGENDA

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

**TUESDAY, NOVEMBER 27, 2007
6:00 P.M.**

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

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.

1. Prayer
2. Pledge of Allegiance

RE-ORGANIZATION OF THE BOARD

- A. ELECTION OF A CHAIRMAN
 - B. ELECTION OF A VICE-CHAIRMAN
 - C. DISCUSSION OF BOARD PERSONNEL
 - D. DISCUSSION REGARDING BOARD MEETING DATES AND TIMES
 - E. APPROVAL AND ADOPTION OF BOARD RULES OF PROCEDURE
 - F. MISCELLANEOUS DISCUSSION (COMMITTEE APPOINTMENTS, ETC.)
3. Approval of agenda
 4. Approval of Minutes of October 4 and 23 (VAB), 2007.

CONSENT ITEMS:

5. THE BOARD TO RECEIVE AND ORDER FILED, THE REPORTS OF RECEIPTS, EXPENSES AND NET INCOME FOR SEPTEMBER 30, 2007, ON ALL CONSTITUTIONAL OFFICERS.
6. THE BOARD TO CONSIDER APPROVAL/EXECUTION OF HOLD HARMLESS AGREEMENTS FOR POLLING PLACES, AS REQUESTED BY MOLLY LILLIOTT, SUPERVISOR OF ELECTIONS.

7. THE BOARD TO CONSIDER APPROVAL OF REQUISITION FOR REFUND OF NON-AD VALOREM TAXES FOR JACK BURKE, JR. (2005/\$85.44 AND 2006/\$134.40), AS REQUESTED BY JACK TEDDER, TAX COLLECTOR.
8. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND (11) AND THE MSTU FUND (1), AS AGENDAED BY COUNTY FINANCE.
9. THE BOARD TO CONSIDER APPROVAL OF THE FOLLOWING OVERALL BUDGET AMENDMENTS FOR 2008, AS AGENDAED BY COUNTY FINANCE:
 - AFFORDABLE HOUSING/2002-CASH BRT FWD REDUCED (\$5,572)
 - AFFORDABLE HOUSING/2003-CASH BRT FWD REDUCED (\$3,608)
 - AFFORDABLE HOUSING/2004-CASH BRT FWD REDUCED (\$15,210)
10. THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACT AND ADOPTION OF RESOLUTION OF SUPPORT WITH FDOT AVIATION DIVISION FOR FUNDING ASSISTANCE FOR THE DESIGN AND REPAINTING OF AIRPORT RUNWAYS AND TAXIWAYS AND REPLACEMENT OF RUNWAY AND TAXIWAYS SIGNS AT THE PERRY-FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
11. THE BOARD TO CONSIDER APPROVAL OF CONTRACT WITH KEN'S CONCRETE PUMPING SERVICE, INC., FOR RIVER ENTRANCE LIGHTS MAINTENANCE, AS AGENDAED BY CLAY OLSON, COUNTY EXTENSION AGENT.
12. THE BOARD TO CONSIDER APPROVAL OF SHIP DOWN PAYMENT ASSISTANCE FOR ESTHER LYNN DAVIS, AS AGENDAED BY JOY KING, SHIP COORDINATOR.

HOSPITAL ITEMS:

13. THE BOARD TO CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH DOCTORS MEMORIAL HOSPITAL (DMH) TO PURCHASE FUEL.

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

PUBLIC REQUESTS:

14. RICK BREER, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO REQUEST AUTHORIZATION OF LOCAL INCENTIVE PAYMENT TO S1 MARINE.
15. STEVEN MINNIS, SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD), TO APPEAR TO PRESENT FEMA MAP MODERNIZATION UPDATE.
16. JIM SELLEN, MSCW, TO APPEAR TO PROVIDE STATUS REPORT OF THE VISION 2060 PROCESS AND SCHEDULE OF UPCOMING MEETINGS.
17. TREY HOWARD, ATTORNEY FOR JOHN E. LOUGHRIDGE TRUST, TO APPEAR TO REQUEST TO SET A PUBLIC HEARING ON DECEMBER 18, 2007, 7:20 P.M., REGARDING LOUGHRIDGE, TAYLOR COUNTY LAND EXCHANGE.
18. TREY HOWARD, ATTORNEY FOR FLORIDA SILVICULTURE, TO APPEAR TO REQUEST RIGHT-OF-WAY USE PERMIT FOR UNDERGROUND UTILITY LINES ON CONNELL GRADE.

COUNTY STAFF ITEMS:

19. THE BOARD TO CONSIDER APPROVAL OF PROPERTY DISPOSITION LIST, AS AGENDAED BY BOBBY LEWIS, MIS DIRECTOR.
20. THE BOARD TO CONSIDER APPROVAL OF GENERAL EMERGENCY SERVICES AGREEMENT WITH DISASTERS, STRATEGIES AND IDEAS (DSI), AS AGENDAED BY BRENDA FREUND, EMERGENCY MANAGEMENT COORDINATOR.
21. THE BOARD TO CONSIDER APPROVAL OF FLORIDA COMMUNITIES TRUST GRANT CONTRACT AND CONFIDENTIALITY AGREEMENT FOR THE POSSIBLE ACQUISITION OF 45 ACRES ADJACENT TO THE KEATON BEACH BOAT RAMP, AS AGENDAED BY THE GRANTS COORDINATOR.
22. THE BOARD TO CONSIDER APPROVAL OF WATERFRONTS FLORIDA GRANT CONTRACT WITH THE DEPARTMENT OF COMMUNITY AFFAIRS (DCA) FOR STEINHATCHEE, AS AGENDAED BY THE GRANTS COORDINATOR.
23. THE BOARD TO CONSIDER SELECTION OF FIVE (5) MEMBERS TO THE SHIP 2008 LOCAL HOUSING ADVISORY COMMITTEE, AS AGENDAED BY JOY KING, SHIP COORDINATOR.

24. THE BOARD TO CONSIDER APPROVAL OF PROPOSED FINAL PLAT AND HOME OWNERS ASSOCIATION (HOA) DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR STRICKLAND POINT SUBDIVISION, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

25. THE BOARD TO CONSIDER APPROVAL OF PROPOSED FINAL PLAT FOR COASTAL CORNERS SUBDIVISION, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

26. THE COUNTY ATTORNEY MAY PROVIDE UPDATE REGARDING COMPREHENSIVE PLAN ELECTRICAL POWER GENERATING FACILITY AMENDMENTS.

COUNTY ADMINISTRATOR ITEMS:

BOARD INFORMATIONAL ITEMS:

Examination and approval of invoices

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

Book Type[BOCC] Date[10/04/2007] Time[5:30 P.M.
Book#[52] Minutes#[10] Meeting-Type[SPECIAL

BOARD OF COUNTY COMMISSIONERS
CITY COUNCIL OF THE CITY OF PERRY, FLORIDA
TAYLOR COUNTY, FLORIDA
TAYLOR COUNTY MIDDLE SCHOOL LIBRARY

M I N U T E S

THURSDAY, OCTOBER 4, 2007

5:30 P.M.

THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, MET IN SPECIAL JOINT SESSION ON THE ABOVE DATE.

PRESENT FOR THE BOARD OF COUNTY COMMISSIONERS WERE PATRICIA PATTERSON, VICE-CHAIRMAN, RUDOLPH PARKER AND MARK WIGGINS, A QUORUM OF THE BOARD BEING PRESENT. COUNTY ADMINISTRATOR, JACK BROWN, WAS ALSO PRESENT. MALCOLM PAGE AND CLAY BETHEA WERE ABSENT.

PRESENT FOR THE CITY COUNCIL WERE EMILY KETRING, MAYOR, DON COOK AND ALFONZO DOWDELL, A QUORUM OF THE COUNCIL BEING PRESENT. DOUG EVERETT AND SYLVESTER HARRIS WERE ABSENT.

THE BOARD WAS CALLED TO ORDER BY THE VICE-CHAIRMAN AND LED IN PRAYER BY COUNCILMAN COOK, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND BUSINESS TRANSACTED AS FOLLOWS:

UPON MOTION OF COMMISSIONER WIGGINS, WITH SECOND BY COUNCILMAN DOWDELL, AND BY UNANIMOUS VOTE, THE AMENDED AGENDA FOR THIS DATE WAS APPROVED, AS FOLLOWS:

1. ADD AS ITEM NO. 3-A., THE BOARD TO PRESENT RESOLUTIONS OF APPRECIATION TO ATTY. BRENNAN DURDEN AND ATTY. PATRICK

KRECHOWSKI, HERETOFORE ADOPTED BY THE BOARD ON TUESDAY, SEPTEMBER 18, 2007, FOR THEIR ASSISTANCE IN RESOLVING THE CASE OF DEPARTMENT OF COMMUNITY AFFAIRS (DCA) VS. TAYLOR COUNTY.

THE VICE-CHAIRMAN PRESENTED A RESOLUTION OF APPRECIATION TO ATTY. BRENNNA DURDEN, HERETOFORE ADOPTED BY THE BOARD ON TUESDAY, SEPTEMBER 18, 2007, FOR HER ASSISTANCE IN RESOLVING THE CASE OF DEPARTMENT OF COMMUNITY AFFAIRS (DCA) VS. TAYLOR COUNTY. ATTY. PATRICK KRECHOWSKI WAS NOT PRESENT THIS DATE.

VICE-CHAIRMAN PATTERSON AND MAYOR KETRING WELCOMED ALL TO THE MEETING AND EXPRESSED THE BOARDS' AND THE COUNCILS' APPRECIATION FOR THE ATTENDANCE THIS DATE.

THE TAYLOR COUNTY VISION 2060 TASK FORCE APPEARED TO PROVIDE AN UPDATE ON THE VISION 2060 PROCESS, WITH THE MISSION OF THE TASK FORCE BEING "TO CREATE A PLAN THAT GUIDES FUTURE DECISIONS THAT PROTECT, SUSTAIN, AND ENHANCE OUR QUALITY OF LIFE".

INTRODUCTIONS WERE MADE BY TASK FORCE CHAIRMAN, AULEY ROWELL. JIM SELLEN, MSCW, PRESENTED A SLIDE SHOW WITH REGARDS TO THE STEPS OF THE VISIONING PROCESS. THE FOLLOWING COMMITTEE CHAIRS' PRESENTED AN OVERVIEW OF THE TASK OF EACH COMMITTEE:

A. DEVELOPMENT PATTERNS TASK FORCE

(DAN SIMMONS, COMMITTEE CHAIR)

B. ENVIRONMENTAL TASK FORCE

(JOHN FISH, COMMITTEE CHAIR)

C. HOUSING AND ECONOMIC DEVELOPMENT TASK FORCE

(RICK BREER, TAYLOR COUNTY DEVELOPMENT AUTHORITY)

D. TRANSPORTATION AND INFRASTRUCTURE TASK FORCE

(EMILY KETRING, COMMITTEE CHAIR)

MR. SELLEN ENCOURAGED THE PUBLIC TO ATTEND THE MEETINGS OF THE
TASK FORCE.

MR. ROWELL INTRODUCED CHARLIE GAUTHIER, DIRECTOR, DIVISION OF
COMMUNITY PLANNING, WITH THE FLORIDA DEPARTMENT OF COMMUNITY
AFFAIRS (DCA), WHO DISCUSSED "THE IMPORTANCE OF COMMUNITY
VISIONING". MR. GAUTHIER ANNOUNCED THAT A PLANNING GRANT IS BEING
AWARDED TO TAYLOR COUNTY

THE HOUR BEING APPROXIMATELY 7:00 P.M., AND THERE BEING NO FURTHER
BUSINESS, VICE-CHAIRMAN PATTERSON ADJOURNED THE MEETING, SUBJECT
TO CALL.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: _____

PATRICIA PATTERSON, VICE-CHAIRMAN

ATTEST:

GARY KNOWLES, D.C. FOR

ANNIE MAE MURPHY, CLERK

Book Type[BOCC] Date[10/23/2007] Time[5:30 P.M.
Book#[52] Minutes#[12] Meeting-Type[VAB/ANNUAL

VALUE ADJUSTMENT BOARD

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, OCTOBER 23, 2007

5:30 P.M.

THE VALUE ADJUSTMENT BOARD (VAB) OF TAYLOR COUNTY, FLORIDA, MET IN
REGULAR SESSION ON THE ABOVE DATE.

PRESENT WERE MALCOLM PAGE, CHAIRMAN, MARK WIGGINS AND RUDOLPH
PARKER WHO HAD HERETOFORE BEEN ELECTED BY THE BOARD OF COUNTY
COMMISSIONERS TO BE MEMBERS OF THE VAB.

THERE WAS ALSO PRESENT MARK SOUTHERLAND, ELECTED BY THE TAYLOR
COUNTY SCHOOL BOARD TO BE MEMBERS OF THE VAB. DANNY LUNDY WAS
ABSENT.

A QUORUM OF THE VAB BEING PRESENT.

COURT REPORTER, CONNIE MCBRIDE, WAS PRESENT FROM PERRY, FLORIDA.

PRESENT ALSO WERE HONORABLE ANNIE MAE MURPHY, CLERK OF THE CIRCUIT
COURT, HONORABLE CONRAD BISHOP, COUNTY ATTORNEY, HONORABLE ELDON
SADLER, COUNTY PROPERTY APPRAISER AND LARRY LEVY, ATTORNEY FOR THE
FLORIDA ASSOCIATION OF PROPERTY APPRAISERS, WHO WAS PRESENT ON
BEHALF OF THE COUNTY PROPERTY APPARISER.

THE VAB WAS CALLED TO ORDER BY THE CHAIRMAN AND LED IN PRAYER BY
MALCOLM PAGE, FOLLOWED BY PLEDGE OF ALLEGIANCE TO THE FLAG AND

BUSINESS TRANSACTED AS FOLLOWS:

THE CLERK ADVISED THAT THE LEGAL NOTICE OF THE MEETING OF THE VAB HAS BEEN PUBLISHED AS PROVIDED BY LAW (CHAPTER 196 F.S.). THAT SAID NOTICE WAS PUBLISHED IN THE PERRY NEWSPAPERS, IN THE ISSUE OF SEPTEMBER 26, 2007.

A COPY OF SAID NOTICE AND THE AFFIDAVIT OF PUBLICATION BEING ON FILE IN THE CLERK'S OFFICE.

THE CLERK FURTHER ADVISED THAT THE DEPARTMENT OF REVENUE HAS APPROVED THE 2007 TAX ROLL PER LETTER DATED JULY 27, 2007.

THE CLERK PRESENTED FOR APPROVAL MINUTES OF THE VAB ORGANIZATIONAL MEETING OF THURSDAY, SEPTEMBER 6, 2007. UPON MOTION OF MARK WIGGINS, WITH SECOND BY RUDOLPH PARKER, AND BY UNANIMOUS VOTE, THE VAB ORGANIZATIONAL MEETING MINUTES OF SEPTEMBER 6, 2007 WERE APPROVED WITHOUT PUBLIC READING, AS ALL VAB MEMBERS HAD PREVIOUSLY RECEIVED TRUE COPIES.

THE COUNTY ATTORNEY ADVISED OF THE LAW AND PROCEDURES OF THE VAB. THE CLERK ADVISED THE VAB THAT ALL NOTICES REGARDING THIS MEETING WERE MAILED AND/OR FAXED TO THE PETITIONERS. THE CLERK FURTHER ADVISED THAT PETITION NO. 12. (MR. & MRS. T.B. PUCKETT; MRS. KATHRYN JACKSON; JOHN D.M. PUCKETT) WAS MAILED BY THE PETITIONERS' TO THE WRONG ADDRESS. THAT THE CLERK WAS NOTIFIED ON THURSDAY, SEPTEMBER 20, 2007 OF RECEIPT OF THE PETITION IN COUNTY OFFICES, HOWEVER, THE PETITION WAS RECEIVED AFTER THE SEPTEMBER 19, 2007 FILING DEADLINE. THAT THE CLERK ACTUALLY RECEIVED THE PETITION IN HER OFFICE ON MONDAY, SEPTEMBER 24, 2007. THE CLERK ADVISED THAT THE PETITIONERS' WERE NOTIFIED OF THE LATE FILING AND THE NEED FOR THE \$15.00 FILING FEE TO BE PAID, WITH THE APPROPRIATE DOCUMENTATION BEING SENT TO THEM BY CERTIFIED MAIL ON MONDAY,

SEPTEMBER 24, 2007. THAT THE PETITIONERS' HAVE NOT RESPONDED TO DATE. IT WAS A CONSENSUS OF THE VAB TO HEAR PETITION NO. 12. THIS DATE.

THE CLERK ADVISED THAT SHE RECEIVED AN INCOMPLETE PETITION TO THE VAB FROM WILLIAM VIDEON. THAT MR. VIDEON WAS ADVISED THAT HE NEEDED TO SUBMIT A COMPLETE PETITION ALONG WITH THE \$15.00 FILING FEE. THE CLERK REPORTED THAT MR. VIDEON HAS NOT RESPONDED TO DATE.

THE CLERK ADVISED THE VAB THAT ELEVEN (11) PETITIONS HAD BEEN TIMELY FILED PRIOR TO THE DEADLINE OF WEDNESDAY, SEPTEMBER 19, 2007, AT 5:00 P.M.

THAT ALL ACKNOWLEDGEMENTS FOR PETITION NOS. 1. THROUGH 11. HAVE BEEN RECEIVED BY THE CLERK.

THE COUNTY PROPERTY APPRAISER DISCUSSED THE PETITIONS RECEIVED. THE 12 PETITIONS FOR CONSIDERATION BY THE VAB ARE AS FOLLOWS:

PETITION NO. 1: CONSOLIDATED FOREST PRODUCTS, INC.

320 MILLINOR RD.

PERRY, FL. 32347

WILLIAM ST. LAURENT

MR. ST. LAURENT AND BOB SHEFFIELD WERE PRESENT TO DISCUSS PETITION NO. 1., AND PRESENTED EXHIBIT NO. 1., AN AERIAL PHOTOGRAPH, FOR THE VAB'S INFORMATION. THE COUNTY PROPERTY APPRAISER PRESENTED HIS EXHIBIT NO. 1., ALSO AN AERIAL PHOTOGRAPH, WITH REGARDS TO PETITION NO. 1.

AFTER DISCUSSION, AND UPON MOTION OF RUDOLPH PARKER, WITH SECOND BY MARK WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO.

1.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 1., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 1

Petitioner: William St. Laurent, President of Consolidated Forest Products, Inc.
320 Millinor Road
Perry, Florida 32347

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 1 of Consolidated Forest Products, Inc. represented by William St. Laurent and Bob Sheffield, who presented their case. Hon. Eldon Sadler County Property Appraiser appeared along with his attorney, Larry Levy of Tallahassee, Florida, to present his case. The Board listened to the sworn testimony and to the attorney. The Board found that Mr. Sadler's presentation was more persuasive in that the Petitioner was unable to prove that the property was actually being used as agricultural. The Board reviewed all documentary evidence presented, the Board considered the quality and size of the property and that no income was produced on the property.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that there was not agriculture on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

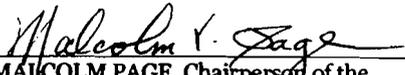
A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

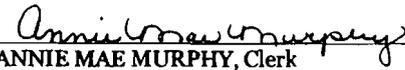
ORDERED AND ADJUDGED:

1. Petition No. 1 of Consolidated Forest Products, Inc. is denied.

DONE AND ORDERED this 23rd day of October, 2007.


MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:


ANNIE MAE MURPHY, Clerk

PETITION NO. 2: CONSOLIDATED FOREST PRODUCTS, INC.

320 MILLINOR RD.

PERRY, FL. 32347

WILLIAM ST. LAURENT

MR. ST. LAURENT AND BOB SHEFFIELD WERE PRESENT TO DISCUSS PETITION NO. 2., AND PRESENTED EXHIBIT NO. 1., AN AERIAL PHOTOGRAPH, FOR THE VAB'S INFORMATION. THE COUNTY PROPERTY APPRAISER PRESENTED HIS EXHIBIT NO. 1., ALSO AN AERIAL PHOTOGRAPH, WITH REGARDS TO PETITION NO. 2.

AFTER DISCUSSION, AND UPON MOTION OF RUDOLPH PARKER, WITH SECOND BY MARK WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO. 2.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 2., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 2

Petitioner: William St. Laurent, President of Consolidated Forest Products, Inc.
320 Millinor Road
Perry, Florida 32347

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 2 of Consolidated Forest Products, Inc. represented by William St. Laurent and Bob Sheffield, who presented their case. Hon. Eldon Sadler County Property Appraiser appeared along with his attorney, Larry Levy of Tallahassee, Florida, to present his case. The Board listened to the sworn testimony and to the attorney. The Board found that Mr. Sadler's presentation was more persuasive in that the Petitioner was unable to prove that the property was actually being used as agricultural. The Board reviewed all documentary evidence presented, the Board considered the quality and size of the property and that no income was produced on the property.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that there was not agriculture on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

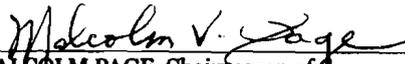
A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

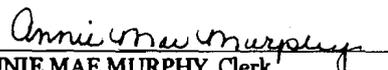
ORDERED AND ADJUDGED:

1. Petition No. 2 of Consolidated Forest Products, Inc. is denied.

DONE AND ORDERED this 23rd day of October, 2007.


MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:


ANNIE MAE MURPHY, Clerk

PETITION NO. 3:

TAYLOR COUNTY LLC

P.O. BOX 520090

LONGWOOD, FL. 32752-0090

WILLIAM ST. LAURENT

MR. ST. LAURENT AND BOB SHEFFIELD WERE PRESENT TO DISCUSS PETITION NO. 3., AND PRESENTED EXHIBIT NO. 1., AN AERIAL PHOTOGRAPH, FOR THE VAB'S INFORMATION. THE COUNTY PROPERTY APPRAISER PRESENTED HIS EXHIBIT NO. 1., ALSO AN AERIAL PHOTOGRAPH, WITH REGARDS TO PETITION NO. 3.

AFTER DISCUSSION, AND UPON MOTION OF RUDOLPH PARKER, WITH SECOND BY MARK WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO. 3.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 3., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 3

Petitioner: William St. Laurent, President of Consolidated Forest Products, Inc.
320 Millinor Road
Perry, Florida 32347

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 3 of Consolidated Forest Products, Inc. represented by William St. Laurent and Bob Sheffield, who presented their case. Hon. Eldon Sadler County Property Appraiser appeared along with his attorney, Larry Levy of Tallahassee, Florida, to present his case. The Board listened to the sworn testimony and to the attorney. The Board found that Mr. Sadler's presentation was more persuasive in that the Petitioner was unable to prove that the property was actually being used as agricultural. The Board reviewed all documentary evidence presented, the Board considered the quality and size of the property and that no income was produced on the property.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that there was not agriculture on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

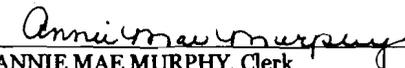
ORDERED AND ADJUDGED:

1. Petition No. 3 of Consolidated Forest Products, Inc. is denied.

DONE AND ORDERED this 23rd day of October, 2007.


MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:


ANNIE MAE MURPHY, Clerk

PETITION NO. 4:

TAYLOR COUNTY LLC

P.O. BOX 520090

LONGWOOD, FL. 32752-0090

WILLIAM ST. LAURENT

MR. ST. LAURENT AND BOB SHEFFIELD WERE PRESENT TO DISCUSS PETITION NO. 4., AND PRESENTED EXHIBIT NO. 1., AN AERIAL PHOTOGRAPH, FOR THE VAB'S INFORMATION. THE COUNTY PROPERTY APPRAISER PRESENTED HIS EXHIBIT NO. 1., ALSO AN AERIAL PHOTOGRAPH, WITH REGARDS TO PETITION NO. 4.

AFTER DISCUSSION, AND UPON MOTION OF RUDOLPH PARKER, WITH SECOND BY MARK WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO.

4.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 4., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 4

Petitioner: William St. Laurent, President of Consolidated Forest Products, Inc.
320 Millinor Road
Perry, Florida 32347

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 4 of Consolidated Forest Products, Inc. represented by William St. Laurent and Bob Sheffield, who presented their case. Hon. Eldon Sadler County Property Appraiser appeared along with his attorney, Larry Levy of Tallahassee, Florida, to present his case. The Board listened to the sworn testimony and to the attorney. The Board found that Mr. Sadler's presentation was more persuasive in that the Petitioner was unable to prove that the property was actually being used as agricultural. The Board reviewed all documentary evidence presented, the Board considered the quality and size of the property and that no income was produced on the property.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that there was not agriculture on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

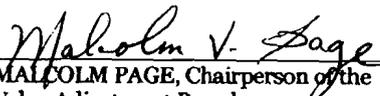
A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

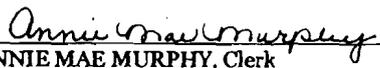
ORDERED AND ADJUDGED:

1. Petition No. 4 of Consolidated Forest Products, Inc. is denied.

DONE AND ORDERED this 23rd day of October, 2007.


MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:


ANNIE MAE MURPHY, Clerk

PETITION NO. 5:

PINE VIEW APTS RRH LTD

WEASLEY, McCALEB & ASSOC.

431 E. HORATIO AVE., STE 120

MAITLAND, FL. 32751

NO ONE WAS PRESENT REPRESENTING PETITION NO. 5., THEREFORE THE COUNTY PROPERTY APPRAISER DISCUSSED THE PETITION WITH THE VAB. AFTER DISCUSSION, AND UPON MOTION OF MARK WIGGINS, WITH SECOND BY MARK SOUTHERLAND, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO. 5.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 5., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 5

Petitioner: Clark D. Mann
Pine View Apartments Phase I
% Easley, McCaleb & Assoc
431 E. Horatio Ave., Suite 120
Maitland, FL 32751

ORDER

The Taylor County Value Adjustment Board with a quorum being present met on October 23, 2007, to consider Petition No. 5 of Carl D. Mann, Pine View Apartments RRH LTD % Easley, McCaleb & Assoc., 431 E. Horatio Ave., Suite 120, Maitland, FL 32751, no one appeared for the Petitioner. Hon. Eldon Sadler and his attorney appeared for the County Property Appraiser. The Board listened to the sworn testimony of Mr. Sadler and based upon same, the Board found that Mr. Sadler's market value of \$1,340,878 was correct.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that the assessed value of the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

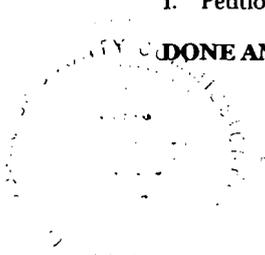
A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

ORDERED AND ADJUDGED:

1. Petition No. 5 of Pine View Apts. Phase I is denied.

DONE AND ORDERED this 23rd day of October, 2007.


Malcolm V. Page
MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

PETITION NO. 6:

STONEGATE MANOR LTD.

WEASLEY, McCALEB & ASSOC.

431 E. HORATIO AVE., STE 120

MAITLAND, FL. 32751

NO ONE WAS PRESENT REPRESENTING PETITION NO. 6., THEREFORE THE COUNTY PROPERTY APPRAISER DISCUSSED THE PETITION WITH THE VAB. AFTER DISCUSSION, AND UPON MOTION OF MARK WIGGINS, WITH SECOND BY RUDOLPH PARKER, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO. 6.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 6., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 6

Petitioner: Clark D. Mann
Stonegate Manor LTD
% Easley, McCaleb & Assoc.
431 E. Horatio Ave., Suite 120
Maitland, FL 32751

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 6 of Carl D. Mann, Stonegate Manor LTD, % Easley, McCaleb & Assoc., 431 E. Horatio Ave., Suite 120, Maitland, FL 32751, no one appeared for the Petitioner. Hon. Eldon Sadler and his attorney appeared for the County Property Appraiser. The Board listened to the sworn testimony of Mr. Sadler and based upon same, the Board found that Mr. Sadler's market value of \$1,289,950 was correct.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that the assessed value on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

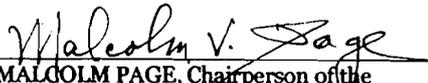
A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

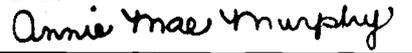
ORDERED AND ADJUDGED:

1. Petition No. 6 of Stonegate Manor LTD is denied.

DONE AND ORDERED this 23rd day of October, 2007.


MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:


ANNIE MAE MURPHY, Clerk

PETITION NO. 7: PERRY SQUARE PARTNERS
% HOPPING, GREEN & SAMS, PA
VICTORIA WEBER
123 S. CALHOUN STREET
TALLAHASSEE, FL. 32301

SAID PETITION HAVING BEEN WITHDRAWN BY THE PETITIONER ON MONDAY,
OCTOBER 22, 2007.

PETITION NO. 8: WINN DIXIE, INC.
% ASSESSMENT TECHNOLOGIES, LTD
121 INTERPARK BLVD., STE. 308
SAN ANTONIO, TX 78216-1852

NO ONE WAS PRESENT REPRESENTING PETITION NO. 8., THEREFORE THE
COUNTY PROPERTY APPRAISER DISCUSSED THE PETITION WITH THE VAB.
ATTORNEY LEVY STATED FOR THE INFORMATION OF THE VAB, THAT WINN
DIXIE HAS BEEN IN BANKRUPTCY FOR SEVERAL YEARS.
AFTER DISCUSSION, AND UPON MOTION OF MARK SOUTHERLAND, WITH SECOND
BY MARK WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION
NO. 8.
FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 8., IS
AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 8

Petitioner: Thomas W. Shannon
Winn-Dixie, Inc.
% Assessment Technologies LTD.
121 Interpark Blvd., Ste. 308
San Antonio, TX 78216-1852

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 8 of Thomas W. Shannon, Winn-Dixie, Inc. % Assessment Technologies LTD 121 Interpark Blvd., Ste. 308 San Antonio, TX 78216-1852. No one appeared for the Petitioner, therefore the County Property Appraiser, Eldon Sadler, and his attorney discussed the petition with the VAB. The Board listened to the sworn testimony of Mr. Sadler and based upon same, the Board found that Mr. Sadler's market value of \$463,880.00 was correct.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that the assessed value on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

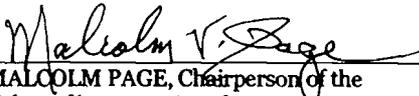
A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

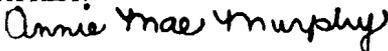
ORDERED AND ADJUDGED:

1. Petition No. 8 of Winn-Dixie, Inc. is denied.

DONE AND ORDERED this 23rd day of October, 2007.


MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:



ANNIE MAE MURPHY, Clerk

PETITION NO. 9:

PEDDINGHAUS FINANCIAL, INC.

6737 1ST. AVE. S.

ST. PETERSBURG, FL. 33707

% JOHN P. BAILEY, PRESIDENT AND

SOLE STOCK HOLDER

MR. BAILEY APPEARED TO DISCUSS HIS PETITION NO. 9., STATING THAT SAID PROPERTY HAS AN ESTIMATED VALUE OF \$45,000.00, BUT IS BEING ASSESSED BY THE COUNTY PROPERTY APPRAISER AT \$100,000.00.

AFTER DISCUSSION, AND UPON MOTION OF MARK SOUTHERLAND, WITH SECOND BY RUDOLPH PARKER, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO. 9.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 9., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 9

Petitioner: John P. Bailey, President
Peddinghaus Financial, Inc.
6737 1st. Ave. S.
St. Petersburg, FL. 33707

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 9 of John P. Bailey, President, Peddinghaus Financial, Inc. 6737 1st. Ave. S. St. Petersburg, FL. 33707, who appeared and presented his case. The County Property Appraiser, Hon. Eldon Sadler, appeared along with his attorney, Larry Levy of Tallahassee, to present his case. The Board listened to the sworn testimony and to the attorney. The Board found that Mr. Sadler's presentation was more persuasive in that the Petitioner was unable to prove that Mr. Sadler's market value of \$122,361.00 was incorrect.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that the assessed value on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

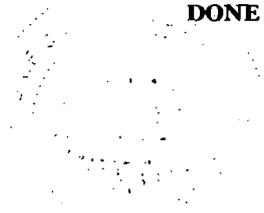
A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

ORDERED AND ADJUDGED:

1. Petition No. 9 of Peddinghaus Financial, Inc. is denied.

DONE AND ORDERED this 23rd. day of October, 2007.


Malcolm V. Page
MALCOLM PAGE, Chair person of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

PETITION NO. 10:

PEDDINGHAUS FINANCIAL, INC.

6737 1ST. AVE. S.

ST. PETERSBURG, FL. 33707

% JOHN P. BAILEY, PRESIDENT AND

SOLE STOCK HOLDER

MR. BAILEY APPEARED TO DISCUSS HIS PETITION NO. 10., STATING THAT

HE PAID \$7,000.00 FOR THE PROPERTY, WHICH HAS NO ACCESS.

AFTER DISCUSSION, AND UPON MOTION OF RUDOLPH PARKER, WITH SECOND BY

MARK WIGGINS, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO.

10.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 10.,

IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 10

Petitioner: John P. Bailey, President
Peddinghaus Financial, Inc.
6737 1st. Ave. S.
St. Petersburg, FL. 33707

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 10 of John P. Bailey, President, Peddinghaus Financial, Inc. 6737 1st. Ave. S. St. Petersburg, FL. 33707, who appeared and presented his case. The County Property Appraiser, Hon. Eldon Sadler, appeared along with his attorney, Larry Levy of Tallahassee, to present his case. The Board listened to the sworn testimony and to the attorney. The Board found that Mr. Sadler's presentation was more persuasive in that the Petitioner was unable to prove that Mr. Sadler's market value of \$75,000.00 was incorrect.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that the assessed value on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

ORDERED AND ADJUDGED:

1. Petition No. 10 of Peddinghaus Financial, Inc. is denied.

DONE AND ORDERED this 23rd day of October, 2007.


Malcolm V. Page
MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

PETITION NO. 11:

BRIAN HANCOCK

4884 GA. HWY. 122 E.

HAHIRA, GA. 31632

NO ONE WAS PRESENT REPRESENTING PETITION NO. 11, THEREFORE THE COUNTY PROPERTY APPRAISER DISCUSSED THE PETITION WITH THE VAB. AFTER DISCUSSION, AND UPON MOTION OF MARK WIGGINS, WITH SECOND BY MARK SOUTHERLAND, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO. 11.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 11., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 11

Petitioner: Brian Hancock
4884 Ga Hwy. 122 E.
Hahira, GA. 31632

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 11 of Brian Hancock, 4884 Ga Hwy. 122 E. Hahira, GA. 31632. No one appeared for the Petitioner, therefore the County Property Appraiser, Hon. Eldon Sadler, and his attorney, Larry Levy of Tallahassee, discussed the petition with the VAB. The Board listened to the sworn testimony of Mr. Sadler and based upon same, the Board found that Mr. Sadler's market value of \$36,920.00 was correct.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that the assessed value on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

ORDERED AND ADJUDGED:

1. Petition No. 11 of Brian Hancock is denied.

DONE AND ORDERED this 23rd day of October, 2007.


Malcolm V. Page
MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, Clerk

PETITION NO. 12.

MR. AND MRS. T.B. PUCKETT

MRS. KATHRYN JACKSON

JOHN D.M. PUCKETT

38 WATER STREET

ST. AUGUSTINE, FL. 32084

NO ONE WAS PRESENT REPRESENTING PETITION NO. 12, THEREFORE THE COUNTY PROPERTY APPRAISER DISCUSSED THE PETITION WITH THE VAB. AFTER DISCUSSION, AND UPON MOTION OF MARK WIGGINS, WITH SECOND BY RUDOLPH PARKER, AND BY UNANIMOUS VOTE, THE BOARD DENIED PETITION NO. 12.

FINDING OF FACT AND CONCLUSION OF LAW REGARDING PETITION NO. 12., IS AS FOLLOWS:

IN RE: THE TAYLOR COUNTY
ADJUSTMENT BOARD

Petition No. 12

Petitioner: Mr. and Mrs. T.B. Puckett
Mrs. Kathryn Jackson
John D.M. Puckett
38 Water Street
St. Augustine, FL. 32084

ORDER

The Taylor County Value Adjustment Board, with a quorum being present, met on October 23, 2007, to consider Petition No. 12 of Mr. and Mrs. T.B. Puckett, Mrs. Kathryn Jackson and John D.M. Puckett, 38 Water Street, St. Augustine, FL. 32084. No one appeared for the Petitioner, therefore the County Property Appraiser, Hon. Eldon Sadler, and his attorney, Larry Levy of Tallahassee, discussed the petition with the VAB. The Board listened to the sworn testimony of Mr. Sadler and based upon same, the Board found that Mr. Sadler's market value of \$561,500/\$4000 was correct.

CONCLUSION OF LAW

Based upon the evidence presented, testimony and argument, the Petition should be denied.

FACTS

The facts presented showed that the assessed value on the property and the explanation of the property appraiser was consistent with the documentary evidence presented.

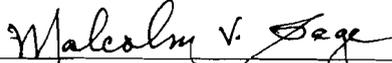
A Motion to deny the Petition was made and seconded, with all members present on the Taylor County Value Adjustment Board voting unanimously.

IT IS THEREFORE,

ORDERED AND ADJUDGED:

1. Petition No. 12 of Mr. & Mrs. T.B. Puckett, Mrs. Kathryn Jackson and John D.M. Puckett is denied.

DONE AND ORDERED this 23rd day of October, 2007.


MALCOLM PAGE, Chairperson of the
Value Adjustment Board
Of Taylor County, Florida

ATTEST:



ANNIE MAE MURPHY, Clerk

ALL EXHIBITS PRESENTED BY THE PETITIONERS' AND THE COUNTY PROPERTY APPRAISER BEING ON FILE IN THE CLERK'S OFFICE.

THE CLERK ADVISED THAT THE BOARD MAY PROCEED TO ACT ON THE 2007 TAX ROLL, AS APPROVED BY THE DEPARTMENT OF REVENUE (DOR) AND ON FILE IN THE COUNTY PROPERTY APPRAISER'S OFFICE. UPON MOTION OF RUDOLPH PARKER, WITH SECOND BY MARK SOUTHERLAND, AND BY UNANIMOUS VOTE, THE VAB APPROVED THE 2007 TAX ROLL, AS PRESENTED, AND EXECUTED THE FOLLOWING CERTIFICATES TO BE ATTACHED TO THE REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY ASSESSMENT ROLLS FOR 2007:



Certificate of Value Adjustment Board

DR-488 R. 03/82

Pursuant to Sections 193.122, Florida Statutes

Taylor County, Florida

2007 Tax Roll (year)

We, the undersigned, as and constituting the Value Adjustment Board of the above named county, do certify that after approval of the following described assessment roll by the Department of Revenue, all hearings required by s. 194.032, Florida Statutes, have been held and that said Value Adjustment Board is satisfied that the

(Check One) [] Real Property [X] Tangible Personal Property

in the above named county includable on such assessment roll requirements imposed by the statutes of the State of Florida and the requirements and regulations imposed by the Department of Revenue.

We further certify that it is ordered that upon completion of this certificate and the attachment of same to the described assessment roll as part thereof, that the said assessment roll be delivered to the Property Appraiser of this county, on the day that this certificate is dated, who shall adjust the said assessment roll in accordance with the decision of the Value Adjustment Board and make all required extensions on the roll to show the tax attributable to all taxable property contained therein pursuant to law.

The following figures are true and correct to the best of our knowledge and belief:

- 1. Taxable value of [] Real [X] Tangible Personal Property Assessment Roll as submitted by Property Appraiser to the Value Adjustment Board. \$ 397,418,799
2. Net Change in taxable value due to actions of the Board. \$
3. Taxable value of [] Real [] Tangible Personal Property Assessment Roll incorporating all changes due to action of the Value Assessment Board. \$

In witness whereof we have subscribed this certificate and caused the same to be attached to and made a part of the above described assessment roll and a copy thereof spread upon the minutes of this the 23rd day of October, 2007. (year)

Signatures of board members: (Seal), Malcolm V. Page (Seal), Rudolph Parker (Seal), (Seal), Not Present (Seal) as and constituting the Value Assessment Board

2002



Certificate of Value Adjustment Board

DR-488
R. 03/92

Pursuant to Sections 193.122, Florida Statutes

Taylor County, Florida

2007 Tax Roll
(year)

We, the undersigned, as and constituting the Value Adjustment Board of the above named county, do certify that after approval of the following described assessment roll by the Department of Revenue, all hearings required by s. 194.032, Florida Statutes, have been held and that said Value Adjustment Board is satisfied that the

(Check One) Real Property Tangible Personal Property

in the above named county includable on such assessment roll requirements imposed by the statutes of the State of Florida and the requirements and regulations imposed by the Department of Revenue.

We further certify that it is ordered that upon completion of this certificate and the attachment of same to the described assessment roll as part thereof, that the said assessment roll be delivered to the Property Appraiser of this county, on the day that this certificate is dated, who shall adjust the said assessment roll in accordance with the decision of the Value Adjustment Board and make all required extensions on the roll to show the tax attributable to all taxable property contained therein pursuant to law.

The following figures are true and correct to the best of our knowledge and belief:

- 1. Taxable value of Real Tangible Personal Property Assessment Roll as submitted by Property Appraiser to the Value Adjustment Board. \$ 995,568,311
- 2. Net Change in taxable value due to actions of the Board. \$ _____
- 3. Taxable value of Real Tangible Personal Property Assessment Roll incorporating all changes due to action of the Value Assessment Board. \$ _____

In witness whereof we have subscribed this certificate and caused the same to be attached to and made a part of the above described assessment roll and a copy thereof spread upon the minutes of this the 23rd day of October, 2007.
(year)

[Signature] (Seal)
Malcolm V. Page (Seal)
Rudolph Parker (Seal)
[Signature] (Seal)
Not Present (Seal)
as and constituting the Value Assessment Board

THE HOUR BEING APPROXIMATELY 7:15 P.M., AND THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE VAB, RUDOLPH PARKER MADE A MOTION, WITH SECOND BY MARK WIGGINS, TO ADJOURN. THE MOTION TO ADJOURN PASSED BY UNANIMOUS VOTE OF THE VAB, SUBJECT TO CALL.

VALUE ADJUSTMENT BOARD

TAYLOR COUNTY, FLORIDA

BY: _____

MALCOLM V. PAGE, CHAIRMAN

ATTEST:

ANNIE MAE MURPHY, CLERK

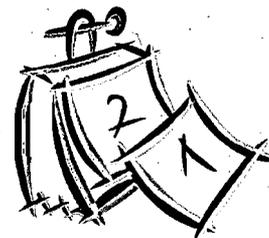
D.



**Taylor County Board of Commissioners
2008 Board Meeting Calendar
Approved 11/20/07**

Proposed Board Meeting dates:

- December 18, 2007
- January 7 & 22
- February 4 & 19 – (4 – Steinhatchee)
- March 3 & 18 – (18 - Jerkins Community Center)
- April 7 & 22 – (22 – Shady Grove)
- May 5 & 20
- June 2 & 17
- July 7 & 22 – (22 – Steinhatchee)
- August 4 & 19
- September 2 (Tuesday) & 16 (16 - Jerkins Community Center)
- October 6 & 21 - (21 – Shady Grove)
- November 3 & 17 (Monday)
- December 16, 2008



**All Board meetings are held at the Annex unless otherwise noted.*

Board Budget Workshop Dates:

Holiday Schedule:

<u>Holiday</u>	<u>Date Observed</u>
Thanksgiving Day 2007	November 22
Day after Thanksgiving 2007	November 23
New Years Day	January 1
Martin Luther King, Jr. Day	January 21
Good Friday	March 21
Memorial Day	May 26
Independence Day	July 4
Labor Day	September 1
Veterans Day	November 11
Thanksgiving Day	November 27
Day after Thanksgiving	November 28
Christmas Eve & Day	December 24 & 25

E.

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONER'S**



FY 2007-2008

RULES OF PROCEDURE

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

CLAY BETHEA
District 3

RUDOLPH PARKER
District 4

PATRICIA PATTERSON
District 5



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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 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

November 20, 2007

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioner's Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which for the most part have been gleaned from a number of counties. It is important to note, that while the Commission's Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

Adopted in regular session November 20, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, CLERK

_____, CHAIR

November 20, 2007
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SECTION I -PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Board Meetings -Open to the Public. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

~~(a) The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.~~

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility.

(c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.

(d) For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms. Other signs, placards, or banners shall not disrupt meetings or interfere with a person's ability to observe the meeting.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance Before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon recognition by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person should:

- step up to the speaker's rostrum and give her/his name and home address;
- unless further time is granted by the Chair, limit the comments to three minutes;
- address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
- Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.

(b) The Commission may discuss the matter, assign it to a committee, refer it to the County Administrator and/or County Attorney for review and comment.

(c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

(d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking who has been properly recognized by the Chair.

(e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.

(f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.

(g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

(h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: Public Comments and Inquiries. Persons may address the Commission on items not on the agenda during the Public Comment periods. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other action it deems appropriate.

(b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator, the Chair should then refer the complaint directly to the County Administrator for her/his review, if said complaint has not been so reviewed. The

Commission may direct that the County Administrator report to the Commission when her/his review is completed.

(c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings -Regular. Unless otherwise advertised, all regular meetings of the ~~Taylor County Board of County Commission~~ are conducted at 6:00 p.m. on the 1st Monday and third Tuesdays of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

5: Commission Meetings -Special (Requires a Minimum of 24 hrs). The Chair, any two Commissioners, or the County Administrator may call a special meeting.

(a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings -Emergency. Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time

sensitive meeting of such a nature that a 24 hour notice would be detrimental to the action to be addressed at the meeting.

(a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and ~~the County Attorney shall be given the most reasonable notice allowable under the~~ circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings -Inspection Trips, Retreats and Workshops. The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.

8: Public Hearings; Time; Location.

(a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:10 p.m.

(b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4)(b)(1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 5:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.

(c) Prior to the beginning of any meeting or public hearing, the Chair may require that all

persons who wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

9: Public Hearing; Procedures.

(a) General Public Hearings

The procedures to be followed for public hearings are, generally, as follows:

(1) The County Administrator or his/her designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.

(b) Quasi-Judicial Hearings

The procedures to be followed for quasi-judicial hearings are generally as follows:

(1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

“All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission's record of proceedings and official minutes.”

“While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support

opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony.”

- (2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

~~“Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication.”~~

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

- (4) The County Administrator or his/his designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners’ questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

- (5) The applicant for a land use change or his/her representative will make a presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant’s representatives.

- (6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

- (7) There will be an opportunity for applicant rebuttal and staff closing comments.

- (8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

10: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the Clerk of the Courts Office and a copy of the request forwarded to the County Administrator. The cost is as established by law.

(c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

11: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners, which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.

(a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

SECTION II - PREPARATION OF AGENDA; ORDER OF BUSINESS

12: Preparation of Agenda. The Clerk is responsible for the preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall prepare the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator will meet to discuss each agenda.

(a) ~~As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., the week prior to the scheduled Commission Meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.~~

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.

13: Agenda Material. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be mailed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. the Wednesday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1st floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator.

14: Meeting; Order of Business.

(a) The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be designated to present the invocation. The Chair shall lead the pledge.

(2) Adjustments and Approval of the Regular, Consent and Public Hearing Agenda except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the consent or general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. Authorization to advertise ordinances may be placed on the consent agenda. A motion to approve the agenda:

- (a) approves any amendments to the Regular and Consent Agenda;
- (b) adopts the Regular Agenda; and
- (c) approves all items on the Consent Agenda to stay on the Consent Agenda. – The County Administrator may place items on the consent agenda which are: routine or technical in nature, have been previously discussed by the Board, resolutions of a routine nature authorization to advertise ordinances, public hearings, bid specifications, items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda and other items as authorized by the board.

- (3) Approval of Minutes from previous meetings
- (4) Awards/Recognitions
- (5) Approval of the Consent Agenda
- (6) Bids/Public Hearings
- (7) Hospital Items
- (8) Comments and Concerns from the Public for Non-Agendaed Items
- (9) Public Requests Agendaed
- (10) Advisory Committee Reports
- (11) Constitutional Officers/Other Governmental Units
- (12) General Business
- (13) County Staff Items
- (14) County Attorney
- (15) County Administrator
- (16) Commission Comments – Board Informational Items
- (17) Examination and Approval of Invoices

(18) Motion to Adjourn

(b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) ~~No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.~~

15: Quorum. A quorum for the transaction of business by the Commission consists of three (3) Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).

16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.

17: County Attorney - Parliamentarian. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.

18: Clerk of the Court - Minutes. The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(a) The Clerk's office places the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

19: Sergeant at Arms. The County Administrator, or her/his designee, shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the County Administrator in performing this duty. The County Administrator shall carry out all

orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms (County Administrator/designee) will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms (County Administrator/designee) to have you removed from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

20: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

21: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call a simple vote (all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) **Emergency Ordinances.** By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

24: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced.

25: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without

the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

26: Reconsideration of Action Previously Taken. A motion to reconsider enables the Commission to set aside a vote on a main motion taken at the same meeting, and to consider that motion again as though no vote had been taken on it.

~~(a) A motion to reconsider shall be allowed at any time by any Commissioner during a meeting, except when a motion on some other subject is pending. No motion by any Commissioner to reconsider shall be made more than once on any subject at the same meeting.~~

(b) Upon passage of a motion to reconsider, no substantive action on the matter may be taken until a subsequent meeting so that the public and media may be on notice of the matter to be reconsidered. The subject matter shall be scheduled for the next regular Commission meeting for any action the Commission deems advisable.

27: Rescinding Action Previously Taken. Commission action may be rescinded by a 4/5ths vote. After a motion to reconsider has been adopted by a majority vote, any Commissioner may, at the next regular Commission meeting, move to rescind action previously taken.

SECTION III -GENERAL PROVISIONS

28: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. ~~The County Administrator shall provide an orientation program.~~

29: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

- (a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.
- (b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.
- (c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

30: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

- (a) Call the meeting to order, having ascertained that a quorum is present;
- (b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;
- (c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;
- (d) Expedite business in every way compatible with the rights of members;
- (e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the

Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

- (f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;
- (g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.
- (h) Assign Commissioner's seats in the commission chambers.
- (i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.
- (j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.

31: Legislative Program and Communication with Lobbyists. Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

- (a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts should be

developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

32: Commissioners Appointment to Boards and Committees. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous-year appointments will be disseminated by the Chair to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

(d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.

33: Suspension and Construction of Rules. Temporary suspension of these procedures shall

permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

- (a) - This set of Rules of Procedure should be reviewed and if applicable, adopted on the second meeting of each November or as soon thereafter as practicable.

Attachment 1: Request to Amend Suggested Agenda.

1: Date of Meeting Agenda to be amended. _____

2: Position of Person Making the request. (Circle one)

County Commissioner, Clerk, County Administrator, County Attorney

3: Name of Person Making the request. _____

Please move the following items from the consent to the regular agenda (may refer by number):

Please place the following topics on the regular or consent agenda (use additional pages for backup or explanation).

Please sign _____ date _____

Attachment 2: Examples of Motions.

1: **Main Motion.** “Mr. Chair/Madam Chair, I move....” Requires a second – is debatable.

2: Subsidiary Motions:

a. **Amend:** “Mr. Chair/Madam Chair, I move to amend the motion.”, “Mr. Chair/Madam Chair, I move to strike the word(s) _____.”, “Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) _____.” Requires a second – majority vote necessary for approval.

b. **Refer:** “Mr. Chair/Madam Chair, I move we refer the question to....” Requires a second – majority vote necessary for passage – limited debate.

c. **Defer to a time certain (postpone):** “Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time).” Requires a second – majority vote necessary for passage – not debatable.

d. **Limit Discussion or Debate:** “Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time). Requires a second – a vote of a majority of the members present shall be required to pass. The motion is not debatable.

e. **Call the Question:** “Mr. Chair/Madam Chair, I call the question.” OR “I move to close discussion.” A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.

f. **Amend Something Previously Adopted:** “Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by...” Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.

g. **Reconsider:** “Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion).” Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.

h. **Rescind:** “Mr. Chair/Madam Chair, I move to rescind the” Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

3: Incidental Motions.

a. **Point of Order:** “Mr. Chair/Madam Chair, Point of Order” After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order.

No vote, unless a motion arises out of the Point of Order.

b. **Divide a Motion:** “Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered).”
Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.

c. **Consider by paragraph or seriatim:** “Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim).” Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.

d. **Withdrawing a Motion:** “Mr. Chair/Madam Chair, I withdraw the motion.” The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.

e. **Appeal the decision (of the Chair):** “I appeal the decision of the Chair.” Second is required – a majority or tie vote upholds the Chair’s decision – debate on motion to appeal is allowed with the Chair speaking first and last.

4: Privileged Motions.

a. **Adjourn:** “Mr. Chair/Madam Chair, I move to adjourn.” Requires a second – majority vote necessary for passage – there can be no discussion.

b. **Motions of Privilege:** “I rise to a question of privilege affecting the meeting.” OR “I rise to a question of personal privilege.” The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.

c. **Recess:** “Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess).” Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

Attachment 3: Definition of Parliamentary Terms.

Adhere: to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

~~**Ad-hoc Committee:** a special committee chosen to do a particular task of work only.~~

Adjourn: to officially terminate a meeting.

Adjourned Meeting: a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

Adopt: to approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: the “aye” or “yes” vote supporting a motion as stated.

Agenda: the official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair:** the Flagler County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

Board (The Board of County Commissioners): The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: to open a meeting.

Debate: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: to not take action by either referring it to a committee; County Administrator or County Attorney for further action.

Delegation of Authority: authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

Demand: an assertion of a parliamentary right by a member of the Commission.

Dilatory Motions or Tactics: misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

Discretionary Duty: a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

Executive Session: statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

Ex-officio: a person who is assigned to a board or committee by virtue of the office they hold.

Floor (as in "you have the floor"): when a member receives formal recognition from the Chair, s/he "has the floor" and is the only member entitled to make a motion or to speak.

General Consent: an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: an amendment relating directly to the motion to which it is applied.

Hearing: a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: when a motion can be worded only one way and therefore is not subject to amendment, it is said to be invariable in wording.

Majority Vote: more than half of the number of legal votes cast for a motion.

Minutes: the legal record of the action of the Board (or any body) that has been approved by vote of the body.

Motion: a proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move...."

Objection: the formal expression of opposition to a proposed action.

Order of Business: the adopted order in which the business is presented to the meeting of the Board.

Out of Order: not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

Pending Motion: sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

Precedence: the rank or priority governing the motion.

Precedent: a course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: a statement of a motion of any kind for consideration and action.

Quorum: the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

Recognition: acknowledgement by the Chair, giving a member sole right to speak.

Reconsider: to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: a statement to the Chair asking a question or some "right."

Rescind: to nullify or cancel a previous action.

Resolution: a formal motion, usually in writing, and introduced by the word “resolved,” that is presented to the Board for a decision.

Resolution of Thanks: a formal resolution given to a person(s) for a special service(s) from the Board.

Restricted Discussion: discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: a recorded vote taken by calling the roll of the Commission.

Ruling: a pronouncement of the Chair that relates to the procedure of the Board.

Second: after a motion has been proposed, the statement “I second the motion” by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: consideration by sections or paragraphs.

Standing Committees or Boards: committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: a law passed by the Legislature.

Tie Vote: a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: any business that is postponed definitely to a time certain.

Voice Vote: a vote taken by asking for the “ayes” and “nays”. A person voting “aye” shall be in favor and a person voting “nay” shall be opposed. :”Aye” may never be used to vote in opposition.



Molly Hendry Lilliott
SUPERVISOR OF ELECTIONS

5

Street Address: 108 N. Jefferson St., Suite 202 • Perry FL 32347
Mailing Address: P.O. Box 1060 • Perry FL 32348-1060
Phone: 850-838-3515 • Fax: 850-838-3516

November 8, 2007

Board of County Commissioners
Attn: Tammy Taylor, Finance Director
P O Box 620
Perry, Florida 32348

Re: End of fiscal year Officers Financial Report 2006-07

Please find enclosed an amended Constitutional Officers Financial Report for the fiscal year ending September 30, 2007 along with a check in the amount \$25,401.36. This check represents additional excess fees for the close of the year. This check is in addition to the previous check in the amount \$11,844.97. This brings the total amount of excess fees returned to the Board of County Commissioners from the Supervisor of Elections office to \$37,246.33.

If you have any questions concerning this report please feel free to contact our office.

Sincerely,

Molly Hendry Lilliott

Molly Hendry Lilliott
Supervisor of Elections
Taylor County

cc: C. Mock 11/9/07

AMENDED

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR 2006-07

CERTIFICATION

Name of governmental unit
Taylor County Supervisor of Elections

Address
PO Box 1060

City and zip code
Perry, Florida 32348

Name of chief financial officer
Molly Hendry Lillioat

Title of chief financial officer
Supervisor of Elections

Telephone number (850) 838-3515

Person who may be contacted regarding this report.
Name: Trina F. Stengel

Telephone number (850) 838-3517

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2007.

Molly Hendry Lillioat
(Signature)

Office of Supervisor of Elections

Taylor County

STATE OF FLORIDA
COUNTY OF Taylor

Sworn to and subscribed before me this 7th day

of November, 20 07, by Molly H Lillioat

Dana Southerland
Signature of Notary Public, State of Florida
DANA SOUTHERLAND
Commission #069926
Expires June 5, 2011
Borrow Time They Pay Insurance 000-086-7010

(Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known X or Produced Identification _____
Type of Identification Produced _____

RECEIVED

NOV 09 2007

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

AM

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			40,616	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115				XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				40,616			

(CONTINUED)

REPORTING ENTITY Taylor County Supervisor of Elections

ID NUMBER 0902

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX			3,370	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X				XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				3,370			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved 271		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Contributed capital 250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved 248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved 272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets 280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY					XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			3,370			

BOARD OF COUNTY COMMISSIONERS

Check Number: 8822
Check Date: Oct 31, 2007

Check Amount: \$25,401.36
Discount Taken: _____
Amount Paid: \$25,401.36

Item to be Paid - Description

Amended Excess Fees 2006-07



Supervisor of Elections

TAYLOR COUNTY,
PERRY, FLORIDA 32347

WAGNOVIA BANK
PERRY, FL 32347
882/630-7885

8822

DATE

AMOUNT

Oct 31, 2007

\$25,401.36

Memo:

PAY

Twenty-Five Thousand Four Hundred One and 36/100 Dollars

TO THE
ORDER
OF:

BOARD OF COUNTY COMMISSIONERS

MOLLY HENDRY LILLIOTT
SUPERVISOR OF ELECTIONS

Molly Hendry Lillioitt
AUTHORIZED SIGNATURE

⑈008822⑈ ⑆06300002⑆ ⑆2678300068350⑈

RT FOR 2006-07

CERTIFICATION

only swear that the information reported
correct and complete report of all revenues and
my office for the year ending September 30,

Molly Hendry Lillioitt
(Signature)

Office of Supervisor of Elections

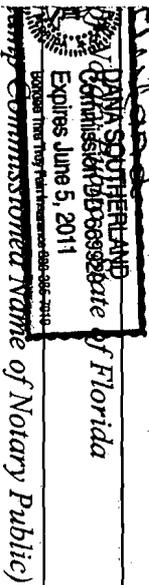
Taylor County

IDA

Taylor

scribed before me this 7th day

20 07, by Molly H Lillioitt



Commissioner Name of Notary Public
 or Produced Identification
tion Produced

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR 2006-07

CERTIFICATION

Name of governmental unit

Taylor County Supervisor of Elections

Address

PO Box 1060

City and zip code

Perry, Florida 32348

Name of chief financial officer

Molly Hendry Lilliott

Title of chief financial officer

Supervisor of Elections

Telephone number (850) 838-3515

Person who may be contacted regarding this report.

Name: **Trina F. Stengel**

Telephone number (850) 838-3517

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2007.

Molly Hendry Lilliott

(Signature)

Office of Supervisor of Elections

Taylor County

STATE OF FLORIDA

COUNTY OF Taylor

Sworn to and subscribed before me this 16th day

of October, 20 07, by Molly Hendry Lilliott

Dana Southerland

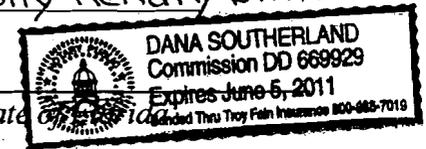
Signature of Notary Public - State of Florida

Dana Southerland

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification _____

Type of Identification Produced _____



REPORTING ENTITY Taylor County Supervisor of Elections ID NUMBER 0902

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
LIABILITIES							
Accounts Payable	2XX			3,370	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X				XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				3,370			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved 271		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Contributed capital 250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved 248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved 272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets 280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY					XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			3,370			

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			15,215	XXXXXXXXXX	XXXXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXXXX	XXXXXXXXXX	
Accounts receivable (net)	115				XXXXXXXXXX	XXXXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXXXX	XXXXXXXXXX	
Receivables from other governments	133				XXXXXXXXXX	XXXXXXXXXX	
Other receivables (net)	12X				XXXXXXXXXX	XXXXXXXXXX	
Inventories	14X				XXXXXXXXXX	XXXXXXXXXX	
Investments (net)	151				XXXXXXXXXX	XXXXXXXXXX	
Prepaid items	155				XXXXXXXXXX	XXXXXXXXXX	
Other assets	156				XXXXXXXXXX	XXXXXXXXXX	
Fixed assets	16X	XXXXXXXXXX			XXXXXXXXXX	XXXXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				15,215			

(CONTINUED)



Supervisor of Elections

TAYLOR COUNTY
PERRY, FLORIDA 32347

WACHOVIA BANK
PERRY, FL 32347
83-2/630-783

8804

Memo:

Fiscal YE 2006-07

DATE AMOUNT
Oct 16, 2007 *****\$11,844.97

PAY Eleven Thousand Eight Hundred Forty-Four and 97/100 Dollars

TO THE ORDER OF: BOARD OF COUNTY COMMISSIONERS

MOLLY HENDRY LILLIOTT
SUPERVISOR OF ELECTIONS

Molly Hendry Lillioott
AUTHORIZED SIGNATURE

⑈008804⑈ > ⑆06300002⑆ ⑆2678300068350⑈

SUPERVISOR OF ELECTIONS

8804

BOARD OF COUNTY COMMISSIONERS

Check Number: 8804
Check Date: Oct 16, 2007

Check Amount: \$11,844.97
Discount Taken Amount Paid

Item to be Paid - Description

Fund Balance - Unrestricted

11,844.97

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR

CERTIFICATION

Name of governmental unit

Taylor County Tax Collector

Address

PO Box 30

City and zip code

Perry, Florida 32348

Name of chief financial officer

Jack Tedder

Title of chief financial officer

Tax Collector

Telephone number (850) 838-3517

Person who may be contacted regarding this report.

Name: **Trina F. Stengel**

Telephone number (850) 838-3517

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2007.


(Signature)

Office of Tax Collector

Taylor County

STATE OF FLORIDA

COUNTY OF Taylor

Sworn to and subscribed before me this 18th day

of October, 20 07, by Jack Tedder


Signature of Notary Public - State of Florida
WENDY G. PARKER

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X or Produced Identification _____

Type of Identification Produced _____



Wendy G. Parker
MY COMMISSION # DD378948 EXPIRES
March 13, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

REPORTING ENTITY Taylor County Tax Collector ID NUMBER 62-004

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX			364,922	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X			5,400	XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				370,322			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

REPORTING ENTITY Taylor County Tax Collector ID NUMBER 62-004

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
EQUITY AND OTHER CREDITS Code						
Fund balance - reserved	24X	XXXXXXX		XXXXXXX	XXXXXXX	
Fund balance - unreserved	271	XXXXXXX	1,450	XXXXXXX	XXXXXXX	
Contributed capital	250			XXXXXXX	XXXXXXX	
Retained earnings - reserved	248		XXXXXXX	XXXXXXX	XXXXXXX	
Retained earnings - unreserved	272		XXXXXXX	XXXXXXX	XXXXXXX	
Investment in general fixed assets	280	XXXXXXX	XXXXXXX		XXXXXXX	
TOTAL EQUITY			1,450		XXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			371,772			

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			503,617	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115			6,025	XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				509,642			

(CONTINUED)

JACK TEDDER TAX COLLECTOR
TAYLOR COUNTY
OPERATING ACCOUNT
P.O. BOX 30
PERRY, FL 32348

WACHOVIA BANK
PERRY, FL 32347
63-2630

14653

Memo: Excess Fees for YE 9/30/07

DATE: Oct 15, 2007 AMOUNT: **\$137,870.30

PAY One Hundred Thirty-Seven Thousand Eight Hundred Seventy and 30/100
Dollars

TO THE ORDER OF BOARD OF COUNTY COMM.
TAYLOR COUNTY COURTHOUSE
PERRY, FL 32347


AUTHORIZED SIGNATURE

⑈014653⑈ ⑆06300024⑆267830009418⑈

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR

CERTIFICATION

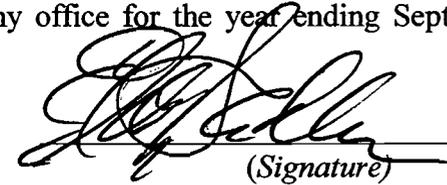
Name of governmental unit
Taylor County Property Appraiser
Address
PO Box 936
City and zip code
Perry, Florida 32348
Name of chief financial officer
Eldon Sadler
Title of chief financial officer
Property Appraiser

Telephone number (850) 838-3511

Person who may be contacted regarding this report.
Name: **Victoria Edwards**

Telephone number (850) 838-3511

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2007.

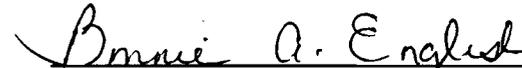

(Signature)

Office of Property Appraiser
Taylor County

STATE OF FLORIDA
COUNTY OF Taylor

Sworn to and subscribed before me this 9th day

of October, 2007, by Eldon Sadler


Signature of Notary Public - State of Florida

(Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known X or Produced Identification _____
Type of Identification Produced _____



Bonnie A. English
MY COMMISSION # DD468214 EXPIRES
October 4, 2009
BONDED THRU TROY FAIN INSURANCE, INC.

REPORTING ENTITY Taylor County Property Appraiser

ID NUMBER 59-1149022

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX				XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X				XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES							

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

REPORTING ENTITY Taylor County Property Appraiser **ID NUMBER** _____

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved 271		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Contributed capital 250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved 248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved 272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets 280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY	112,929				XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	112,929					

**COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY**

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash left over	10X	112,929			XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115				XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS		112,929					

(CONTINUED)

**FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES**

REPORTING ENTITY: TAYLOR COUNTY PROPERTY APPRAISER

ID Number: 59-1149022

REPORTING FUND GROUP: General - Operating Account

EXPENSES AND OTHER DEBITS

(511 THROUGH 592) (PERSONAL SERVICES, OPERATING EXPENSES, CAPITAL OUTLAY, NON-OPERATING EXPENSES)

Whole Dollars Only

Account Number	Description	Amount
513.10	OFFICIAL SALARY	95,747
513.10	REGULAR SALARIES	222,725
513.10	TEMPORARY SALARY	-
513.1014	OVERTIME	825
513.102152	FICA - REGULAR	18,664
513.102153	FICA - OTHER	-
513.102154	MEDICARE	4,365
513.102251	RETIREMENT- OFFICIAL	
513.102252	RETIREMENT- EMPLOYEE	22,355
513.102254	RETIREMENT - DROP	10,446
513.1023	LIFE & HEALTH INSURANCE	111,176
513.1025	UNEMPLOYMENT COMP	60
513.3151	EDP SERVICES - SOFTWARE	8,509
513.3153	MAPPING SERVICES	-
513.3154	LEGAL SERVICES	1,901
513.4000	TRAVEL & PER DIEM	5,778
513.4100	COMMUNICATIONS/ TELEP	3,079
513.4251	POSTAGE	6,916
513.4500	INSURANCE	-
513.4651	REPAIR & MAINT. OFFICE	1,097
513.4652	REPAIR & MAINT. VEH	140
513.4700	PRINTING & BINDING	-
513.4951	LEGAL ADVERTISEMENT	592
513.5100	OFFICE SUPPLIES	17,554
513.5453	EDUCATION	813
513.5454	DUES/MEMBERSHIP	4,766
513.6453	OFFICE EQUIP. CAPITAL	6,683
513.9300	SPECIAL CONTINGENCY	-

TOTAL EXPENDITURES AND OTHER DEBITS

544,191

ELDON SADLER, PROPERTY APPRAISER
TAYLOR COUNTY, PERRY, FLORIDA

EXCESS FUNDS INTEREST

One Hundred Eighteen Thousand Two Hundred Ninety and 22/100 Dollars

TAYLOR COUNTY BCC
PERRY, FL 32346

ELDON SADLER, PROPERTY APPRAISER/TAYLOR COUNTY, PERRY, FLORIDA
ELDON SADLER, PROPERTY APPRAISER/TAYLOR COUNTY, PERRY, FLORIDA

14146
14146

TAYLOR COUNTY BCC

Check Number: 14146
Check Date: Sep 28, 2007

Check Amount: \$118,290.34

Item to be Paid - Description	Discount Taken	Amount Paid
EXCESS FUNDS <i>0904-59105 TV</i>		112,929.67
SAVINGS INTEREST FY 06-07		4,931.75
CHECKING INTEREST FY 06-07		428.92

" Due from Prop. Appraised "
07
A/R

63-2/630
BRANCH 03139

TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS, GENERAL FUND

DATE 10/10/07

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
ENDORSE & LIST CHECKS SEPARATELY OR
ATTACH LIST

	DOLLARS	CENTS
CURRENCY		
COIN		
TOTAL CASH		
CHECKS	118	29 34
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
TOTAL FROM ATTACHED LIST		
PLEASE REENTER TOTAL HERE	TOTAL	118 29 34

DEPOSIT TO ACCT# 2XXXXXXXXX0648
MICHOVIA WACHOVIA \$118,290.34
00793 Michovia Bank #0000062
10/10/07 09:37 AM, Cal Date: 10/10/07

⑆540305252⑆2678300000648⑆

TOTAL ITEMS

\$

118,290.34

THIS CHECK IS SUBJECT TO THE PROVISIONS OF THE EUROPEAN COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR

Name of governmental unit
Taylor County Sheriff's Office

Address
108 North Jefferson Street, Suite 103

City and zip code
Perry, Florida 32348

Name of chief financial officer
L.E. "Bummy" Williams

Title of chief financial officer
Sheriff

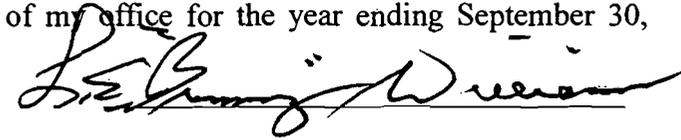
Telephone number (850) 584-4225

Person who may be contacted regarding this report.
Name: Dannielle Ellison

Telephone number (850) 584-4225

CERTIFICATION

I do solemnly swear that the information reported herein is a true, correct and complete report of all revenues and expenditures of my office for the year ending September 30, 2007.



(Signature)

Office of Sheriff

Taylor County

STATE OF FLORIDA
COUNTY OF Taylor

Sworn to and subscribed before me this 30th day

of October, 20 07, by L.E. "Bummy" Williams



Signature of Notary Public, State of Florida

Dannielle Ellison

Commission # DD450490

(Print, Type or Stamp Name of Notary Public) **Expires September 30, 2009**

Personally Known or Produced Identification

Type of Identification Produced _____



Bonded Troy Fain Insurance, Inc. 800-385-7019

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X			475,586	XXXXXXXX	XXXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXXX	XXXXXXXX	
Accounts receivable (net)	115			15,875	XXXXXXXX	XXXXXXXX	
Interfund receivables and advances	23X				XXXXXXXX	XXXXXXXX	
Receivables from other governments	133				XXXXXXXX	XXXXXXXX	
Other receivables (net)	12X				XXXXXXXX	XXXXXXXX	
Inventories	14X				XXXXXXXX	XXXXXXXX	
Investments (net)	151				XXXXXXXX	XXXXXXXX	
Prepaid items	155				XXXXXXXX	XXXXXXXX	
Other assets	156				XXXXXXXX	XXXXXXXX	
Fixed assets	16X	XXXXXXXXXX				XXXXXXXX	
Amount available in debt service	180	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
Amount to be provided	181	XXXXXXXXXX	XXXXXXXX	XXXXXXXX	XXXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				491,461			

(CONTINUED)

REPORTING ENTITY Taylor County Sheriff's Office

ID NUMBER 62-002

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX			2,245	XXXXXXXX	XXXXXXXX	
Interfund payables	20X				XXXXXXXX	XXXXXXXX	
Payables to other governments	208				XXXXXXXX		
Other liabilities	23X				XXXXXXXX		
Deposits	220				XXXXXXXX	XXXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXXX	XXXXXXXX	
Deferred revenue	223				XXXXXXXX	XXXXXXXX	
Bonded debt payable	25X				XXXXXXXX		
Other debt payable	22X				XXXXXXXX		
Compensated absences	21X				XXXXXXXX		
TOTAL LIABILITIES				2,245			

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

REPORTING ENTITY Taylor County Sheriff's Office **ID NUMBER** 62-002

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved 24X		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Fund balance - unreserved 271		XXXXXXXX		XXXXXXXX	XXXXXXXX	
Contributed capital 250	XXXXXXXX			XXXXXXXX	XXXXXXXX	
Retained earnings - reserved 248	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Retained earnings - unreserved 272	XXXXXXXX		XXXXXXXX	XXXXXXXX	XXXXXXXX	
Investment in general fixed assets 280	XXXXXXXX	XXXXXXXX	XXXXXXXX		XXXXXXXX	
TOTAL EQUITY					XXXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS			2,245			

TAYLOR COUNTY SHERIFF'S OFFICE
L. E. "BUMMY" WILLIAMS, SHERIFF
108 NORTH JEFFERSON STREET, SUITE 103
PERRY, FL 32347

WACHOVIA
WACHOVIA BANK, N.A.
ACH R/T 063000021

63-2630

9774

DATE

Oct 30, 2007

Memo:

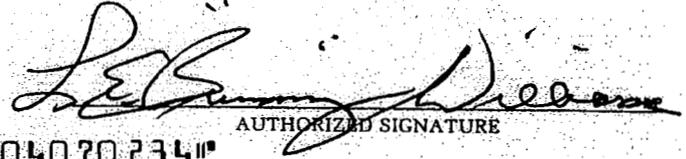
Check Number: 009774

AMOUNT

\$ 489215.56

Four Hundred Eighty-Nine Thousand Two Hundred Fifteen and 56/100 Dollars

PAY TO THE ORDER OF: Board of County Commissioners
108 North Jefferson Street
Perry, FL 32347


AUTHORIZED SIGNATURE

⑈009774⑈ ⑆063000021⑆ 2678304070234⑈

TAYLOR COUNTY SHERIFF'S OFFICE L. E. "BUMMY" WILLIAMS, SHERIFF

9774

Board of County Commissioners

Check Number: 009774

Check Date: Oct 30, 2007

Check Amount: \$489,215.56

Invoice	Date	Discount Taken	Amount Paid	Quantity	Description
	10/30/07		489215.56		Close out for FY 06-07

107 APR
Rec'd the Sheriff

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS
FINANCIAL REPORT FOR FY 06/07

NAME AND ADDRESS OF OF GOVERNMENTAL UNIT:

TAYLOR COUNTY CLERK OF COURT
108 N. JEFFERSON STREET
P.O. BOX 620
PERRY, FL. 32348

NAME OF CHIEF FINANCIAL OFFICER:

ANNIE MAE MURPHY

TITLE OF CHIEF FINANCIAL OFFICER:

CLERK OF COURT

TELEPHONE NUMBER:

(850) 838-3506 x112

**PERSON WHO MAY BE CONTACTED
REGARDING THIS REPORT:**

ANNIE MAE MURPHY, Clerk

(850) 838-3506 x112

CERTIFICATION:

I do solemnly swear that the
information reported herein is a
true, correct and complete report
of all revenues and expenditures
of my office for the year ending
September 30, 2007.

Annie Mae Murphy
Annie Mae Murphy, Clerk

Office of Clerk of Court
Taylor County, Florida

STATE OF FLORIDA
COUNTY OF TAYLOR

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 26th DAY OF
OCTOBER, 2007

By: _____
ANNIE MAE MURPHY, Clerk

Cynthia G. Mock
NOTARY PUBLIC
STATE OF FLORIDA

CYNTHIA G. MOCK
(Printed Name of Notary Public)



Cynthia G. Mock
Commission # 00378154
Expires December 4, 2008
Standard Fidelity Insurance, Inc. 800-386-7018

Personally Known or Produced
Identification _____
Type of Identification Produced:

VENDOR: BOARD OF COUNTY COMMISSIONERS

Dept	Account	Vendor #	Invoice #	Amount	Description
054	54901	C1006	EXCESS FEES	90,168.14	EXCESS FEES FYE 06/07



**ANNIE MAE MURPHY,
CLERK OF CIRCUIT COURT**
TAYLOR COUNTY, FL.
P.O. BOX 620
PERRY, FL. 32348
OPERATING ACCOUNT

WACHOVIA BANK, N.A.
PERRY, FL. 32347

63-2/630
00783

DATE	CHECK #
10/26/07	1009751

AMOUNT
*****90,168.14*

THE SUM OF *****90168* DOLLARS AND *14* CENTS

**PAY
TO THE
ORDER
OF**

BOARD OF COUNTY COMMISSIONERS
P.O. BOX 620
PERRY FL 32348

OPERATING ACCOUNT
VOID AFTER 90 DAYS

NON-NEGOTIABLE

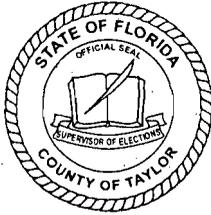
AUTHORIZED SIGNATURES

⑈ 1009751 ⑈ ⑆ 063000021 ⑆ 2678300070966 ⑈



**ANNIE MAE MURPHY,
CLERK OF CIRCUIT COURT**
TAYLOR COUNTY, FL.
P.O. BOX 620
PERRY, FL. 32348
OPERATING ACCOUNT

BOARD OF COUNTY COMMISSIONERS
P.O. BOX 620
PERRY FL 32348



Molly Hendry Lilliott
SUPERVISOR OF ELECTIONS

Street Address: 108 N. Jefferson St., Suite 202 • Perry FL 32347
Mailing Address: P.O. Box 1060 • Perry FL 32348-1060
Phone: 850-838-3515 • Fax: 850-838-3516

November 1, 2007

Board of County Commissioners
P. O. Box 620
Perry, Florida 32348

Re: License and Hold Harmless Agreements – Polling Places

Dear Commissioners,

Please find enclosed License and Hold Harmless Agreements for the following precincts:

- Precinct 1 – First United Methodist Church
- Precinct 2 – Taylor Technical Institute
- Precinct 3 – Blue Creek Baptist Church
- Precinct 4 – Salem Baptist Church
- Precinct 5 – Steinhatchee Community Center
- Precinct 6 – Shady Grove Adult Literacy Center
- Precinct 7 – Johnson Stripling Road Voting House
- Precinct 8 – PACE Workers Union Building
- Precinct 9 – Forest Capitol Armory
- Precinct 10 – Lakeside Baptist Church Education Building
- Precinct 11 – Kelly Grade Voting House
- Precinct 12 – Perry Shrine Club
- Precinct 13 – Jerkins Building
- Precinct 14 – Florida Highway Patrol Station

If these agreements meet the Boards approval, please execute each document so that they may be forwarded to the Licensor for signature.

Sincerely,

Molly

Molly Hendry Lilliott
Supervisor of Elections
Taylor County

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **1**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **First United Methodist Church**, the LICENSOR, whose address is **P O Box 487, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE.** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

First United Methodist Church

2. **TERM/USE OF PREMISES.** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

The premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. **PAYMENT.** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES.** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES.** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and the LICENSEE will be responsible for any necessary cleanup after use.

6. **INDEMNITY/HOLD HARMLESS.** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **2**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County District School Board – Taylor Technical Institute**, the LICENSOR, whose address is **318 N. Clark Street, Perry, Florida 32347**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE.** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

One (1) Room – Taylor Technical Institute

2. **TERM/USE OF PREMISES.** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. **PAYMENT.** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES.** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES.** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS.** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE

harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **3**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Blue Creek Baptist Church**, the LICENSOR, whose address is **21070 Beach Rd, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE.** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Blue Creek Baptist Church, Church Fellowship Hall

2. **TERM/USE OF PREMISES.** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. **PAYMENT.** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for **each** election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES.** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES.** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS.** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **4**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Salem Baptist Church**, the LICENSOR, whose address is **P O Box 167, Salem, Florida 32356**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE.** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Salem Baptist Church

2. **TERM/USE OF PREMISES.** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. **PAYMENT.** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for **each** election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES.** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES.** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS.** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 5

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Steinhatchee Project Board**, the LICENSOR, whose address is **P O Box 183, Steinhatchee, Florida 32359**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE.** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Steinhatchee Community Center

2. **TERM/USE OF PREMISES.** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. **PAYMENT.** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES.** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES.** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS.** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **6**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County District School Board – Shady Grove Adult Literacy Center**, the LICENSOR, whose address is **318 N Clark, Perry, Florida 32347**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE**. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Shady Grove Adult Literacy Center

2. **TERM/USE OF PREMISES**. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. **PAYMENT**. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES**. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES**. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS**. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE

harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 7

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Johnson Stripling Rd Voting House, the LICENSOR, whose address is P O Box 620, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Johnson Stripling Road Voting House

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT **8**

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **UNITED STEEL WORKERS UNION, LOCAL 1192**, the LICENSOR, whose address is **Old Dixie Hwy, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE.** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

United Steel Workers Union, Local 1192

2. **TERM/USE OF PREMISES.** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. **PAYMENT.** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES.** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES.** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS.** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 9

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County – Forest Capitol Armory, the LICENSOR, whose address is 203 Forest Park Drive, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Forest Capitol Armory – Educational Room

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 10

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Lakeside Baptist Church**, the LICENSOR, whose address is **3111 Hwy 27 E, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Lakeside Baptist Church – Fellowship Hall

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 11

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Taylor County - Kelly Grade Voting House, the LICENSOR, whose address is P O Box 620, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Kelly Grade Voting House

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 12

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Perry Shrine Club, the LICENSOR, whose address is P O Box 1076, Perry, Florida 32348.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Perry Shrine Club Building

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ 125.00 for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 13

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and **Taylor County – Leadership Council**, the LICENSOR, whose address is **P O Box 1915, Perry, Florida 32348**.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. **GRANT OF LICENSE.** The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Jerkins Building – Conference Room

2. **TERM/USE OF PREMISES.** The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

the premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. **PAYMENT.** For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ **in kind** for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. **UTILITIES.** LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. **CONDITION OF PREMISES.** The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. **INDEMNITY/HOLD HARMLESS.** During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

harmless from any damages, claims, or demands which may arise out of any condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

LICENSE AND HOLD HARMLESS AGREEMENT FOR POLLING PLACE

PRECINCT 14

THIS AGREEMENT is made by TAYLOR COUNTY, a political subdivision of the State of Florida, the LICENSEE, and Jack Tedder, Tax Collector, Taylor County, the LICENSOR, whose address is County Courthouse, Perry, Florida 32347.

The LICENSEE desires to obtain the use of facilities necessary for the Supervisor of Elections to conduct elections, and the LICENSOR has appropriate facilities for use as a polling place; THEREFORE, the parties agree as follows:

1. GRANT OF LICENSE. The LICENSOR hereby grants to the LICENSEE a license to occupy and use, subject to all the terms and conditions stated herein, the following described premises, including available parking areas and directly connecting passageways:

Florida Highway Patrol Station

2. TERM/USE OF PREMISES. The above premises may be occupied and used by the LICENSEE as a polling place for holding the following elections:

PRESIDENTIAL PREFERENCE PRIMARY – JANUARY 29, 2008
PRIMARY ELECTION – AUGUST 26, 2008
GENERAL ELECTION – NOVEMBER 4, 2008

The premises to be so occupied and used by the LICENSEE from 6:00 a.m. until all election day activities are completed on the above dates.

3. PAYMENT. For the license granted by this Agreement, the LICENSEE will pay the LICENSOR \$ in kind for each election the premises are used. No payment shall be due and owing until after each election and if the premises are not used for a particular election, no payment shall be made.

4. UTILITIES. LICENSOR agrees to pay for all utilities (such as electricity, gas, water, and local telephone service) reasonably consumed by the LICENSEE during the LICENSEE'S use of the premises. This includes use of available air conditioning or heating equipment as needed.

5. CONDITION OF PREMISES. The LICENSOR will provide the premises to LICENSEE in a clean and usable condition and will be responsible for any necessary cleanup after use by the LICENSEE.

6. INDEMNITY/HOLD HARMLESS. During the term of this Agreement the LICENSOR agrees to indemnify and hold the LICENSEE harmless from any damages, claims, or demands which may arise out of any

condition of the premises within the control of the LICENSOR. The LICENSEE agrees to indemnify and hold the LICENSOR harmless from any and all liability resulting from injury to persons or property due to the LICENSEE'S negligent use of the premises, to the extent of its waiver of sovereign immunity pursuant to section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this License and Hold Harmless Agreement for Polling Place on the date stated below.

LICENSOR:

WITNESS:

By: _____
Signature

(Print or type name here)
Title: _____

Date: _____

LICENSEE:

ATTEST:

By: _____
Chairman, Board of County Comm.

ANNIE MAE MURPHY
Clerk of Circuit Court

Date: _____

By: _____

Approved as to form and legal sufficiency

By: _____
County Attorney

7

REQUISITION FOR REFUND OF NON-AD VALOREM TAXES

STATE OF FLORIDA
COUNTY OF TAYLOR

JACK BURKE JR. OF PO BOX 697, PERRY, FL 32348
PAYEE MAILING ADDRESS

HEREBY MAKES APPLICATION TO THE COUNTY TAX COLLECTOR OR BOARD OF
COUNTY COMMISSION, FOR REFUND OF \$ 85.44 FOR THE TAX YEAR 2005
OF MONEYS PAID TO THE COUNTY TAX COLLECTOR AND AS JUSTIFICATION THEREFORE
PRESENT THE FOLLOWING FACTS: (STATE REASON FOR REFUND-SEE ATTACHMENTS)
PRIMARY RESIDENCE IS THE HOUSE. SINGLE WIDE MOBILE HOME IS USED AS STORAGE.

Jack Burke Jr.
SIGNATURE/APPLICANT/PAYEE

PARCEL NUMBER R05611-000
DATE SUBMITTED TO BCC 11/08/07

JACK TEDDER**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

TAYLOR COUNTY TAX COLLECTOR

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
R05611-000		181,652	128,352	53,300	CO
REAL ESTATE 2005 106844.0000					

BURKE JACK JR & BETTY
P O BOX 697
PERRY FL 32348

28-04-07 56/
68.91 ACRES
ALL SW 1/4 OF NE 1/4 LYING S OF
N BANK OF SPRING CREEK E OF
OSTEEN RD & W OF GRADE ALSO: ALL
See Tax Roll For Extra Legal

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
SST SCHOOL - STATE	4.9060			261.49
SLO SCHOOL				
SCHOOL - LOCAL	0.7600			40.51
CAPITAL OUTLAY	1.9030			101.43
WSR SUWANEE RIVER WATER MG	0.4914			26.19
MMST MSTU	1.2760			68.01
CCO TAYLOR COUNTY	8.0760			430.45
TOTAL MILLAGE				
17.4124				
AD VALOREM TAXES				928.08

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
LLFI LANDFILL		214.00
NON-AD VALOREM ASSESSMENTS		214.00

Please
Retain
this
Portion
for your
Records

COMBINED TAXES AND ASSESSMENTS 1,142.08 See reverse side for important information

If Paid By Please Pay	Nov 30 2005	Dec 31 2005	Jan 31 2006	Feb 28 2006	Mar 31 2006
	1,096.40	1,107.82	1,119.24	1,130.66	1,142.08

JACK TEDDER**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

TAYLOR COUNTY TAX COLLECTOR

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
R05611-000		181,652	128,352	53,300	CO
REAL ESTATE 2005 106844.0000					

BURKE JACK JR & BETTY
P O BOX 697
PERRY FL 32348

28-04-07 56/
68.91 ACRES
ALL SW 1/4 OF NE 1/4 LYING S OF
N BANK OF SPRING CREEK E OF
OSTEEN RD & W OF GRADE ALSO: ALL
See Tax Roll For Extra Legal

RETURN WITH
PAYMENT

PAY IN U.S. FUNDS TO JACK TEDDER, C.F.C. - P.O. BOX 30 - PERRY, FL 32348 850-838-3517

If Paid By Please Pay	Nov 30 2005	Dec 31 2005	Jan 31 2006	Feb 28 2006	Mar 31 2006
	1,096.40	1,107.82	1,119.24	1,130.66	1,142.08

Paid 11/08/2005 D/I 11/08/2005 Rcpt # 5001110.0001 \$1,096.40

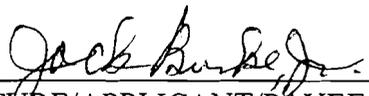
REQUISITION FOR REFUND OF NON-AD VALOREM TAXES

STATE OF FLORIDA
COUNTY OF TAYLOR

JACK BURKE JR.
PAYEE

OF P.O. BOX 697, PERRY, FL 32348
MAILING ADDRESS

HEREBY MAKES APPLICATION TO THE COUNTY TAX COLLECTOR OR BOARD OF
COUNTY COMMISSION, FOR REFUND OF \$ 134.40 FOR THE TAX YEAR 2006
OF MONEYS PAID TO THE COUNTY TAX COLLECTOR AND AS JUSTIFICATION THEREFORE
PRESENT THE FOLLOWING FACTS: (STATE REASON FOR REFUND-SEE ATTACHMENTS)
PRIMARY RESDIENCE IS THE HOUSE, SINGLE WIDE MOBILE HOME IS USED AS STORAGE.


SIGNATURE/APPLICANT/PAYEE

PARCEL NUMBER R05611-000

DATE SUBMITTED TO BCC 11/08/07

JACK TEDDER**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

TAYLOR COUNTY TAX COLLECTOR

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
R05611-000		80,185	25,000	55,185	CO

REAL ESTATE 2006 107056.0000

BURKE JACK JR & BETTY
P O BOX 697
PERRY FL 32348

28-04-07 56/
68.91 ACRES ALL SW 1/4 OF NE 1/
4 LYING S OF N BANK OF SPRING
CREEK E OF OSTEEN RD & W OF
GRADE ALSO: ALL N 1/2 OF SE 1/4
See Tax Roll For Extra Legal

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
SST SCHOOL - STATE	4.4020			242.92
SLO SCHOOL				
SCHOOL - LOCAL	0.7600			41.94
CAPITAL OUTLAY	2.0000			110.37
WSR SUWANEE RIVER WATER MG	0.4914			27.12
MMST MSTU	1.2760			70.42
CCO TAYLOR COUNTY	8.0760			445.67
TOTAL MILLAGE			17.0054	AD VALOREM TAXES
				938.44

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
LLFI LANDFILL		280.00
NON-AD VALOREM ASSESSMENTS		280.00

Please Retain this Portion for your Records

COMBINED TAXES AND ASSESSMENTS		1,218.44		See reverse side for important information	
If Paid By	Nov 30 2006	Dec 31 2006	Jan 31 2007	Feb 28 2007	Mar 31 2007
Please Pay	1,169.70	1,181.89	1,194.07	1,206.26	1,218.44

JACK TEDDER**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

TAYLOR COUNTY TAX COLLECTOR

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
R05611-000		80,185	25,000	55,185	CO

REAL ESTATE 2006 107056.0000

BURKE JACK JR & BETTY
P O BOX 697
PERRY FL 32348

28-04-07 56/
68.91 ACRES ALL SW 1/4 OF NE 1/
4 LYING S OF N BANK OF SPRING
CREEK E OF OSTEEN RD & W OF
GRADE ALSO: ALL N 1/2 OF SE 1/4
See Tax Roll For Extra Legal

RETURN WITH PAYMENT

PAY IN U.S. FUNDS TO JACK TEDDER, C.F.C. - P.O. BOX 30 - PERRY, FL 32348 850-838-3517

If Paid By	Nov 30 2006	Dec 31 2006	Jan 31 2007	Feb 28 2007	Mar 31 2007
Please Pay	1,169.70	1,181.89	1,194.07	1,206.26	1,218.44

Paid 11/09/2006 D/I 11/09/2006 Rcpt # 6000771.0002 \$1,169.70

25-Oct-07

TO: Tammy Taylor, Finance Director

FROM: Pamela S. Grigg, Library and Information Services Director

SUBJ: Taylor County Public Library- Nonbudgeted funds - Account 0431

CC: Jack Brown, County Administrator
LaWanda Pemberton, Administrative Assistant

*89
11/19/07*

Please place excess funds in the amount of \$50,598.25
in the following accounts to reflect in FY2007-2008 Budget.

** \$68,152*

Salary and fringes represent changes in Custodial services from contractual services to county employee.

Account#		
51200	Regular Salaries and Wages	5367
52110	FICA	411
52200	Retirement	529
52400	Worker's Comp	414
54115	Postage	1000
54610	R&M Building and Grounds	4250
54640	R&M Automobile (Bookmobile repair)	5000 ✓
54902	Legal Advertising/Marketing/Newspaper	5550
55102	Office Furniture/Equip < \$1000	2000 ✓
55103	Equipment < \$1000	500
55110	Copier Expense	1500 ✓
55201	General Operations and Supplies	1200
55210	Petroleum Products	1000 ✓
55200	Tools and implements	300 ✓
55230	Computer Software	3000 ✓
55260	Demonstration Materials	1000 ✓
55401	Books/ Pub.Sub./Memberships	2500 ✓
56400	Capital Outlay- Equipment	3000 ✓
56600	Books/Library Materials	12077.25 ✓
	Total	50598.25

29,631 ✓ *subtotal 38,52*
68,152 ✓ *89*

() Balance of funds @ 9/30/07*
[Signature]

STATE AID LIBRARY FUNDS

BEGINNING BALANCE 10/1/06	\$76,053.61
FY 2006/07 RECEIPTS	\$125,405.00
FY 2006/07 INTEREST ALLOCATION	\$3,510.00
FY 2006/07 EXPENDITURES	<u>(\$136,816.75)</u>
ENDING BALANCE 9/30/2007	<u>\$68,151.86</u> (*)

*File
and
'08*

(*) This amount is reserved on the balance sheet (001-2470022).
Remaining funds are carried forward to the following years' budget.

TT
Prepared By: Tammy Taylor, County Finance Director (11/6/07)

cc: P. Gray 11/4/07

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 **MSTU FUND** for the fiscal period ending September 30, 2008, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2008.

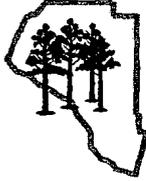
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$100,000	107-3349101	DCA Planning Grant
Expenditures:		
\$ 98,000	0217-53401	Contractual Services
\$ 2,000	0217-54000	Travel & Per Diem

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 27th day of November, 2007 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(DCA Planning Grant Awarded 2008 FY)



County Administrator

Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347
Phone: 850-838-3500 Ext 7
Fax: 850-838-3501

Memo

To: Tammy Taylor, County Finance Director
From: Jack R. Brown, County Administrator *JRB*
Date: 11/13/2007

Re: Request for Budget Amendment for DCA Planning Grant
Req #0217 (DCA Tech asst. Planning Grant) 107-3349101 (Review)

Please see attached Grant Agreement between the Board of County Commissioners and DCA, Division of Community Planning.

This grant agreement has been approved by the Board. We have not received the final approved agreement from DCA but are requesting that you prepare a budget for this agreement as soon as possible, seeing that the first deliverable is due on December 1, 2008.

Please allocate the funds as follows:

<i>53401</i> Contractual Services	\$98,000
<i>54000</i> Travel and Per Diem	\$2,000
Total Budget	<u>\$100,000</u>

Please do not hesitate to call me if you have any questions.

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, 2008, 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, 2008.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$12,872	001-3312013	Homeland Security Grant
Expenditures:		
\$12,872	0248-53401	Contractual Services

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 27th day of November, 2007 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Homeland Security Grant awarded 2007 FY, re-budgeted 2008 FY)

County Administrator

Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347
Phone: 850-584-3500 Ext 6
Fax: 850-584-3501

*2008
Budget
Amendment*



Memo

To: Tammy Taylor, County Finance Director
From: Jack R. Brown, County Administrator
CC: Jeff Manning, Director of Public Safety
Date: 10/12/2007
Re: Budget Amendment for Emergency Management Homeland Security Grant: Agreement # 07DS-5N-03-72-01-246

Taylor County Emergency Management was awarded a grant for \$12,872.00 for the purpose of training, in compliance with the Department of Homeland Security State Strategy. It was anticipated that the funds would be expensed in FY 2007, however, the funds will need to be carried forward into FY 2008.

Please carry forward funding as listed below for 001-520-525-0248-0248 Homeland Security Grant

Contractual Services	\$12,872.00
----------------------	-------------

Please do not hesitate to call our office if you have any questions.

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, 2008, 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, 2008.

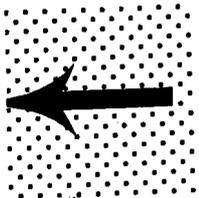
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$2,600	001-3899010	Cash Brought Forward
		911 Wireless Rural County (Training) Grant
\$ 736	0800-55401	Training
\$1,864	0800-54000	Travel/Per Diem
<u>\$2,600</u>	Total	

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 27th day of November 2007, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Grant Awarded & Received 2007 Fiscal Year-Balance @ '07FYE)



11/20/07

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

ACCOUNTING PERIOD: 2/08

SELECTION CRITERIA: orgn.orgn4="0800"

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0800 911RURL WIRELESS/TRAINING

2008

Amend 11/21/07
[Signature]

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54000	TRAVEL & PER DIEM	1864 .00	.00	.00	.00	.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	1736 .00	.00	.00	.00	.00	.00
TOTAL	OPERATING EXPENSE ROLL-UP	.00	.00	.00	.00	.00	.00
TOTAL 911RURL WIRELESS/TRAINI		2,600 .00	.00	.00	.00	.00	.00
TOTAL GENERAL FUND		.00	.00	.00	.00	.00	.00
TOTAL REPORT		.00	.00	.00	.00	.00	.00

TAYLOR COUNTY BOARD OF COMMISSIONERS
YTD REVENUE AUDIT TRAIL

PERIOD: 13/07

CRITERIA: orgn.fund="001" and revledgr.account="3342006"

ORDERED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND

PAGE BREAKS ON: FUND,TOTL/DEPT

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION	BALANCE
001-001 - GENERAL FUND										
3342006	911	WIRELESS RURL	CTY GRNT			.00	.00	.00	BEGINNING BALANCE	
	10/02/06	12				.00			POSTED FROM BUDGET SYSTEM	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		35,892.80	.00	911 GRANT/ROUTING SYSTEM	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		90,199.00	.00	911 GRANT/MAPPING-DATABAS	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		60,597.00	.00	911 GRANT/RECORDER	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		31,542.00	.00	911 GRANT/MAINTENANCE	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		2,600.00	.00	911 GRANT/MAINTENANCE	
	05/07/07	14				60,597.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				35,893.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				2,600.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				90,199.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				31,542.00			ADD.GRANT'07 AMEND.5/7	
TOTAL	911	WIRELESS RURL	CTY GRNT			220,831.00	220,830.80	.00		.20
TOTAL FUND - GENERAL FUND						220,831.00	220,830.80	.00		.20
TOTAL REPORT						220,831.00	220,830.80	.00		.20

→ -0- Expenditures '07 FYE

Balace \$2600
FYE '07 ✓

⇒ Amend '08 FY
Budget
JH/20/07

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

REPORTING PERIOD: 13/07

SELECTION CRITERIA: orgn.orgn4="0800"

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0800 911RURL WIRELESS/TRAINING

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP.	AVAILABLE BALANCE	YTD/ BUD
54000	TRAVEL & PER DIEM	1,864.00	.00	.00	.00	1,864.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	736.00	.00	.00	.00	736.00	.00
TOTAL	OPERATING EXPENSE ROLL-UP	2,600.00	.00	.00	.00	2,600.00	.00
TOTAL 911RURL WIRELESS/TRAINI		2,600.00	.00	.00	.00	2,600.00	.00
TOTAL GENERAL FUND		2,600.00	.00	.00	.00	2,600.00	.00
TOTAL REPORT		2,600.00	.00	.00	.00	2,600.00	.00

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, 2008, 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, 2008.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$31,542	001-3899010	Cash Brought Forward
		911 Wireless Rural County (Maintenance) Grant
\$31,542	0803-54630	R&M Office Machines/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 27th day of November 2007, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Grant Awarded & Received 2007 Fiscal Year-Balance @ '07FYE)

ACCOUNTING PERIOD: 2/08

EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.orgn4="0803"

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0803 911RURL WIRELESS/MAINTENC

2008

→ Amended 11/27/07 [Signature]

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54630	R&M OFFICE MACHINES/EQUI	31,542 .00	.00	.00	.00	.00	.00
TOTAL	OPERATING EXPENSE ROLL-UP	.00	.00	.00	.00	.00	.00
TOTAL 911RURL WIRELESS/MAINTENC		31,542 .00	.00	.00	.00	.00	.00
TOTAL GENERAL FUND		.00	.00	.00	.00	.00	.00
TOTAL REPORT		.00	.00	.00	.00	.00	.00

TAYLOR COUNTY BOARD OF COMMISSIONERS
YTD REVENUE AUDIT TRAIL

PERIOD: 13/07

CRITERIA: orgn.fund="001" and revledgr.account="3342006"

ORDERED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND

PAGE BREAKS ON: FUND, TOTL/DEPT

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION	BALANCE
001-001 - GENERAL FUND										
3342006	911	WIRELESS RURL CTY GRNT				.00	.00	.00	BEGINNING BALANCE	
	10/02/06	12				.00			POSTED FROM BUDGET SYSTEM	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		35,892.80	.00	911 GRANT/ROUTING SYSTEM	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		90,199.00	.00	911 GRANT/MAPPING-DATABAS	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		60,597.00	.00	911 GRANT/RECORDER	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		31,542.00	.00	911 GRANT/MAINTENANCE	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		2,600.00	.00	911 GRANT/TRAINING CONFER	
	05/07/07	14				60,597.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				35,893.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				2,600.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				90,199.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				31,542.00			ADD.GRANT'07 AMEND.5/7	
TOTAL	911	WIRELESS RURL CTY GRNT				220,831.00	220,830.80	.00		.20
TOTAL FUND - GENERAL FUND						220,831.00	220,830.80	.00		.20
TOTAL REPORT						220,831.00	220,830.80	.00		.20

-0- Expenditures 06/07

31,542 - Balance 9/30/07
EXE

and 03/04 Budget
11/20/07

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TAYLOR COUNTY BOARD OF COMMISSIONERS
 YTD EXPENDITURE AUDIT TRAIL

ACCOUNTING PERIOD: 13/07

SELECTION CRITERIA: 1=1 expdedgr.key_orgn="0803"
 SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
 FD/DEPT - 0803 - 911RURL WIRELESS/MAINTENC

ACCOUNT DATE	T/C ENCUMBR	REFERENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	BALANCE
001-520-525-0803-0803 - 911RURL WIRELESS/MAINTENC						
54630	R&M OFFICE MACHINES/EQUIP		.00	.00	.00 BEGINNING BALANCE	
04/25/07	11		.00			
05/07/07	13		31,542.00		AMEND 5/7 NEW GRANT'07	
	TOTAL R&M OFFICE MACHINES/EQUIP		31,542.00	.00	.00	31,542.00
TOTAL FUND - GENERAL FUND			31,542.00	.00	.00	31,542.00
TOTAL REPORT			31,542.00	.00	.00	31,542.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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, 2008, 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, 2008.

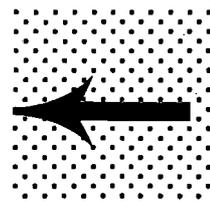
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$18,170	001-38990110	Cash Brought Forward
		911 Wireless Rural County (Routing) Grant
\$ 5,514	0801-56400	Capital Outlay
\$12,656	0801-54100	Communications
<u>\$18,170</u>	Total	

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 27th day of November 2007, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Grant Awarded & Received 2007 Fiscal Year-Balance @ '07FYE)



11/20/07

TAYLOR COUNTY BOARD OF COMMISSIONERS

ACCOUNTING PERIOD: 2/08

EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.orgn4="0801"

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0801 911RURL WIRELESS/ROUTING

2008

→ amended 11/27/07 [Signature]

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54100	COMMUNICATIONS	12,656	.00	.00	.00	.00	.00
TOTAL	OPERATING EXPENSE ROLL-UP		.00	.00	.00	.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	5,514	.00	.00	.00	.00	.00
TOTAL	CAPITAL OUTLAY ROLL-UP		.00	.00	.00	.00	.00
TOTAL 911RURL WIRELESS/ROUTIN		18,170	.00	.00	.00	.00	.00
TOTAL GENERAL FUND			.00	.00	.00	.00	.00
TOTAL REPORT			.00	.00	.00	.00	.00

TAYLOR COUNTY BOARD OF COMMISSIONERS
YTD REVENUE AUDIT TRAIL

PERIOD: 13/07

CRITERIA: orgn.fund="001" and revledgr.account="3342006"

ORDERED BY: FUND, FUNCTION, ACTIVITY, TOTL/DEPT, ACCOUNT

TOTALED ON: FUND

PAGE BREAKS ON: FUND, TOTL/DEPT

ACCOUNT	DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION	BALANCE
001-001 - GENERAL FUND										
3342006	911	WIRELESS RURL CTY GRNT				.00	.00	.00	BEGINNING BALANCE	
	10/02/06	12				.00			POSTED FROM BUDGET SYSTEM	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		35,892.80	.00	911 GRANT/ROUTING SYSTEM	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		90,199.00	.00	911 GRANT/MAPPING-DATABAS	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		60,597.00	.00	911 GRANT/RECORDER	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		31,542.00	.00	911 GRANT/MAINTENANCE	
	04/17/07	24		2007-422	P297 DEPT. OF MANAGEME		2,600.00	.00	911 GRANT/TRAINING CONFER	
	05/07/07	14				60,597.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				35,893.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				2,600.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				90,199.00			ADD.GRANT'07 AMEND.5/7	
	05/07/07	14				31,542.00			ADD.GRANT'07 AMEND.5/7	
TOTAL	911	WIRELESS RURL CTY GRNT				220,831.00	220,830.80	.00		.20
TOTAL FUND - GENERAL FUND						220,831.00	220,830.80	.00		.20
TOTAL REPORT						220,831.00	220,830.80	.00		.20

Expenditures (17,723.20) 06/07

Balance \$18,149.60 9/30/07

Amend '08 Budget 11/20/07

0-000-
35,892.80 +
17,723.20 =
18,149.60
0-0

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

ING PERIOD: 13/07

LECTION CRITERIA: orgn.orgn4="0801"

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-0801 911RURL WIRELESS/ROUTING

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54100	COMMUNICATIONS	12,656.00	.00	.00	.00	12,656.00	.00
TOTAL	OPERATING EXPENSE ROLL-UP	12,656.00	.00	.00	.00	12,656.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	23,237.00	.00	.00	17,723.20	5,513.80	76.27
TOTAL	CAPITAL OUTLAY ROLL-UP	23,237.00	.00	.00	17,723.20	5,513.80	76.27
	TOTAL 911RURL WIRELESS/ROUTIN	35,893.00	.00	.00	17,723.20	18,169.80	49.38
	TOTAL GENERAL FUND	35,893.00	.00	.00	17,723.20	18,169.80	49.38
TOTAL REPORT		35,893.00	.00	.00	17,723.20	18,169.80	49.38

TAYLOR COUNTY BOARD OF COMMISSIONERS
YTD EXPENDITURE AUDIT TRAIL

PRINTING PERIOD: 13/07

SELECTION CRITERIA: 1=1 expledgr.key_orgn="0801"
SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0801 - 911RURL WIRELESS/ROUTING

ACCOUNT DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	BALANCE
001-520-525-0801-0801 - 911RURL WIRELESS/ROUTING									
54100			COMMUNICATIONS		.00	.00	.00	BEGINNING BALANCE	
04/25/07	11				.00				
05/07/07	13				12,656.00			AMEND 5/7 NEW GRANT'07	
			TOTAL COMMUNICATIONS		12,656.00	.00	.00		12,656.00
56400			CAPITAL OUTLAY-EQUIPMENT		.00	.00	.00	BEGINNING BALANCE	
04/25/07	11				.00				
05/07/07	13				22,237.00			AMEND 5/7 NEW GRANT'07	
05/07/07	13				1,000.00			AMEND 5/7 NEW GRANT'07	
06/29/07	17	20071728-01		5578 AK ASSOCIATES, IN			17,420.20	SELECTIVE ROUTING MEMORY	
06/29/07	17	20071728-02		5578 AK ASSOCIATES, IN			303.00	SHIPPING	
08/21/07	21	20071728-01 33430		5578 AK ASSOCIATES, IN		17,420.20	-17,420.20	911RURAL WIRELESS/ROU	
08/21/07	21	20071728-02 33430		5578 AK ASSOCIATES, IN		303.00	-303.00	911RURAL WIRELESS/ROU	
			TOTAL CAPITAL OUTLAY-EQUIPMENT		23,237.00	17,723.20	.00		5,513.80
TOTAL FUND - GENERAL FUND					35,893.00	17,723.20	.00		18,169.80
TOTAL REPORT					35,893.00	17,723.20	.00		18,169.80

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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, 2008, to be in excess of the advertised budget.

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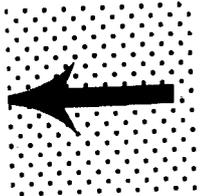
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$40,811	001-3899010	General Fd-Cash Brought Forward 911 Wireless State Funds
\$40,811	0239-59922	Sinking Fund

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 27th day of November 2007, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents balance of 911 Wireless State Funds @ 9/30/07 - not included in the 2008 budget)



911 WIRELESS STATE FUNDS

BEGINNING BALANCE 10/1/06		\$	22,703.11
RECEIPTS 2006/2007		\$	34,662.53
INTEREST EARNINGS		\$	1,300.00
EXPENDITURES 2006/2007			
OPERATING	\$	(12,580.97)	
CAPITAL OUTLAY	\$	(5,273.18)	\$ (17,854.15)
ENDING BALANCE 9/30/2007		\$	<u>40,811.49</u>

(*) This amount is reserved on the balance sheet (001-2470023) at FYE.


Prepared By: Tammy Taylor, Finance Director (11/6/2007)

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, 2008, to be in excess of the advertised budget.

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<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$32,252	001-3899010	General Fd-Cash Brought Forward
		911 Wireless Supplemental Grant
\$32,252	0237-59922	Sinking Fund

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 27th day of November 2007, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents balance of 911 Grant Funds @ 9/30/07 - not included in the 2008 FY budget)

911 WIRELESS SUPPLEMENTAL GRANT FUNDS

BEGINNING BALANCE 10/1/06		\$	34,444.15
RECEIPTS 2006/2007		\$	21,522.52
INTEREST EARNINGS		\$	1,662.00
EXPENDITURES 2006/2007			
OPERATING	\$	(635.50)	
CAPITAL OUTLAY	\$	(24,740.82)	\$ (25,376.32)
ENDING BALANCE 9/30/2007		\$	<u>32,252.35</u>

(*) This amount is reserved on the balance sheet (001-2470019) at FYE.

*To
Aud
'08*



Prepared By: Tammy Taylor, Finance Director (11/6/07)

cc: R. Cantley 11/6/07

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, 2008, to be in excess of the advertised budget.

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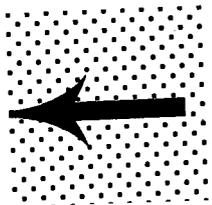
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$28,887	001-3899010	General Fd-Cash Brought Forward
		E911 Fund -
\$28,887	0227-59922	Sinking Fund (for capital)

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 27th day of November 2007, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents balance of "E911" funds @ 9/30/07 - not included in the 2008 budget)



EMERGENCY 911 FUND

BEGINNING BALANCE 10/1/06 \$ 32,898.40

RECEIPTS 2006/2007

911 ACCESS FEE/GT COM	\$	56,408.08	
911 ACCESS FEE/BELLSOUTH	\$	6,348.73	
911 ACCESS FEE/OTHER	\$	41.05	\$ 62,797.86

INTEREST EARNED 2006/2007 \$ 1,488.00

EXPENDITURES 2006/2007 \$ (68,297.25)

OPERATING EXPENSE	\$	(25,357.75)
CAPITAL OUTLAY	\$	(1,382.50)
subtotal	\$	(26,740.25)

TRANSFER TO SHERIFF -	\$	(41,557.00)
Expenditures incurred by Sheriff for		
911 Coordinator (salaries & benefits)		

ENDING BALANCE 9/30/2007

\$ 28,887.01 (*)

(This balance does not include 911 Wireless/State or 911 Supplemental Wireless/State funds, which are reported separately)

(*) This amount is reserved on the balance sheet (001-2470009).

*Not Budgeted
in '08 FY*

*↓
and '08
Budget*

Prepared By: Tammy Taylor, Finance Director (10/31/07)

*Slating
Fund
0227-59922*

cc: R. Courtney 11/1/07 JB

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, 2008, to be in excess of the advertised budget.

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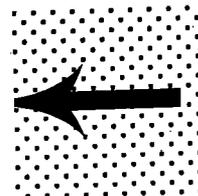
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$64,512	001-3899010	General Fund - Cash Brought Forward
\$64,512	0229-56400	Communications Surcharge - Capital Outlay/Equipment

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 27th day of November, 2007 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents "radio communications surcharge" funds @ 9/30/07
- not included in the 2008 budget)



TRAFFIC COMMUNICATIONS SURCHARGE (\$12.50 Surcharge)

BEGINNING BALANCE 10/1/06	53,774.15
FY 2006/07 RECEIPTS	25,229.42 (acct.#001-3485201)
FY 2006/07 EXPENDITURES	<u>(14,491.10) (acct.#0229)</u>
ENDING BALANCE 9/30/2007	64,512.47 (*)

(*) This amount should be reserved on the balance sheet (001-2470007).

*CF Not Budgeted
in '08 →*

Prepared By: *TT* Tammy Taylor, County Finance Director (10/31/07)

*Amend '08
to Budget
\$ 64,512.47
TT 10/31/07*

DETAIL BUDGET REQUEST
2007/2008 FISCAL YEAR

DEPARTMENT: COMMUNICATIONS SURCHARGE
DEPARTMENT #: 0229

PREPARED BY: Jack R. Brown 6/1/07
Jack R. Brown Date

<u>Expenditure Account #</u>	<u>Account Description</u>	<u>Amount</u>
53401	CONTRACTUAL SERVICES	\$ 1,000
54300	UTILITY SERVICES Electrical Service for 911 Transmitter	\$ 5,000
54620	R&M EQUIPMENT Repair and Maintenance to equipment, ie county towers	\$ 5,000
54902	LEGAL ADVERTISING Bid announcements	\$ 200
54907	LICENSE/PERMITS/REGISTRATIONS Permit/Licensing of towers	\$ 1,500
56300	CAPITAL OUTLAY - INFRASTRUCTURE	\$ 0
56400	CAPITAL OUTLAY - EQUIPMENT Anticipated communications purchases	\$ 12,300
56401	CAPITAL OUTLAY - VEHICLES	\$ 0
56402	CAPITAL OUTLAY - SOFTWARE (>\$1,000)	\$ 0
56410	LEASE PAYMENT - EQUIP/VEHICLES	\$ 0
TOTAL BUDGET		\$ 25,000

001-3485201
(Radio Comm. Surch)
(212.50 FD)

** Anticipate purchasing tower for Volunteer Fire in FY 06/07, but request any balance in budget be carried forward to FY 07/08. => will amend 2007/2008 Budget subsequent to 10/1/07, if funds are remaining in '07 budget

Did not
Budget for
FY 07 CF

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, 2008, to be in excess of the advertised budget.

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<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$5,544	001-3899010	General Fund-Cash Brought Forward
\$5,544	0281-56200	State Mosquito Control-Capital Outlay-Buildings

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 27th day of November, 2007 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents "State Mosquito Control Funds" remaining @ FYE'07 - not projected/included in the 2008 budget)

STATE MOSQUITO CONTROL FUNDS

BEGINNING BALANCE 10/1/06	\$39,294.45
FY 2006/07 RECEIPTS	\$37,000.00
FY 2006/07 EXPENDITURES	<u>(\$15,750.89)</u>
ENDING BALANCE 9/30/2007	<u>\$60,543.56 (*)</u>

*Amend 08
Budget*

*By
\$ 5544
excess*

(*) This amount is reserved on the balance sheet (001-2470021).
Remaining funds are carried forward to the following years' budget.



Prepared By: Tammy Taylor, County Finance Director (11/8/07)

(agrees w/9. Singer report)



CHARLES H. BRONSON

STATE OF FLORIDA
 Department of Agriculture and Consumer Services
 Division of Agricultural Environmental Service
 (850) 922-7011/SunCom 292-7011. Fax (850) 413-7044

Bureau of Entomology and Pest Control
 1203 Governor's Square Blvd GS-46
 Suite 300
 Tallahassee, Florida 32301

MOSQUITO CONTROL MONTHLY REPORT

MONTH September 2007

COUNTY / DISTRICT TAYLOR FISCAL YEAR OCTOBER 1, 2006 - SEPTEMBER 30, 2007

STATE FUNDS RECEIPTS AND BALANCES

Acct #	Description	Budgeted Receipts	Monthly Receipts	Receipts Year-To-Date	Balance to Be Collected
311	Ad Valorem (Current/Delinquent)				
334.1	State Grant	37,045.00		37,000.00	45.00
362	Equipment Rentals				
337	Grants and Donations				
361	Interest Earnings				
364	Equipment and/or Other Sales				
369	Misc/Refunds (prior yr expenditures)				
380	Other Sources				
389	Loans				
TOTAL RECEIPTS		37,045.00		37,000.00	45.00
Beginning Fund Bal		39,294.45			39,294.45
Total Receipts & Bal		76,339.45		37,000.00	39,339.45

STATE EXPENDITURES AND BALANCES

Acct #	Uniform Accounting System Transaction Code	Budgeted Expenditures	Monthly Expenditures	Expenditures Year-to-Date	Unexpended (Over Expended)
10	Personal Services	28,624.00	1,644.42	12,029.49	16,594.51
20	Per Serv Benefits	5,661.00	863.14	2,587.33	3,073.67
30	Operating Expense				
40	Travel & Per Diem	1,400.00		800.15	599.85
41	Communication Serv				
42	Freight Services				
43	Utility Service				
44	Rentals & Leases				
45	Insurance				
46	Repairs & Maint				
47	Printing and Binding				
48	Promotional Activities				
49	Other Charges				
51	Office Supplies				
52.1	Gasoline/Oil/Lube				
52.2	Chemicals	5,000.00			5,000.00
52.3	Protective Clothing				
52.4	Misc. Supplies	560.00		333.92	226.08
52.5	Tools & Implements				
54	Publications & Dues				
60	Capital Outlay	31,094.45			31,094.45
71	Principal				
72	Interest				
89	Contingency (Current Year)	4,000.00			4,000.00
99	Payment of Prior Year Accounts				
TOTAL EXPENDITURES		76,339.45	2,507.56	15,750.89	60,588.56
0.001	Reserves - Future Capital Outlay				
0.002	Reserves - Self-Insurance				
0.003	Reserves -Cash Bal to be Carried Forwd				
0.004	Reserves - Sick and Annual Leave				
TOTAL FUTURE ENDING FUND BALANCE					
TOTAL BUDGETARY EXPENDITURES & BAL		\$ 76,339.45	\$ (2,507.56)	\$ 21,249.11	\$ 21,249.11

Tony FYI → (45.00) 60,543.56

The monthly report of receipts, expenditures, and balances is true and correct.

ENVIRONMENTAL SERVICES DEPARTMENT

(SOLID WASTE, RECYCLING, MOSQUITO CONTROL)



TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
3750 HWY 98 WEST
PERRY, FL 32347

JOHN J. SINGER, DIRECTOR

(850) 838-3533
FAX (850) 838-3538

TO: Tammy Taylor, Finance Director

FROM: John J. Singer, Environmental Services Director

SUBJECT: Final Fiscal Year Mosquito Control Budget – State Funds

DATE: October 23, 2007

Attached please find a copy of the amended FY '08 budget (as required by the State) for cost center 0281 Mosquito Control – State Funds. This document reflects a difference of \$2,456.44 from the previously submitted Certified Budget and \$5,543.56 over the Board approved budget.

Some calculations are contained herein and supporting documentation is attached:

Ending Balance 9/30/06	\$39,294.45
FY 2006/07 Receipts	\$37,000.00
FY 2006/07 Expenditures	(\$15,750.89)
Ending Balance 9/30/2007	\$60,543.56

✓ 20 verified 11/8/07

Therefore, I am requesting that the FY 08 State MC Budget be amended to show the carry forward funds. As in the previously approved Certified Budget by the Board, the “unobligated” carry-forward is shown in line items for Capital Outlay – Buildings (the final corrected figure is \$27,508.56) and Contingency - \$6,000.

Please call if you questions or comments. Thank you.

JJS/js

Attachments

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, 2008, 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, 2008.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,237,727	001-3899010	General Fund-Cash Brought Forward
\$1,237,727	0452-53401	Sports Complex- Contractual Services

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 27th day of November, 2007 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2008 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents "Sports Complex Funds" remaining @ FYE'07 - not projected/included in the 2008 budget)

SELECTION CRITERIA: orgn.orgn4="0452"

New FY - 2007/2008

FUND-001 GENERAL FUND
 FUNCTION-570 CULTURE/RECREATION
 ACTIVITY-572 PARKS & RECREATION
 TOTL/DEPT-0452 SPORTS COMPLEX CONSTRUCT.

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/BUD
59995	TRANSFER-RETURN GRANT FD	.00	.00	.00	.00	.00	.00
TOTAL	TRANSFER-RETURN GRANT FDS	.00	.00	.00	.00	.00	.00
TOTAL SPORTS COMPLEX CONSTRUCT		921,643.00	54,142.88	.00	54,142.88	867,500.12	5.87
TOTAL GENERAL FUND		921,643.00	54,142.88	.00	54,142.88	867,500.12	5.87
TOTAL REPORT		921,643.00	54,142.88	.00	54,142.88	867,500.12	5.87

Budgeted:

\$ 100,000

\$ 821,643

\$ 921,643

*New Funding '08
 Budgeted
 CF FYE '07*

Budget should be:

\$ 100,000

\$ 2,059,370

\$ 2,159,370

*Actual CF for '07 FY
 (Balance of '07 FYE Sports Complex Budget)*

Amend '08 Budget - Cash CF

+ \$ 1,237,727

(Increase 0452-53401)

Jay 10/23/07

Tammy Taylor

From: Tammy Taylor [ttaylor@taylorclerk.com]
Sent: Tuesday, October 23, 2007 4:53 PM
To: 'Kenneth Dudley'
Cc: Jack Brown; LaWanda Pemberton
Subject: RE: FY 07/08

That makes it easy.....I'll take care of it. I will place this on the Nov. 5 agenda for approval.

Thanks!
Tammy

Tammy Taylor
County Finance Director
850-838-3506, ext.122
ttaylor@taylorclerk.com

Under Florida law, e-mail addresses are public records. If you do not want you e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Kenneth Dudley [mailto:county.engineer@taylorcountygov.com]
Sent: Tuesday, October 23, 2007 4:32 PM
To: Tammy Taylor
Subject: RE: FY 07/08

The second option, all remaining into a single account, is fine. Any remaining funds from the FY06/07 0452- account should be budgeted into the FY 07/08 0452-53401 account.

I do not have an end of year print out for that account. How do I verify the remaining balance?

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Tuesday, October 23, 2007 4:28 PM
To: Kenneth Dudley
Cc: Jack Brown; LaWanda Pemberton
Subject: RE: FY 07/08

I just need you to confirm the Balance of Funds from the 2007 FY, and I need to know which account(s) / amount(s) to budget in the 2008 FY. (note- you do not have to amend each individual expenditure account in '08, unless you deem necessary. You can budget the '07 remainder into a single expenditure account in '08 if you wish.)

Thanks!
Tammy

Tammy Taylor
County Finance Director
850-838-3506, ext.122
ttaylor@taylorclerk.com

10/23/2007

MEMORANDUM

Date: November 20, 2007

To: Board of County Commissioners

From: ^{BT} Tammy Taylor, Finance Director

Subject: **2008 Budget -
2001/2002 Affordable Housing / SHIP Grant
Decrease \$5,572**

The 2008 FY budget for the 2002 SHIP Grant was prepared based on an estimated balance of unspent funds remaining as of 9/30/07. Subsequently, the 2002 SHIP Grant was closed-out (funds were transferred to the 2007 SHIP Grant. Therefore, the 2008 FY budget is overstated.

The 2008 FY budget will be amended / REDUCED overall as follows:

Revenue:		
141-3899010 Affordable Housing Fd/2002-		
Cash Brought Forward		(\$5,572)
Expenditures:		
SHIP Grant 2001/2002		
0407-54977 Recording Fees		(\$ 220)
0407-58321 Rehabilitation		<u>(\$ 5,352)</u>
	Total	<u>(\$ 5,572)</u>

ACCOUNTING PERIOD: 2/08

SELECTION CRITERIA: orgn.orgn4="0407"

FUND-141 AFFORDBLE HOUSING FD/2002
FUNCTION-560 HUMAN SERVICES
ACTIVITY-569 OTHER HUMAN SERVICES
TOTL/DEPT-0407 SHIP GRANT (2001-2002 FY)

Closed '07 FYE

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
54909	SBA ADMIN./WIRE FEES	.00	.00	.00	.00	.00	.00
54977	RECORDING FEES	220.00	.00	.00	.00	220.00	.00
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
TOTAL	OPERATING EXPENSE ROLL-UP	220.00	.00	.00	.00	220.00	.00
58310	HOMEBUYERS ASSISTANCE	.00	.00	.00	.00	.00	.00
58321	REHABILITATION	5,352.00	.00	.00	.00	5,352.00	.00
58340	HOME OWNERSHIP COUNSELIN	.00	.00	.00	.00	.00	.00
58347	MITIGATION/RECOVERY	.00	.00	.00	.00	.00	.00
58348	DEMOLITION/CONSTRUCTION	.00	.00	.00	.00	.00	.00
TOTAL	OTHER GRANTS & AIDS-ROLL	5,352.00	.00	.00	.00	5,352.00	.00
TOTAL	GRANTS AND AIDS ROLL-UP	5,352.00	.00	.00	.00	5,352.00	.00
59101	INTERFUND TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL	INTERFUND TRANSFER-ROLLUP	.00	.00	.00	.00	.00	.00
59900	RESERVE FOR CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL	RESERVE FOR CONTINGENCY	.00	.00	.00	.00	.00	.00
TOTAL SHIP GRANT (2001-2002 F		5,572.00	.00	.00	.00	5,572.00	.00
TOTAL AFFORDBLE HOUSING FD/20		5,572.00	.00	.00	.00	5,572.00	.00
TOTAL REPORT		5,572.00	.00	.00	.00	5,572.00	.00

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2008 FY

11/19/07

TAYLOR COUNTY BOARD OF COMMISSIONERS

ACCOUNTING PERIOD: 2/08

REVENUE STATUS REPORT

SELECTION CRITERIA: orgn.fund="141"

FUND-141 AFFORDBLE HOUSING FD/2002

FUNCTION-141 FUND GROUP 141

ACTIVITY- TITLE NOT FOUND

TOTL/DEPT- TITLE NOT FOUND

ACCOUNT	TITLE	BUDGET	RECEIPTS	PERIOD RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3345010	AFFORD HOUSING GRANT-SHI	.00	.00	.00	.00	.00	.00
TOTAL	ECONOMIC ENVIRONMENT	.00	.00	.00	.00	.00	.00
TOTAL	STATE GRANTS (334XXXX)	.00	.00	.00	.00	.00	.00
3611010	INTEREST EARNED	.00	.00	.00	.00	.00	.00
TOTAL	INTEREST EARNINGS	.00	.00	.00	.00	.00	.00
3699030	RECAPTURE SHIP FUNDS	.00	.00	.00	.00	.00	.00
TOTAL	OTHER MISC. REVENUES	.00	.00	.00	.00	.00	.00
3811010	INTERFUND TRANSFER	.00	.00	.00	.00	.00	.00
TOTAL	INTERFUND TRANSFERS	.00	.00	.00	.00	.00	.00
3899010	CASH BROUGHT FORWARD	5,572.00	.00	.00	.00	5,572.00	.00
	TOTAL TITLE NOT FOUND	5,572.00	.00	.00	.00	5,572.00	.00
TOTAL	AFFORDBLE HOUSING FD/20	5,572.00	.00	.00	.00	5,572.00	.00
TOTAL REPORT		5,572.00	.00	.00	.00	5,572.00	.00

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MEMORANDUM

Date: November 20, 2007
To: Board of County Commissioners
From: Tammy Taylor, Finance Director
Subject: **2008 Budget -
2002/2003 Affordable Housing / SHIP Grant
Decrease \$3,608**

The 2008 FY budget for the 2003 SHIP Grant was prepared based on an estimated balance of unspent funds remaining as of 9/30/07. Subsequently, the 2003 SHIP Grant was closed-out (funds were transferred to the 2007 SHIP Grant.) Therefore, the 2008 FY budget is overstated.

The 2008 FY budget will be amended / REDUCED overall as follows:

Revenue:

142-3899010 Affordable Housing Fd/2003- Cash Brought Forward	(\$3,608)
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Expenditures:

SHIP Grant 2002/2003	
0408-54977 Recording Fees	(\$ 120)
0408-58321 Rehabilitation	(\$ 3,488)
Total	(\$ 3,608)

11/19/07

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

ACCOUNTING PERIOD: 2/08

SELECTION CRITERIA: orgn.orgn4="0408"

FUND-142 AFFORDBLE HOUSING FD/2003
FUNCTION-560 HUMAN SERVICES
ACTIVITY-569 OTHER HUMAN SERVICES
TOTL/DEPT-0408 SHIP GRANT (2002-2003 FY)

Closed 07 FYE

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
54909	SBA ADMIN./WIRE FEES	.00	.00	.00	.00	.00	.00
54977	RECORDING FEES	120.00	.00	.00	.00	120.00	.00
55101	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
55102	OFFC.EQUIP/FURN.<\$1,000	.00	.00	.00	.00	.00	.00
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
TOTAL	OPERATING EXPENSE ROLL-UP	120.00	.00	.00	.00	120.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL	CAPITAL OUTLAY ROLL-UP	.00	.00	.00	.00	.00	.00
58310	HOMEBUYERS ASSISTANCE	.00	.00	.00	.00	.00	.00
58321	REHABILITATION	3,488.00	.00	.00	.00	3,488.00	.00
58340	HOME OWNERSHIP COUNSELIN	.00	.00	.00	.00	.00	.00
58347	MITIGATION/RECOVERY	.00	.00	.00	.00	.00	.00
58348	DEMOLITION/CONSTRUCTION	.00	.00	.00	.00	.00	.00
TOTAL	OTHER GRANTS & AIDS-ROLL	3,488.00	.00	.00	.00	3,488.00	.00
TOTAL	GRANTS AND AIDS ROLL-UP	3,488.00	.00	.00	.00	3,488.00	.00
59101	INTERFUND TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL	INTERFUND TRANSFER-ROLLUP	.00	.00	.00	.00	.00	.00
TOTAL	SHIP GRANT (2002-2003 F	3,608.00	.00	.00	.00	3,608.00	.00
TOTAL	AFFORDBLE HOUSING FD/20	3,608.00	.00	.00	.00	3,608.00	.00
TOTAL REPORT		3,608.00	.00	.00	.00	3,608.00	.00

*S/O -
2003 FY*

11/19/07

TAYLOR COUNTY BOARD OF COMMISSIONERS

ACCOUNTING PERIOD: 2/08

REVENUE STATUS REPORT

SELECTION CRITERIA: orgn.fund="142"

FUND-142 AFFORDBLE HOUSING FD/2003

FUNCTION-142 FUND GROUP 142

ACTIVITY- TITLE NOT FOUND

TOTL/DEPT- TITLE NOT FOUND

ACCOUNT	TITLE	BUDGET	RECEIPTS	PERIOD RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3345010	AFFORD HOUSING GRANT-SHI	.00	.00	.00	.00	.00	.00
TOTAL	ECONOMIC ENVIRONMENT	.00	.00	.00	.00	.00	.00
TOTAL	STATE GRANTS (334XXXX)	.00	.00	.00	.00	.00	.00
3611010	INTEREST EARNED	.00	.00	.00	.00	.00	.00
TOTAL	INTEREST EARNINGS	.00	.00	.00	.00	.00	.00
3699030	RECAPTURE SHIP FUNDS	.00	.00	.00	.00	.00	.00
TOTAL	OTHER MISC. REVENUES	.00	.00	.00	.00	.00	.00
3811010	INTERFUND TRANSFER	.00	.00	.00	.00	.00	.00
TOTAL	INTERFUND TRANSFERS	.00	.00	.00	.00	.00	.00
3899010	CASH BROUGHT FORWARD	3,608.00	.00	.00	.00	3,608.00	.00
	TOTAL TITLE NOT FOUND	3,608.00	.00	.00	.00	3,608.00	.00
TOTAL	AFFORDBLE HOUSING FD/20	3,608.00	.00	.00	.00	3,608.00	.00
TOTAL REPORT		3,608.00	.00	.00	.00	3,608.00	.00

S/B
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MEMORANDUM

Date: November 20, 2007
To: Board of County Commissioners
From: Tammy Taylor, Finance Director
Subject: **2008 Budget -
2003/2004 Affordable Housing / SHIP Grant
Decrease \$15,210**

The 2008 FY budget for the 2004 SHIP Grant was prepared based on an estimated balance of unspent funds remaining as of 9/30/07. Subsequently, the 2004 SHIP Grant was closed-out (funds were transferred to the 2007 SHIP Grant.) Therefore, the 2008 FY budget is overstated.

The 2008 FY budget will be amended / REDUCED overall as follows:

Revenue:

143-3899010 Affordable Housing Fd/2004- Cash Brought Forward	(\$15,210)
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Expenditures:

SHIP Grant 2003/2004	
0409-53401 Contractual Services	(\$ 100)
0409-54977 Recording Fees	(\$ 110)
0409-58321 Rehabilitation	(\$15,000)
Total	(\$ 15,210)

ACCOUNTING PERIOD: 2/08

EXPENDITURE STATUS REPORT

SELECTION CRITERIA: orgn.orgn4="0409"

Closed '07 FYE

FUND-143 AFFORD. HOUSING FD/2004
FUNCTION-560 HUMAN SERVICES
ACTIVITY-569 OTHER HUMAN SERVICES
TOTL/DEPT-0409 SHIP GRANT 2003/2004

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	100.00	.00	.00	.00	100.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
54909	SBA ADMIN./WIRE FEES	.00	.00	.00	.00	.00	.00
54910	DRUG TESTING	.00	.00	.00	.00	.00	.00
54977	RECORDING FEES	110.00	.00	.00	.00	110.00	.00
55101	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
55102	OFFC.EQUIP/FURN.<\$1,000	.00	.00	.00	.00	.00	.00
55230	COMPUTER SOFTWARE	.00	.00	.00	.00	.00	.00
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
TOTAL	OPERATING EXPENSE ROLL-UP	210.00	.00	.00	.00	210.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.00	.00
TOTAL	CAPITAL OUTLAY ROLL-UP	.00	.00	.00	.00	.00	.00
58310	HOMEBUYERS ASSISTANCE	.00	.00	.00	.00	.00	.00
58321	REHABILITATION	15,000.00	.00	.00	.00	15,000.00	.00
58340	HOME OWNERSHIP COUNSELIN	.00	.00	.00	.00	.00	.00
58347	MITIGATION/RECOVERY	.00	.00	.00	.00	.00	.00
58348	DEMOLITION/CONSTRUCTION	.00	.00	.00	.00	.00	.00
TOTAL	OTHER GRANTS & AIDS-ROLL	15,000.00	.00	.00	.00	15,000.00	.00
TOTAL	GRANTS AND AIDS ROLL-UP	15,000.00	.00	.00	.00	15,000.00	.00
59101	INTERFUND TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL	INTERFUND TRANSFER-ROLLUP	.00	.00	.00	.00	.00	.00
TOTAL	SHIP GRANT 2003/2004	15,210.00	.00	.00	.00	15,210.00	.00
TOTAL	AFFORD. HOUSING FD/2004	15,210.00	.00	.00	.00	15,210.00	.00
TOTAL REPORT		15,210.00	.00	.00	.00	15,210.00	.00

*S/B - D -
2008 FY*

SELECTION CRITERIA: orgn.fund="143"

FUND-143 AFFORD. HOUSING FD/2004
 FUNCTION- TITLE NOT FOUND
 ACTIVITY- TITLE NOT FOUND
 TOTL/DEPT- TITLE NOT FOUND

ACCOUNT	TITLE	BUDGET	RECEIPTS	PERIOD RECEIVABLES	YEAR TO DATE REVENUE	AVAILABLE BALANCE	YTD/ BUD
3345010	AFFORD HOUSING GRANT-SHI	.00	.00	.00	.00	.00	.00
TOTAL	ECONOMIC ENVIRONMENT	.00	.00	.00	.00	.00	.00
TOTAL	STATE GRANTS (334XXXX)	.00	.00	.00	.00	.00	.00
3611010	INTEREST EARNED	.00	.00	.00	.00	.00	.00
TOTAL	INTEREST EARNINGS	.00	.00	.00	.00	.00	.00
3699010	MISC REVENUES	.00	.00	.00	.00	.00	.00
3699030	RECAPTURE SHIP FUNDS	.00	.00	.00	.00	.00	.00
TOTAL	OTHER MISC. REVENUES	.00	.00	.00	.00	.00	.00
3899010	CASH BROUGHT FORWARD	15,210.00	.00	.00	.00	15,210.00	.00
	TOTAL TITLE NOT FOUND	15,210.00	.00	.00	.00	15,210.00	.00
TOTAL	AFFORD. HOUSING FD/2004	15,210.00	.00	.00	.00	15,210.00	.00
TOTAL REPORT		15,210.00	.00	.00	.00	15,210.00	.00

Handwritten:
 JB
 2008
 EV
 (with an arrow pointing to the top right)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	FDOT Aviation Grant Contract
MEETING DATE REQUESTED:	November 27, 2007

Statement of Issue Respectfully requesting approval of the grant contract and resolution with FDOT Aviation Division for funding assistance for the design and repainting of airport runways and taxiways and replacement of runway and taxiway signs.

Recommended Action: Approval of grant contract and resolution.

Fiscal Impact: \$100,000 with no match from the county

Submitted By: Melody Cox **Contact:** Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: FDOT Aviation Division has awarded the county a grant in the amount of \$100,000 for the design and repainting of runways and taxiways and the replacement of the runway and taxiway signs. No cash match is required with the grant as we are waiving a match through the Rural Economic Development Initiative. We have developed a very good relationship with FDOT Aviation over the past few years and we have received over a million dollars in the past three years for airport improvements from FDOT with no match required of the county.

Options: Not approve grant contract.

Attachments: Grant Contract and Resolution.

RESOLUTION

WHEREAS, the Taylor County Board of County Commissioners, and the State of Florida Department of Transportation (FDOT) have determined it to be in their mutual interests to facilitate the development of the herein described project at the Perry-Foley Airport to wit:

**FOR THE DESIGN; REPAINTING OF RUNWAYS AND TAXIWAYS;
AND THE REPLACEMENT OF RUNWAY AND TAXIWAY SIGNS AT
THE PERRY-FOLEY AIRPORT
FINANCIAL PROJECT #42401519401**

WHEREAS, the State of Florida Department of Transportation and Taylor County Board of County Commissioners have agreed to the project; FDOT will be funding one hundred percent (100%) of the project, with the eligible project costs being no more than one hundred thousand dollars (\$100,000.00), as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and

WHEREAS, both parties now wish to formalize the agreement in the form of a Joint Participation Agreement (JPA).

NOW THEREFORE, be it resolved as follows:

1. The Taylor County Board of Commissioners confirms its desire to enter into a Joint Participation Agreement with the State of Florida Department of Transportation.
2. Project will be one hundred percent (100%) funded in the amount of one hundred thousand (\$100,000) or less by the Florida Department of Transportation under the Rural Economic Development Initiative.
3. Malcolm Page, Chairman, is herein authorized to execute this resolution on behalf of Taylor County Board of County Commissioners; and
4. Malcolm Page, Chairman of the Taylor County Board of County Commissioners, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation.

WITNESSETH: Adopted, the 27th day of November, 2007 in Regular Session by the Taylor County Board of County Commissioners.

Malcolm Page, Chairman

Attest: _____
Annie Mae Murphy, Clerk of Court

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
06/07
Page 1 of 14

Financial Project No.: 42401519401 <small>(item-segment-phase-sequence)</small>	Fund: DDR Function: 637 Federal No.: N/A	FLAIR Approp.: 088719 FLAIR Obj.: 750004 Org. Code: 55022020228
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: F596 000 317 009
CFDA Number: N/A	CSFA Number: 55004	

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
201 EAST GREEN STREET, PERRY, FLORIDA 32347 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before JUNE 30, 2009 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6)(Aviation Only)

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

FOR THE DESIGN; REPAINTING OF RUNWAYS AND TAXIWAYS; AND THE REPLACEMENT OF RUNWAY AND TAXIWAY SIGNS AT THE PERRY-FOLEY AIRPORT.

THIS PROJECT IS BEING FUNDED UNDER THE RURAL ECONOMIC DEVELOPEMENT INITIATIVE (REDI) PROGRAM AT 100% DEPARTMENT FUNDS.

and as further described in Exhibit(s) A, B, C, and D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 100,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 100,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage is is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Roland C. Luster
1109 South Marion Avenue
Mail Station 2018
Lake City, Florida 32025-5874

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Roland C. Luster
1109 South Marion Avenue
Mail Station 2018
Lake City, Florida 32025-5874

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Roland C. Luster
1109 South Marion Avenue
Mail Station 2018
Lake City, Florida 32025-5874

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Roland C. Luster
1109 South Marion Avenue
Mail Station 2018
Lake City, Florida 32025-5874
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Roland C. Luster
1109 South Marion Avenue
Mail Station 2018
Lake City, Florida 32025-5874
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District TWO Public Transportation Office LAKE CITY, FL, 32025-5874 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before JUNE 30, 2009. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Urban Area Transportation Manager. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 42401519401

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

THE TAYLOR COUNTY BOARD OF COUNTY
COMMISSIONERS

AGENCY NAME

Malcolm Page

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

Chairman

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

James G. Bennett, P.E., Urban Area Transportation

TITLE

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, 201 EAST GREEN STREET, PERRY, FLORIDA 32347, referenced by the above Financial Project Number.

PROJECT LOCATION:
PERRY-FOLEY AIRPORT
PERRY, FLORIDA
TAYLOR COUNTY

PROJECT DESCRIPTION: FOR THE DESIGN; REPAINTING OF RUNWAYS AND TAXIWAYS; AND THE REPLACEMENT OF RUNWAY AND TAXIWAY SIGNS AT THE PERRY-FOLEY AIRPORT.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department, which may result in termination and closure of the grant award:

- **No invoice activity for 6 months or**
- **No contract activity for 18 months.**

**EXHIBIT "B"
PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, 201 EAST GREEN STREET, PERRY, FLORIDA 32347, referenced by the above Financial Project Number.

I. PROJECT COST: **\$100,000.00**

TOTAL PROJECT COST: **\$100,000.00**

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA (%) or \$

Agency Participation
In-Kind (%) \$
Cash (%) \$
Other (%) \$

Maximum Department Participation,
Primary
(DS)(**DDR**)(DIM)(PORT) (100%) or \$100,000.00
Federal Reimbursable (DU)(FRA)(DFTA) (%) or \$
Local Reimbursable (DL) (%) or \$

TOTAL PROJECT COST **\$100,000.00**

NOTE: THE DEPARTMENT PARTICIPATION IN THIS PROJECT IS UP TO AND INCLUDING \$100,000.00.

EXHIBIT C AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of the Joint Participation Agreement between the State of Florida, Department of Transportation and THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS, 201 EAST GREEN STREET, PERRY, FLORIDA 32347.

A. General

1. Duration: The terms, conditions, and assurances of the Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date that the Agreement is executed. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

1. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

1. **Project Scope:** Execute the project in accordance with the approved project narrative or with approved modifications.
2. **Reports:** Furnish the Department with such periodic project and work activity reports as required.
3. **Public Information:** Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
4. **Disclosure:** Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
5. **Department Guidelines:** Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:
 - a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.
 - b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.
 - c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.
6. **No Implied Commitments:** Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. **Applicable Laws:** Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.
2. **Administration:** Maintain direct control of project administration, including:
 - a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.
 - b. Securing written permission from the Department to execute each agreement with any third party.
 - c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.
 - d. Establishing a project account for purchase of land interests.
 - e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

- a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
- b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.
- c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.
- d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

- a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.
- b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- c. Complete an airport master plan within two years of land purchase.
- d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

- a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.
- c. The project complies with all applicable building codes and other statutory requirements.

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- Manual on Uniform Traffic Control Devices

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

thereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Exhibit D

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

N/A

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
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SEE EXHIBIT D.1

Compliance Requirements

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

N/A

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

EXHIBIT D.1

State Projects Compliance Supplement

CSFA Fiscal Year 2007-2008

CSFA Number: 55.004

State Project Title: AVIATION DEVELOPMENT GRANTS

Agency: Department of Transportation

Program Objectives: The Aviation Grant Program is designed to provide a safe, cost-effective, and efficient statewide aviation system. Grant funds help airports build and maintain runways and taxiways, eliminate airport hazards, protect air space, and build terminals and other facilities.

Program Procedures: Florida law allows the Department to fund any capital project on airport property and any services that lead to capital projects, such as planning and design services. The only off-airport projects allowed are purchase of mitigation land, noise mitigation, purchase of aviation easements, and access projects for intercontinental airports. Airport capital equipment is eligible, except equipment closely related to day-to-day operations. Operational costs such as maintenance services, equipment, and supplies are not eligible for aviation grants.
(FDOT Aviation Grant Program Handbook)

To be eligible for Department grants, each airport project must be consistent with the airport role defined in the Florida Aviation System Plan, and capital projects must be part of the Department's approved airport master plan/layout. The Department's aviation grant programs include:

- Airport Planning;
- Airport Improvement;
- Land Acquisition;
- Airport Economic Development.

(FDOT Aviation Grant Program Handbook)

The Department Aviation Office has developed the "Guidebook for Airport Master Planning" (this document and others can be obtained through the internet at www.dot.state.fl.us/Aviation/Public.htm). This guidebook is the standard by which all master planning documents will be produced.

Compliance Requirement:

In developing audit procedures to test compliance with the requirements for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.

Activities Allowed: Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of

projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Costs:	See Part Three.
Cash Management:	See Part Three.
Eligibility:	Not applicable.
Equipment / Real Property Management:	Not applicable.
Matching:	Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only. (FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program. (FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Period of Availability: Not applicable.

Reporting: Not applicable.

Subrecipient Monitoring: Not applicable.

Special Tests Provisions: Not applicable.

[Go To CSFA Catalog Detail](#)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	River Entrance Lights Maintenance Contract
MEETING DATE REQUESTED:	11/27/07

Statement of Issue: Request approval of contract with Ken's Concrete Pumping Service, Inc. for River Entrance Lights Maintenance.

Recommended Action : Approve contract

Fiscal Impact : \$13,500

Submitted By: Clay Olson **Contact:** 838-3508

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Ken's Concrete Pumping Service, Inc. was the lowest bidder of the River Entrance Lights Maintenance project at a bid of \$4,500 annually. The scope of work consists of inspecting, testing and maintaining Taylor County's four river entrance lights at the mouth of the Aucilla, Econfina and Fenholloway Rivers, as well as the mouth of Spring Warrior Creek. The executed contract will be in effect for three years.

Options: Approve/Not approve

Attachments: Contract

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

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

November 16, 2007

VIA E-MAIL AND REGULAR MAIL

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

Re: River Entrance Light Maintenance Contract

Dear Lawanda:

I have reviewed the Contract you sent me on 11/14/07 and it looks okay to me as it is the same Contract we did in 2004.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy
Mr. Jack Brown

CONTRACT FORM

This contract made this _____ day of _____ between, Taylor County, Florida, hereinafter called the **COUNTY**, and Ken's Concrete Pumping Service, Inc. , hereinafter called the **CONTRACTOR**.

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

1. **SCOPE OF WORK** – See Attachment A – Scope of Services –

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract the sum as specified in the agreed upon bid for said work not to exceed **\$4,500 annually/\$1,125 quarterly.**

3. **DURATION OF CONTRACT.** The County shall take effect upon final execution of contract and be in effect for three years.

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

5. **TERMINATION OF THIS CONTRACT.** The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken.

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

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

6. **DEFAULT OF CONTRACT.** If the Contractor fails to begin the work under the Contract the County shall have full power or authority, without violating the contract, to take the work out of the hands of the Contractor and to declare the contract in default.

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

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

9. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence. The Contractor must provide Worker's Compensation Insurance on all employees working unless otherwise exempt. Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

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

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

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

13. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any questions regarding this project: Clay Olson, County Extension Director, 203 Forest Park Drive, Perry, FL 32348, (850)838-3508, e-mail: cbolson@ufl.edu.

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

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



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____, Chairman

ATTEST:

Annie Mae Murphy, Clerk

Witness:

By: _____
Contractor

STATE OF FLORIDA COUNTY OF TAYLOR

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

NOTARY PUBLIC
My Commission Expires: _____

Attachment A

SCOPE OF WORK

I. SUMMARY

1. The work shall consist of inspecting, testing and maintaining Taylor County's four (4) river entrance lights. These lights are located at the mouths of the Aucilla (Gamble Point), Econfina and Fenholloway Rivers, as well as at the mouth of Spring Warrior Creek.

II. GENERAL

1. All work is to be done in accordance with current Florida Fish and Wildlife Conservation Commission and United State Coast Guard Regulations.
2. Inspect and maintain the four river entrance lights on a quarterly basis.
3. Be available on an "on call" basis to repair river entrance lights as needed.
4. If major function or structural repairs to river entrance lights are deemed necessary, **a written estimate must be generated prior to performing work.** The responsible authority will determine the course of action suitable to address the needed repairs.
5. Inspect wooden light structures. Notify responsible agent if any repairs are deemed necessary.
6. Written quarterly reports detailing the performance and condition of each of the river entrance lights including replacement parts used as well as the condition of the wooden structures will be submitted quarterly to Jack R. Brown, County Administrator.

III. JOB SITE CONDITIONS

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

MATERIAL SPECIFICATIONS

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

(12)

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:** SHIP Down Payment Assistance for Esther Lynn Davis**MEETING DATE REQUESTED:** November 27, 2007**Statement of Issue:** SHIP Down payment Assistance for Esther Lynn Davis**Recommended Action:** To provide \$7000 for down payment assistance.**Fiscal Impact:** None (Grant)**Submitted By:** Joy Queen King, SHIP Coordinator **Contact:** Joy Q. King**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:** Esther Lynn Davis completed New Homebuyers Training on August 18, 2007. She qualifies for SHIP assistance and agrees to the terms of the second mortgage with Taylor County.**Options:** To approve or disapprove**Attachments:** Lender Cover Sheet



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS Lender Cover Sheet

Corrected

Mail to: Joy King, SHIP 201 E. Green Street Perry, FL 32347 850-838-3500 ext.8

(MAIL original document, no faxes or copies will be accepted)

From: USDA, RURAL Dev.

Date: 11/8/07

Subject: Homebuyer Assistance Applicant

** Fill out all applicable areas and put N/A in areas that do not apply**

Applicant's Name(s): Esther Lynn Davis

Lenders Name: USDA, RURAL Dev.

Closing Cost Total: \$ 7000.00

Break down of closing costs:

Loan Origination Fee: 0 Interest: 0 Appraisal Fee: 375.00 Credit Report: -0- Doc Stamps: -0- Document Prep: 0 Flood Cert Fee: 0 Express Mail: 34.25

Hazard Insurance: 583.00 Escrow Reserves: 343.99 Recording Fees: 71.00 + 22.00 = 93.00 Title Insurance Fee: 631.00 Intangible Tax: 0 Title Exam Fee: 0 Survey: 750.00 Other (Explain): Tax Service Fee - \$113.00

Down Payment: 3117.85

Total (sum of closing costs and down payment): \$ 7000

* SHIP to pay \$ 7000.00 borrower to pay \$ -0-

Property Address: 509 Judson Drive Perry, FL 32348 City Limits Yes No

Closing to be held Dec. 10th @ Fri 4th Abstract

The Taylor County Local Housing Partnership

in conjunction with the

**University of Florida
County Extension Office**

Award this

Home Buyer's Workshop

Certificate of Completion

to

Lynn Davis

Presented August 18, 2007

Deborah Humphreys
Deborah Humphreys
Extension Agent

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Interlocal Agreement with Doctors Memorial Hospital for Fuel
MEETING DATE REQUESTED:	11/27/07

Statement of Issue: Request Board approval of interlocal agreement with Doctors Memorial Hospital for the sale of fuel for EMS services.

Recommended Action: Approve interlocal agreement

Fiscal Impact: n/a

Submitted By: Jack R. Brown , County Administrator **Contact:** 838-3500 x 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In September of 2006 the Board approved an interlocal agreement with Doctors Memorial Hospital for the purchase of fuel for EMS services. The initial agreement was for one year. This agreement is cost saving for the hospital since the County can purchase fuel at a reduced price.

Options: Approve/Not Approve

Attachments: Interlocal agreement.

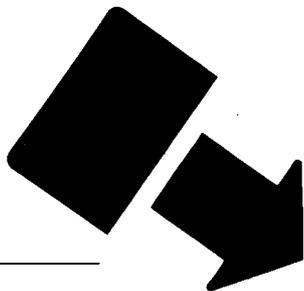
INTERLOCAL AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY AND DOCTORS MEMORIAL HOSPITAL.
A NON-PROFIT FLORIDA CORPORATION

THIS INTERLOCAL AGREEMENT entered into this _____ day of _____, 2007, by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, hereinafter referred to as "County" and DOCTORS MEMORIAL HOSPITAL, A NON-PROFIT FLORIDA CORPORATION, hereinafter referred to as "DMH".

In consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. DMH runs and operates the EMS and needs fuel to operate the ambulances.
2. The County agrees to sell fuel to DMH for the operation of the ambulances.
3. This Agreement is for a period of _____ from the date of the signing of this Agreement.
4. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party. The contact person for the county is the County Administrator and the contact person for DMH is DMH Administrator.
5. This Agreement is entered into in the State of Florida and shall be governed by the laws of the State of Florida. Taylor County shall be the venue for any litigation under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2007.



COUNTY:

WITNESS

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

WITNESS

STATE OF FLORIDA)

COUNTY OF TAYLOR)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____ on behalf of the COUNTY to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same and produced _____ as identification.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2007.

NOTARY PUBLIC

My Commission Expires:

DOCTORS MEMORIAL HOSPITAL:

CHARLES DARCY

WITNESS

WITNESS

STATE OF FLORIDA)

COUNTY OF TAYLOR)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CHARLES DARCY on behalf of DOCTORS MEMORIAL HOSPITAL to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same and produced _____ as identification.

WITNESS my hand and official seal in the county and state last aforesaid this _____ day of _____, 2007.

NOTARY PUBLIC

My Commission Expires:

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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

Wayne D. (Buddy) Humphries, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 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

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

Please fill out this form completely and return to the County Administrator for approval. The **deadline** to receive Board Agenda requests is the Wednesday preceding the Board Meeting date at 10:00am. Board meetings are held the first Monday and third Tuesday each month, unless otherwise specified. County Administrator will have final approval on all agenda requests. If approved, please supply any supporting documentation. **Nine copies will be needed.**

Rick Breer
Name of person-making request

584-5627
Contact Phone

Taylor County Development Authority
Organization

838-4838
Contact Phone

Rick Breer
Name of person attending the meeting

P.O. Box 449
Mailing address

11-20-07
Board Meeting Date Requested

Agenda Item Request: Request Authorization of Local Incentive
Payment to S1 Marine.

Office Use Only

Received Date: _____
Approved: Yes No
Contacted Date/Time: _____

TAYLOR
COUNTY
DEVELOPMENT
AUTHORITY

TCDA Memo

To: County Commissioners
From: Rick Breer, TCDA
CC: County Attorney, County Administrator
Date: November 9, 2007
Re: Job Development Incentive Payments for S1 Marine

Attached is the application for local Job Development incentive from S1 Marine (Sport-Craft).

The S1 Marine application is a signed application dated November 8, 2007 with corrected new quality job figures agreed upon after the TCDA had completed its due diligence. I also enclose a copy of the original application.

The Job Development application has been verified by the TCDA. The TCDA Board of Directors will be voting on recommending that the Board of County Commissioners (BOCC) authorize payment at a meeting on November 19, 2007.

At the beginning of 2006, as S1 Marine was starting up in Taylor County, the TCDA made an agreement with S1 Marine that we would cover the initial \$10,000 in WastePro fees to facilitate the necessary cleanup involved with starting production. Chairman of the BOCC at that time, Darryl Gunter, was a party to the agreement. S1 Marine agreed that the TCDA would recover its \$10,000 from its first job development incentive payment. So the attached worksheet reflects a \$10,805 payment to the TCDA and a \$5,295 payment to S1 Marine.

I have also attached a Local Incentives Payments History worksheet for your perusal.

Thank you for all of your assistance. If there is anything additional you would like from me on this subject, I am at your disposal. You can reach me at 584-5627. Thanks.

Rick

Taylor County Local Incentive Application
Submit Application to Taylor County Development Authority

Company Name: S1 Marine Mfg LLC

Address: 1290 Houck Road

City, State, Zip: Perry, FL 32348

Incentive applied for: Job Development Capital Investment
Application Period: January 1, 2006 to September 30, 2007

Job Development Incentive (Maximum per participant is \$50,000): (Application minimum is 5)
Attach quarterly 941 reports for application period plus the quarterly 941 report immediately prior to application period.

Total # of new quality jobs created	<u>17</u>	Total Incentive amount	<u>\$16,100</u>
# whose salary is equal to or greater than \$15.30/hr	<u>2</u>	x \$ 2000	<u>\$ 4,000</u>
# whose salary is between \$13.30/hr and \$15.29/hr.	<u>2</u>	x \$ 1500	<u>\$3,000</u>
# whose salary is between \$9.31/hr and \$13.29/hr.	<u>13</u>	x \$ 700	<u>\$ 9,100</u>

Total \$16,100 - 5% Administrative fee \$ 805 = Due Applicant \$15,295

Capital Investment Incentive (Maximum per participant is \$50,000)
A business must demonstrate the Property Appraiser has added the Capital Investment Amount to the tax rolls.)

Total Capital Investment during Application Period _____
1% Rate for Capital Improvements multiply by 1% _____
Capital Incentive Credit Due Participant _____

Job Development Incentive: The signature below certifies that the applicant's full-time year-round employment within Taylor County, Florida equals 90% of the total payroll. I certify that all new jobs enumerated above receive an employer paid benefits contribution equal to or greater than \$ 324 monthly. (Please attach supporting benefits documentation.)

Capital Investment: The signature below certifies that all capital investment listed above occurred in buildings, fixtures and improvements to real and personal tangible (specifically excluding inventory) property located in Taylor County, Florida. (Please attach supporting capital improvement documentation.)

Date: 11-8-07
Signature: [Handwritten Signature]
Title: Administrator

P.O. Box 449
Phone: 850-584-5627

Perry, Florida 32348
email: tcda@gtcom.net

Draft

Taylor County Local Incentive Application
Submit Application to Taylor County Development Authority

Company Name: SI MARINE, LLC

Address: 1290 Hooker Rd

City, State, Zip: PERRY, FL 32348

Incentive applied for: Job Development Capital Investment

Application Period: JAN 1, 2007 to Sept 30, 2007

Job Development Incentive (Maximum per participant is \$50,000): (Application minimum is 5)
Attach quarterly 941 reports for application period plus the quarterly 941 report immediately prior to application period.

Total # of new quality jobs created	<u>30</u>	Total Incentive amount	<u>31,800</u>
# whose salary is equal to or greater than \$15.30/hr .	<u>4</u>	x \$ 2000	<u>8,000.-</u>
# whose salary is between \$13.30/hr and \$15.29/hr.	<u>7</u>	x \$ 1500	<u>10,500.-</u>
# whose salary is between \$9.31/hr and \$13.29/hr.	<u>19</u>	x \$ 700	<u>13,300.-</u>

Capital Investment Incentive (Maximum per participant is \$50,000)

A business must demonstrate the Property Appraiser has added the Capital Investment Amount to the tax rolls.)

Total Capital Investment during Application Period _____

1% Rate for Capital Improvements multiply by _____ 1%

Capital Incentive Credit Due Participant _____

Job Development Incentive: The signature below certifies that the applicant's full-time year-round employment within Taylor County, Florida equals 90% of the total payroll. I certify that all new jobs enumerated above receive an employer paid benefits contribution equal to or greater than \$ 324 monthly. (Please attach supporting benefits documentation.)

Capital Investment: The signature below certifies that all capital investment listed above occurred in buildings, fixtures and improvements to real and personal tangible (specifically excluding inventory) property located in Taylor County, Florida. (Please attach supporting capital improvement documentation.)

Date: 10-26-07

Signature: M. Manville

Title: Administrator

P.O. Box 449
Phone: 850-584-5627

Perry, Florida 32348
email: tcda@gtcom.net

2007-2008 Local Incentive Payments

	Jobs @ \$2000	Jobs @ \$1500	Jobs @ \$700		
S1 Marine	2	2	13	\$16,100	
TCDA Admin fee				\$805	
Owed by S1 Marine to TCDA*				\$10,000	
Due TCDA					\$10,805
Due S1 Marine					\$5,295

2007-2008 BOCC Budget \$200,000

*=WastePro fees

Local Incentive Payments History

		2006-2007	2007-2008	2008-2009	2009-2010	Job Development \$50,000 Cap Room	Capital Investment \$50,000 Cap Room
Lance Manufacturing							
Job Development	37	\$41,000				\$9,000	
Admin Fee		\$2,050					
Check Amount		\$38,950					
QTI payment		\$4,000					
Capital Investment Credit		\$50,000					\$0
Ad Valorem Tax Exemption		\$36,000					
A Mining Group	21						
Job Development		\$20,500				\$29,500	
Admin Fee		\$1,025					
Check Amount		\$19,475					
S1 Marine			17				
Job Development			\$16,100			\$33,900	
Admin Fee			\$805				
Owed by S1 Marine to TCDA			\$10,000				
Check Amount			\$5,295				

red = waived

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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney
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(850) 584-2433 Fax

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

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Steven Minnis 386.362.1001
Name of person making request Contact Phone

Suwannee River Water Management District 386.362.1001
Organization Contact Phone

Steven Minnis
Name of person attending the meeting
9225 CR 49, Live Oak, FL 32060
Mailing address

November 27, 2007
Board Meeting Date Requested

Agenda Item Request:
FEMA Map Modernization Update

I need to have a time certain for 6:00 pm. I have the same presentation to the City of Perry scheduled for 6:30 pm. Please check with Kenneth Dudley.

Office Use Only

Received Date: _____
Approved: Yes No
Contacted Date/Time: _____

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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Auley Rowell, Task Force Chair
Name of person making request

850-838-6124
Contact Phone

Taylor County Vision 2060
Organization

407-422-3330
Contact Phone

Jim Sellen, MSCW
Name of person attending the meeting
4750 New Broad St, Orlando, FL
Mailing address

Tuesday, November 27, 2007
Board Meeting Date Requested

Agenda Item Request:
Taylor County Vision 2060 update

Jim Sellen, MSCW, will provide a brief progress report on the status of the Vision 2060 process and schedule of upcoming meetings, including Task Force review of the vision alternatives and selection of a preferred alternative. Mr. Sellen will also provide a brief description of the relationship of Vision 2060 to the Comprehensive Plan amendment grant from the Department of Community Affairs.

Taylor County Vision 2060 is a community-based planning process. The desired result of the process is a vision of how Taylor County could look in 50 years, including action plans and benchmarks to measure progress.

Office Use Only

Received Date: _____
Approved: Yes No _____
Contacted Date/Time: _____

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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Oscar M. Howard, III "Trey" *O.M.H.*
Name of person making request

(850) 584-4980
Contact Phone

John E. Loughridge Trust
Organization

(850) 843-1292
Contact Phone

Oscar M. Howard, III "Trey", attorney for Memorie Loughridge
Name of person attending the meeting

P.O. Box 22, Perry, FL 32348
Mailing address

November 27, 2007
Board Meeting Date Requested

Agenda Item Request:
Request to set a public hearing at the December 18, 2007 Board of County

Commissioners meeting regarding Loughridge/ Taylor County land exchange.

Office Use Only

Received Date: _____
Approved: Yes No
Contacted Date/Time: _____

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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

JACK R. BROWN, COUNTY ADMINISTRATOR
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 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

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TREY HOWARD
Name of person making request

584-4980
Contact Phone

FLORIDA SILVICULTURE
Organization

843-1292
Contact Phone

TREY HOWARD
Name of person attending the meeting

PO BOX 22 PERRY, FL 32348
Mailing address

11/27/07
Board Meeting Date Requested

Agenda Item Request:

REQUEST R/W USE PERMIT FOR APPROX
6500 FT OF CONNELL GRADE, FOR UNDERGROUND
UTILITY

Office Use Only
Received Date: _____
Approved: Yes No _____
Contacted Date/Time: _____

APPLICATION FOR COUNTY RIGHT-OF-WAY USE PERMIT

DATED: 11/20/07

APPLICANT: Florida Silviculture & Timberland, LLC (Trey Howard, Agent)

ADDRESS: P.O. Box 22, Perry, FL 32348 TELEPHONE NO: (850) 584-4980

Applicant requests permission from TAYLOR COUNTY, hereinafter called the "COUNTY", to

construct, operate and maintain A utility line under the Connell

Grade. Minimum depth would be 48 inches.

1. Applicant declares that prior to filing this Application he has ascertained the location of all existing utilities, both aerial and underground and the accurate locations are shown on the sketches.
2. Applicant has sent a letter of notification to the utilities affected - Yes () No ()
3. It is expressly stipulated that the granting of this Application is a license for permissive use only and that the placing of utilities upon public property pursuant to approval of this Application shall not operate to create or vest any property right in said holder.
4. Whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of said road/property as determined by the COUNTY, any or all of said poles, wires, pipes, cables or other facilities authorized herein shall be immediately removed from said road or reset or relocated thereon as required by the COUNTY and at the expense of the applicant unless reimbursement is authorized.
5. All work shall meet COUNTY standards and be performed under the supervision of the County Public Works Director or his designee.
6. All materials and equipment may be subject to inspection by the COUNTY.
7. All COUNTY property shall be restored to its original condition as far as practical, in keeping with COUNTY specifications, and in the manner satisfactory to the COUNTY with exception of approved/applied structures contained with the approval of this application.
8. A sketch covering details of this installation/use shall be made a part of this Application.
9. This Applicant shall commence actual construction in good faith within 60 days from the date of said Application approval and shall be completed within 120 days. If the beginning date is more than 60 days from the date of the Application approval, then Applicant must renew the Application with the County Public Works Director to make

sure no changes have occurred in the road/property that would affect the permitted construction.

10. The construction and maintenance of such utility/structure shall not interfere with the property and rights of a prior applicant.

11. Special conditions: **The issuance of this permit does not relinquish any County rights to said right-of-way. This right-of-way will remain open to the public and will not be fenced, gated or otherwise blocked off. This permit does not constitute any obligation on the County to maintain or improve said right-of-way, now or in the future.**

12. Special instructions: **No pavement will be cut. In accordance with Taylor County Land Development Code, Section 42-899, no facilities, buildings, sheds, fences, or other structures may be constructed on County right-of-way unless expressly named in this application and approved by the Taylor County Board of County Commissioners. It will be the responsibility of the permit holder to remove all debris created from site work from County right-of-way and adjacent properties.**

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder, and the holder will, at all times, assume all risk of and indemnify, defend, and save harmless the COUNTY from and against any and all loss, damage, and cost of expenses arising in any manner on account of the exercise of attempted exercises by said holder of the aforesaid rights and privileges.

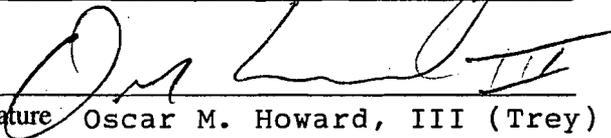
14. During construction, all safety regulations of the COUNTY shall be observed and the holder must take measures, including placing and display of safety devices that may be necessary in order to safely conduct the public through the project are in accordance with the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

15. The County Public Works Director shall be notified twenty-four (24) hours prior to starting work and again immediately upon completion of work.

16. The Applicant, in consideration of COUNTY, authorizing and granting to Applicant the right, privilege, and license herein requested does upon the approval by COUNTY of this Application, acquit, release, exonerate, and discharge COUNTY, its successors, employees, agents, representatives, attorneys, officers, directors, and assigns, from any and all liability for damages, or harm that might be done to Applicant's said property constructed and maintained by Applicant pursuant to such Application for Utility Construction Authorization and agrees to hold COUNTY harmless from third party claims, except for damages caused to such property of Applicant because of the negligence or intentional act(s) of COUNTY's said successors, employees, agents, representatives, attorneys, officers, directors, and assigns.

17. In case of non-compliance with the COUNTY's requirements in effect as of the approved date of this Application, this authorization is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the County.
18. This County Right-of-Way Use Permit Application is in accordance with Taylor County Land Development Regulation, Section 12.07.05.

Submitted by: Florida Silviculture & Timberland, LLC
Applicant

Attorney, 
Title and Signature Oscar M. Howard, III (Trey)

Recommended for approval _____

Title _____ Date _____

Approved by: _____ Date _____

Chairman
Board of County Commissioners of Taylor County

OSCAR M. HOWARD, III
ATTORNEY AT LAW, P.A.

315 WEST GREEN STREET, SUITE 100
POST OFFICE BOX 22
PERRY, FLORIDA 32348
TEL: 850-584-4980
FAX: 850-584-4985

Tri-County Electric
Co-Operative, Inc.
Attn. Mr. Ray Williams
Post Office Box 208
Madison, Florida 32341

November 20, 2007

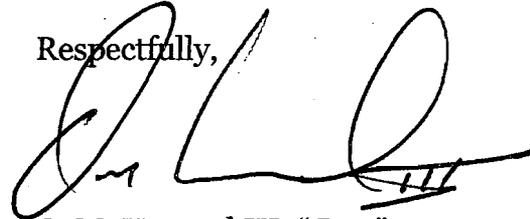
Re: Utility lines for Florida Silviculture

Dear Mr. Williams:

I hope this letter finds you well. I am writing to confirm our conversation earlier today. As we discussed on the phone my clients have run out of options to run utility lines to the tract you and I rode out behind Buckeye. One of the last options we have left is to request a right-of-way use permit from the Taylor County Board of County Commissioners and run underground power from the old Fenholloway bridge to the beginning of my client's property on the Connell Grade. This is approximately 6500 feet. I plan to do this at the November 27, 2007 TCBOCC Meeting. I appreciate all of your assistance in this matter as of this time, and look forward to working with you in the future.

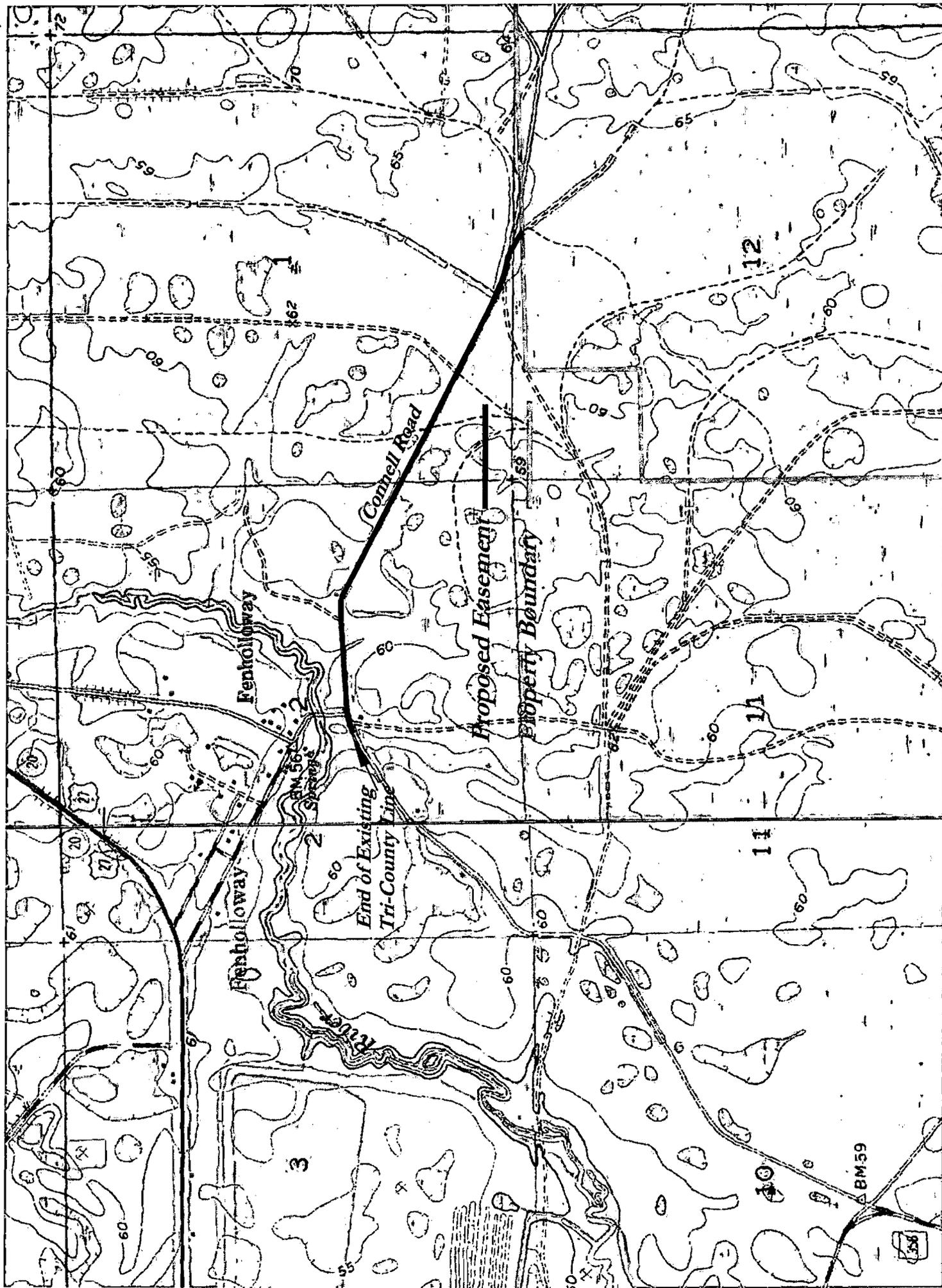
If you should have any questions please do not hesitate to call me. My office number is above and my mobile is 850-843-1292.

Respectfully,

A handwritten signature in black ink, appearing to be 'O. M. Howard III', written over a horizontal line.

O. M. Howard III, "Trey"

cc: client



TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	Removal of Fixed Assets From County Inventory
MEETING DATE REQUESTED:	11/27/2007

Statement of Issue To discuss County Fire Rescue inventory and recommended action of removal of missing and hard to track fixed assets as recommended by the MIS department.

Recommended Action Remove missing and other recommended assets from county inventory.

Fiscal Impact See Attached

Submitted By: Bobby Lewis **Contact:** Bobby Lewis

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: County Fire has been identified as an area of concern in regards to fixed asset management. The MIS department in cooperation with the Public Safety Director has developed a proposed solution to resolve this issue.

Options:

Approve/Not Approve

Attachments:

Missing Assets List (Organized By Type of Asset)

Assets Located Without Property Numbers List

List of Recommended Assets for Removal from Inventory.

Summary of Assets Missing by Type of Assets

Monday, November 19, 2007

County Fire Department

AIR BOTTLES	4
AIR MASK	5
1" NOZZLE	0
1 1/2" NOZZLE	2
24' LADDER	2
PAGER	1
FOG NOZZLE	3
GENERATOR	1
RADIO	3
CD REWRITER	1
COMPUTER	1
RECLINER	1
DIGITAL CAMERA	2
BREATHING APPARATUS	6
MONITOR	2
CHAIR	1
RADIO PACKAGE	1
WINCH	1
REMOUNT RADIO PACKAGE	1
TOTAL ITEMS:	38

Volunteer Fire Department

BREATHING APPARATUS	10
FLOTA PUMP	2
AIR BOTTLES	8
SHINWA CHARGERS	1
2.5" VALUE W/15 & 10 ADAP	1
TEST BOOSTER HOSE	1
FOAM ENDUCTOR	2
AIR MASK	9
GENERATOR	3
24' LADDER	1
STAIR CHAIR	1
RADIO	14
BOOSTER REEL	1
PAGER	6
PORTABLE PUMP	1
1 1/2" NOZZLE	3
2.5" NOZZLE	2
1" NOZZLE	1
CHAINSAW	2
CSI ENCODER	2
TRANSFER SWITCH 8 CIR	5

SIREN Q2B PEDESTAL MOUNT

3

TOTAL ITEMS:

79

COUNTY ASSETS WITHOUT BOCC NUMBERS

Monday, November 19, 2007

Air packs	4
Air Bottles	35
10' Ladder	5
14' Ladder	5
24' Ladder	5
Generator	3
Radio	4
Nozzle	7
Aspirating Nozzle	1
1" Nozzle	8
1.3/4"	3
1.5" Nozzle	13
2.5" Nozzle	4
Spanner/hydrant wrench holder	1
Vac. Vent fan	3
Foam Inductor	2
Hale Pump	1
Hydraulic Pump	2
Monitor	1
Halogen Pump	1
Stack Tip/Shaker	1
Booster Hoses	5
Hose Reel	3
Suction Hoses	2
Light Bar	1
Strobe	5
Amplifier	1
Total:	126

COUNTY INVENTORY

County Fire Department

IN = COMPLETED INVENTORIED

MISSING = NOT LOCATED

ITEM	BCC#	Purchased	Serial Number	Price	Status
AIR TANK SPAIR	2449	6/4/1985		\$ 241.25	IN
AIR TANK SPAIR	2450	6/4/1985		\$ 241.25	MISSING
1 1/2 TURBOJET NOZZLE	2530	9/30/1986		\$ 270.00	IN
2.5 TURBOJET NOZZLE	2544	5/8/1992		\$ 345.00	IN
GENERATOR	2567	2/3/1987		\$ 986.00	MISSING
AKRON 1725P NOZZLES	2574	3/3/1987		\$ 303.70	IN
AKRON 1725P NOZZLES	2575	3/3/1987		\$ 223.40	IN
1 1/2 NOZZLE	2579	3/3/1987		\$ 247.25	MISSING
LIGHTWEIGHT TURBOJET NOZZLE	2588	4/7/1987		\$ 290.00	MISSING
DUAL CONTROL MANUAL	2591	4/7/1987		\$ 206.00	MISSING
FOAM ECUCTOR	2638	5/7/1985		\$ 210.00	IN
24' EXT. LADDER	2655	6/3/1987	103879	\$ 350.00	MISSING
AIR MASK	2898	1/17/1989		\$ 1,075.00	MISSING
PAGER ENCODER	3290	5/31/1991		\$ 369.62	IN
1 1/2 NOZZLE	3532	8/12/1993		\$ 283.00	IN
1 1/2 NOZZLE	3534	8/12/1993		\$ 283.00	IN
AKRON 1701 1" NOZZLES	3827	9/19/1995		\$ 289.00	IN
AIR TANK	3848	5/16/1995	ALT 545A-21531	\$ 300.00	IN
MARK TRAC VHF 100	3965	11/21/1995	776TVQ3683	\$ 1,116.00	MISSING
AIR BOTTLE	4021	3/19/1996	24871	\$ 300.00	MISSING
AIR BOTTLE	4023	3/19/1996	26078	\$ 300.00	IN
AIR BOTTLE	4031	6/17/1997	4783	\$ 342.00	IN
MINITOR III PAGER	4500	5/19/1998	253BYL25TS	\$ 357.00	MISSING
TURBOJET NOZZLE	4619	9/30/1998	AK1118	\$ 461.72	IN
AKRON PIERCING NOZZLE	4914	1/3/2000		\$ 487.87	MISSING
AKRON PIERCING NOZZLE	4915	1/3/2000		\$ 487.87	IN
EXTERNAL CD REWRITER	5282	11/21/2000		\$ 225.00	MISSING
DESKPRO WORKSTATION	5411	8/24/2001		\$ 2,147.65	MISSING

ASSETS RECOMMENDED FOR REMOVAL

11/27/2007

DIGITAL CAMERA	5680	9/30/2002		\$ 368.48	MISSING
DIGITAL CAMERA	5681	9/30/2002		\$ 368.48	MISSING
SCBA PACK	6064	9/30/2003		\$ 2,087.00	MISSING
SCBA PACK	6069	9/30/2003		\$ 2,087.00	MISSING
AIR BOTTLE	6070	9/30/2003	6271-713	\$ 694.00	IN
AIR BOTTLE	6071	9/30/2003	6271-683	\$ 694.00	MISSING
AIR BOTTLE	6072	9/30/2003	271-598	\$ 694.00	IN
AIR BOTTLE	6073	9/30/2003	6271-712	\$ 694.00	IN
AIR BOTTLE	6074	9/30/2003	6271-687	\$ 694.00	MISSING
AIR BOTTLE	6075	9/30/2003	6271-714	\$ 694.00	IN
AIR BOTTLE	6076	9/30/2003	6271-618	\$ 694.00	IN
AIR BOTTLE	6077	9/30/2003	6271-661	\$ 694.00	IN
AIR BOTTLE	6078	9/30/2003	6271-616	\$ 694.00	IN
AIR BOTTLE	6079	9/30/2003	6271-699	\$ 694.00	IN
AIR BOTTLE	6080	9/30/2003	6271-668	\$ 694.00	MISSING
AIR BOTTLE	6081	9/30/2003	6271-669	\$ 694.00	MISSING
MASK	6082	9/30/2003	1548022	\$ 338.00	MISSING
MASK	6083	9/30/2003	15468059	\$ 338.00	MISSING
MASK	6084	9/30/2003	15468038	\$ 338.00	IN
MASK	6085	9/30/2003	11808004	\$ 338.00	IN
MASK	6086	9/30/2003	15468017	\$ 338.00	MISSING
MASK	6087	9/30/2003	15468050	\$ 338.00	MISSING
PHONE	6233	8/2/2004	213F110486	\$ 285.70	MISSING
PHONE	6234	8/2/2004	213F110481	\$ 285.70	IN
PHONE	6235	8/2/2004	213F110483	\$ 285.70	IN
PHONE	6236	8/2/2004	036WEG00XV	\$ 285.70	MISSING
FOG NOZZLE	6340	9/30/2004	TFTFY7-1190	\$ 449.00	IN
FOG NOZZLE	6341	9/30/2004	TFT-FY7-1171	\$ 449.00	MISSING
FOG NOZZLE	6342	9/30/2004	TFT-FY7-1170	\$ 449.00	MISSING
PVC SUCTION HOSE	6343	9/30/2004		\$ 350.00	IN
PVC SUCTION HOSE	6344	9/30/2004		\$ 350.00	IN
ATTIC LADDER	6345	9/30/2004	368326	\$ 270.00	IN
14" ROOF LADDER	6346	9/30/2004	366826	\$ 230.00	IN
24FT TWO SECTION LADDER	6347	9/30/2004	368819	\$ 500.00	MISSING
NOZZLE	6349	9/30/2004	TFT-M46-3582	\$ 250.00	IN
FOG NOZZLE W/ PISTOL GRIP	6350	9/30/2004	TFT-D47-2643	\$ 379.00	MISSING
THUNDER FOG W/PISTOL GRIP	6351	9/30/2004	TFT-J46-1067	\$ 538.00	IN

ASSETS RECOMMENDED FOR REMOVAL

11/27/2007

CHAIR	6389	12/14/2004	\$ 261.36	MISSING
FOLDING LADDER	6506	6/29/2005	\$ 197.60	MISSING
AIR PACK	6566	9/30/2005	\$3,500.00	MISSING
RADIO PACKAGE	6571	9/30/2005	\$2,130.08	MISSING
NOZZLE	6588	9/30/2005	\$ 379.00	MISSING
1" BOOSTER HOSE	6589	9/30/2005	\$ 325.00	MISSING
1" BOOSTER HOSE	6590	9/30/2005	\$ 325.00	MISSING
2 1/2 HOSE	6591	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6592	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6593	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6594	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6595	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6596	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6597	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6598	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6599	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6600	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6601	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6602	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6603	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6604	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6605	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6606	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6607	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6608	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6609	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6610	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6611	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6612	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6613	9/30/2005	\$ 195.00	IN
2 1/2 HOSE	6614	9/30/2005	\$ 195.00	IN
NOZZLE	6615	9/30/2005	\$ 538.00	MISSING
PVC SUCTION HOSE	6616	9/30/2005	\$ 350.00	IN
PVC SUCTION HOSE	6617	9/30/2005	\$ 350.00	IN
10' FOLDING LADDER	6618	9/30/2005	\$ 270.00	IN
14' FOLDING LADDER	6619	9/30/2005	\$ 230.00	IN
MONITOR	6625	9/30/2005	\$ 300.00	MISSING

ASSETS RECOMMENDED FOR REMOVAL

11/27/2007

PIERCING NOZZLE	6643	9/30/2005	\$ 650.00	IN
PIERCING NOZZLE	6644	9/30/2005	\$ 650.00	IN
PIERCING NOZZLE	6645	9/30/2005	\$ 650.00	MISSING
WINCH	6652	9/30/2005	\$ 899.00	MISSING
REMOTE MOUNT RADIO	6653	9/30/2005	\$ 1,995.17	MISSING
24' LADDER	6662	9/30/2005	\$ 449.00	MISSING
1 1/2 NOZZLE	6663	9/30/2005	\$ 449.00	MISSING
1 1/2 NOZZLE	6664	9/30/2005	\$ 449.00	MISSING
AIR PACK	6805	9/21/2006	\$ 3,800.00	MISSING
AIR PACK	6806	9/21/2006	\$ 3,800.00	MISSING
		GRAND TOTAL	\$60,989.55	

COUNTY VOLUNTEER FIRE DEPARTMENT

ITEM	BCC#	Purchased	Serial Number	Price	Status
GLOBE GUARDSMAN AIR MASK W/CASE	2139	6/5/1979		\$ 615.00	IN
BREATHING APPARTAUS	2244	7/20/1982		\$ 856.25	MISSING
BREATHING APPARTAUS	2245	7/20/1982		\$ 856.25	MISSING
BREATHING APPARTAUS	2261	7/20/1982	815	\$ 850.00	MISSING
WATEROUS FLOTA PUMP	2265	4/19/1983		\$ 976.00	MISSING
BREATHING APPARTAUS	2232	4/19/1993	827	\$ 850.00	MISSING
BREATHING APPARTAUS	2434	4/19/1993		\$ 960.20	IN
AIR TANK SPARE	2435	6/4/1985	88278	\$ 241.25	MISSING
AIR TANK SPARE	2436	6/4/1985		\$ 241.25	IN
BREATHING APPARTAUS	2437	6/4/1985		\$ 960.20	IN
BREATHING APPARTAUS	2438	6/4/1985		\$ 960.20	MISSING
AIR TANK SPARE	2443	6/4/1985	WK9984	\$ 241.25	IN
BREATHING APPARTAUS	2451	3/4/1986	7190	\$ 558.50	IN
BREATHING APPARTAUS	2452	3/4/1986	7191	\$ 558.50	IN
AIR BOTTLE	2470	6/3/1986		\$ 212.00	MISSING
1 1/2 TURBOJET NOZZLE	2531	9/30/1986		\$ 270.00	MISSING
SHINWA MONOPAGE CHARGER	2535	5/8/1982	15562	\$ 290.00	IN
SHINWA MONOPAGE CHARGER	2536	5/8/1982	15563	\$ 290.00	MISSING
2 1/2" VALVE	2552	12/2/1986		\$ 210.00	MISSING
ARKON 3120 2 1/2 NST 120 GPM	2576	3/3/1987		\$ 276.30	IN
215-1 ID 400 TEST BOOSER HOSE	2581	3/3/2019		\$ 323.00	MISSING
2.5 VALUE W/ #15 & #10 ADAP	2552	12/2/1986		\$ 210.00	MISSING
CYLINDER	2468	6/3/1986	T118063	\$ 212.00	IN
CYLINDER	2470	6/3/1986	118062	\$ 212.00	IN
FOAM EDUCTOR	2634	5/7/1985		\$ 210.00	IN
FOAM EDUCTOR	2636	5/7/1985		\$ 210.00	IN
FOAM EDUCTOR	2637	5/7/1985		\$ 210.00	MISSING
FOAM EDUCTOR	2639	5/7/1985		\$ 210.00	MISSING
FOAM EDUCTOR	2641	5/7/1985		\$ 210.00	MISSING
FOAM EDUCTOR	2642	5/7/1985		\$ 210.00	MISSING
HOSE REWIND KIT	2676	9/16/1987	9912	\$ 387.00	IN
GUARDNAM/NYLON	2689	1/19/1988	9987	\$ 583.50	IN
GUARDNAM/NYLON	2690	1/19/1988	9988	\$ 538.50	MISSING

CYLINDER 1	2691	1/19/1988	163205	\$	212.00	IN
CYLINDER 2	2692	1/19/1988	163252	\$	212.00	IN
GUARDGMAN	2709	12/15/87	9683	\$	558.50	IN
ALUM CYLINDER	2710	12/15/87	T160395	\$	212.00	IN
ALUM CYLINDER	2711	12/15/87	160410	\$	212.00	IN
ALUM CYLINDER	2712	2/16/1988	T160422	\$	212.00	IN
GUARDSMAN/NYLON	2727	2/16/1988	9422	\$	651.00	MISSING
GUARDSMAN/NYLON	2728	9/30/1988	9423	\$	651.00	MISSING
GENERATOR	2732	11/17/1987		\$	200.00	MISSING
SPARE AIR TANK - BREATHING APPAR.	2747	9/30/1988	T257289	\$	315.00	IN
SPARE AIR TANK - BREATHING APPAR.	2748	9/30/1988	T165978	\$	315.00	IN
SPARE AIR TANK - BREATHING APPAR.	2749	9/30/1988	T465966	\$	315.00	IN
SPARE AIR TANK - BREATHING APPAR.	2750	9/30/1988	T165967	\$	315.00	MISSING
SPARE AIR TANK - BREATHING APPAR.	2751	9/30/1988	T165979	\$	315.00	IN
SPARE AIR TANK 3	2756	9/30/1988	T163217	\$	315.00	IN
SPARE AIR TANK 4	2757	9/30/1988	T163236	\$	315.00	IN
SPARE AIR TANK 5	2758	9/30/1988	T113311	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2759	9/30/1988	T160330	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2760	9/30/1988	T19245	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2761	9/30/1988	T19309	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2762	9/30/1988	T124507	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2763	9/30/1988	T113302	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2764	9/30/1988	T124514	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2765	9/30/1988	T118059	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2766	9/30/1988	33897	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2767	9/30/1988	118073	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2768	9/30/1988	118045	\$	315.00	IN
SPARE AIR TANK BREATHING APP	2771	9/30/1988	T257291	\$	315.00	IN
24; EXTENTION LADDER	2780	6/7/1988	119941	\$	370.00	MISSING
STAIR CHAIR	2868	1/3/1989		\$	299.95	MISSING
SW14 CN RADIO	2879	1/30/1989		\$	368.55	MISSING
RADIO	2881	1/30/1989		\$	368.55	MISSING
HANDHELD RADIO	2882	1/30/1989		\$	368.55	MISSING
ELECTRIC BOOSTER REEL	2894	3/11/1989		\$	799.95	MISSING
PAGER UNIT	2950	9/15/1989	78901955	\$	199.00	MISSING
PAGER UNIT	2951	9/15/1989	78901953	\$	199.00	MISSING
PAGER UNIT	2952	9/15/1989	78901954	\$	199.00	MISSING

PAGER	3049	2/6/1990	89902462	\$	242.00	MISSING
HANDHELD RADIO	3059	2/6/1990		\$	654.57	MISSING
AIR BOTTLE	3097	11/16/89		\$	241.00	MISSING
BREATHING APPARTAUS	3132	5/30/1990	14593	\$	886.40	IN
BREATHING APPARTAUS	3133	5/30/1990	14592	\$	886.40	IN
BREATHING APPARTAUS	3134	5/30/1990	14594	\$	886.40	MISSING
SPARE CYLINDER- BREATHING APP	3135	5/30/1990	270290	\$	297.60	MISSING
SPARE CYLINDER- BREATHING APP	3136	5/30/1990	270284	\$	297.60	IN
SPARE CYLINDER- BREATHING APP	3137	5/30/1990	270323	\$	297.60	MISSING
SPARE CYLINDER- BREATHING APP	3138	5/30/1990	270322	\$	297.60	IN
VHF MOBILE RADIO	3149	6/29/1990		\$	720.00	MISSING
AIR BOTTLE	3178	8/30/1990	270312	\$	297.60	IN
AIR BOTTLE	3179	5/30/1990	270300	\$	297.60	IN
PORTABLE PUMP	3183	8/13/1990		\$	2,095.00	MISSING
BREATHING APPARTAUS	3180	5/30/1990	270308	\$	297.60	MISSING
GENERATOR	3327	4/1/1992		\$	359.00	MISSING
AIR TANK SPARE	3332	3/19/1992	WK327724	\$	315.00	IN
AIR TANK SPARE	3333	3/19/1992	WK327708	\$	315.00	IN
NOZZLE TURBOJET	3334	3/19/1992		\$	453.00	IN
HOSE CLAMP W/ BRACKET	3336	3/19/1992		\$	225.00	MISSING
FOAM EDUCATOR	3337	3/19/1992		\$	293.00	IN
FOAM EDUCATOR	3338	3/19/1992		\$	293.00	IN
FLOTA PUMP	3339	3/19/1992		\$	1,195.00	MISSING
AIR TANK SPARE	3340	3/19/1992	WK328341	\$	315.00	IN
AIR TANK SPARE	3341	3/19/1992	WK328336	\$	315.00	IN
PAGER	3417	6/16/1992		\$	385.30	MISSING
TURBOMASTER 2.5 NOZZLE	3530	12/1/1993		\$	508.00	IN
SELF CONT. BREATHING APP	3544	11/16/93	285-249640	\$	930.00	MISSING
CYLINDER / VALUE AIR TANK	3545	11/16/93	285-263183	\$	418.00	IN
AIR BOTTLE	3546	11/16/93	285-262956	\$	418.00	IN
SELF CONT. BREATHING APP	3547	11/16/93	286-248233	\$	930.00	IN
AIR BOTTLE	3548	11/16/93	285-264603	\$	418.00	IN
CYLINDER / VALUE AIR TANK	3549	1/16/1993	285-264364	\$	418.00	IN
CHECKMATE PAGER	3682	12/21/93		\$	327.50	MISSING
AKRON TURBOJET 1 1/2 NOZZLE	3683	11/17/93		\$	283.00	IN
1 1/2 NOZZLE	3684	11/17/93		\$	283.00	IN
FOAM EDUCATOR 2 1/2 TO 1 1/2	3685	11/17/93		\$	288.00	IN

ALUM CYLINDER	5051	6/19/2000	55908.	\$	348.00	IN
ALUM CYLINDER	5052	6/19/2000	55780	\$	348.00	IN
ALUM CYLINDER	5053	6/19/2000	55785	\$	348.00	MISSING
ALUM CYLINDER	5054	6/19/2000	55788	\$	348.00	IN
ALUM CYLINDER	5055	6/19/2000	55898	\$	348.00	IN
HUGH-51 CHAINSAW	5133	8/22/2000		\$	239.00	MISSING
HUGH-51 CHAINSAW	5135	8/22/2000		\$	239.00	MISSING
HANDHELD RADIO	5401	8/12/2001		\$	765.00	MISSING
MARATRAC MOBILE UNIT	5416	8/13/2001		\$	869.00	MISSING
1 1/2 SELEC. NOZZLE 10-40 GPM	5541	5/6/2002	POK 0087-00	\$	340.00	MISSING
1 SELECT. NOZZLE 10-40 GPM	5542	5/6/2002	POK 4490-01	\$	340.00	IN
1 SELECT. NOZZLE 10-40 GPM	5543	5/6/2002	POK 4437-01	\$	340.00	MISSING
CSI ENCODER	5666	9/30/2002		\$	462.50	MISSING
CSI ENCODER	5667	9/30/2002		\$	462.50	MISSING
TRANSFER SWITCH 8 CIRCUIT	5673	9/30/2002		\$	264.49	MISSING
TRANSFER SWITCH 8 CIRCUIT	5674	9/30/2002		\$	264.49	MISSING
TRANSFER SWITCH 8 CIRCUIT	5675	9/30/2002		\$	264.49	MISSING
TRANSFER SWITCH 8 CIRCUIT	5676	9/30/2002		\$	264.49	MISSING
TRANSFER SWITCH 8 CIRCUIT	5677	9/30/2002		\$	264.49	MISSING
NOZZLE 2.5 TURBOJET	5699	9/30/2002		\$	520.00	IN
NOZZLE 1.5 TURBOJET	5707	9/30/2002		\$	395.00	IN
PAGER	5921	9/2/2003	839SDN267C	\$	375.00	MISSING
PAGER	5922	9/2/2003	839SDN267D	\$	375.00	MISSING
PAGER	5923	9/2/2003	839SDN267F	\$	375.00	MISSING
PAGER	5978	9/30/2003	839SDQ2CX6	\$	380.70	MISSING
PAGER	5979	10/1/2004	839SDQ2CX3	\$	380.67	MISSING
PAGER	5880	10/1/2004	839SDQ2CX4	\$	380.67	MISSING
PAGER	5981	10/1/2004	839SDQ2CX5	\$	380.66	MISSING
HOSE CLAMP	5989	9/30/2003	75295	\$	299.70	IMI
HOSE JACKET 2.5	5990	9/30/2003		\$	385.35	IN
MASK	6017	9/30/2003	15786032	\$	515.00	MISSING
MASK	6018	9/30/2003	15468004	\$	515.00	MISSING
EDUCATOR 1.5 60 GPM	6019	9/30/2003		\$	370.00	MISSING
SIREN Q2B PEDESTAL MOUNT	6036	9/30/2003		\$	1,325.00	MISSING
SIREN Q2B PEDESTAL MOUNT	6037	9/30/2003		\$	1,325.00	MISSING
SIREN Q2B PEDESTAL MOUNT	6039	9/30/2003		\$	1,325.00	MISSING
SCBA PACK	6042	9/30/2003		\$	2,087.00	MISSING

SCBA PACK	6044	9/30/2003	\$ 2,087.00	MISSING
AIR BOTTLE	6046	9/30/2003 6271-664	\$ 694.00	IN
AIR BOTTLE	6047	9/30/2003 6271-665	\$ 694.00	IN
AIR BOTTLE	6048	9/30/2003 6271-711	\$ 694.00	IN
AIR BOTTLE	6049	9/30/2003 6271-708	\$ 694.00	IN
AIR BOTTLE	6050	9/30/2003 6271-697	\$ 694.00	MISSING
AIR BOTTLE	6051	9/30/2003 6271-677	\$ 694.00	IN
AIR BOTTLE	6052	9/30/2003 6271-675	\$ 694.00	IN
AIR BOTTLE	6053	9/30/2003 6271-698	\$ 694.00	IN
AIR BOTTLE	6054	9/30/2003 6271-701	\$ 694.00	MISSING
AIR BOTTLE	6055	9/30/2003 6271-706	\$ 694.00	MISSING
AIR BOTTLE	6056	9/30/2003 6271-707	\$ 694.00	IN
AIR BOTTLE	6057	9/30/2003 6271-705	\$ 694.00	IN
MASK	6058	9/30/2003 15468306	\$ 338.00	MISSING
MASK	6059	9/30/2003 15468039	\$ 338.00	IN
MASK	6060	9/30/2003 15468012	\$ 338.00	IN
MASK	6061	9/30/2003 15468026	\$ 338.00	MISSING
MASK	6062	9/30/2003 15468046	\$ 338.00	MISSING
MASK	6063	9/30/2003 15468009	\$ 338.00	MISSING
2 1/2"NOZZLE	6125	10/6/2003	\$ 601.35	MISSING
NOZZLE 1250 2.5	6192	10/6/2003	601.35	MISSING
MAXI FLEX HOSE	6231	8/2/2004	\$ 856.00	MISSING
MAXI FLEX HOSE	6232	8/2/2004	\$ 856.00	IN
RADIO	6244	8/2/2004	\$ 1,069.62	MISSING
PAGER	6245	8/2/2004 136WEJ2439	\$ 385.71	MISSING
PAGER	6246	8/2/2004 136WEJ243S	\$ 385.71	MISSING
PAGER	6247	8/2/2004 136WEJ24N5	\$ 385.71	MISSING
PAGER	6248	12/4/2004 136WEJ24N6	\$ 385.71	MISSING
RADIO	6575	9/30/2005	\$ 582.00	MISSING
RADIO	6579	9/30/2005	\$ 582.00	MISSING
AIR PACK	6741	4/5/2006	\$ 3,800.00	MISSING
AIR PACK	6742	4/5/2006	\$ 3,800.00	MISSING
AIR PACK	6748	4/5/2006	\$ 3,800.00	MISSING

GRAND TOTAL

\$109,421.21

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TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	General Emergency Services Agreement
MEETING DATE REQUESTED:	11/27/07

Statement of Issue: Board to consider approval of General Emergency Services Agreement with Disasters, Strategies and Ideas (DSI) Group, LLC.

Recommended Action: Approve agreement

Fiscal Impact : \$69,848-based on 2007 Homeland Security Grant award

Submitted By: Brenda Freund, Emergency Management Coordinator

Contact: 838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County Emergency Management contracted with DSI from 2004-2007 to perform various grant contract tasks. That agreement expired October 2007. Dixie County renewed their agreement with DSI October 19, 2007. Request approval from the Board to “piggy back” off Dixie County’s renewed agreement and sign new agreement which would be in effect for three years. Taylor County will be utilizing DSI’s services on a task authorization basis , which will be 100% grant funded. The focus will be planning, training and exercise, per grant agreement scope of work. Conrad Bishop, County Attorney recommended approval.

Options: Approve/ Not approve

Attachments: Taylor County Agreement, Dixie County Agreement



November 14, 2007

TO: Taylor County Board of County Commission

RE: General Emergency Services Contract

The following agreement is submitted for your approval:

Disasters, Strategies and Ideas (DSI) Group, LLC serves as a Contractor under the General Emergency Services contract dated October 19, 2007 with Dixie County Emergency Services ("Contract") which hereby represents and warrants to Taylor County that:

- 1) The Dixie County Emergency Services Contract is attached hereto as Exhibit A and incorporated herein by this reference;
- 2) Contractor will perform the services on a task authorization basis at the prices agreed upon by both Taylor County and DSI, LLC, under all of the terms and conditions of the Contract;
- 3) All referenced to Dixie County in the Contract shall be deemed to mean Taylor County;
- 4) Taylor County will provide separate payment to the Contractor, in form satisfactory to Taylor County and the Contractor; and
- 5) Taylor County will be named as an additional insured on all of the types of insurance set forth in the Contract.

ATTEST:

DSI, LLC

BY: _____
Linda Erdmann, President

DATE: _____

ACCEPTED:

ATTEST: Taylor County Board of County Commission

BY: _____
Chariman

DATE: _____

GENERAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the ____ day of _____, 2007, by and between:

Taylor County Emergency Management, with an address of 301 Industrial Park Dr., Perry, FL 32347, hereinafter referred to as "Taylor County" and

DISASTERS STRATEGIES AND IDEAS GROUP, LLC, a limited liability company, with an address of PO Box 12333, Tallahassee, Florida 32317, hereinafter referred to as "DSI". Taylor County and DSI Group, LLC may hereinafter collectively be referred to as the "Parties".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Taylor County and DSI Group, LLC, agree as follows:

WHEREAS, in FY 03-07, Disasters, Strategies and Ideas Group, LLC, has served as the contractor for twenty-five counties, thirteen cities and five state agencies, including the Florida Governor's Office, performing various aspects of emergency management activities, including; preparedness, response, recovery and mitigation projects; and

WHEREAS, DSI Group, LLC has a significant amount of regional experience that will be beneficial for Taylor County Emergency Management; and

WHEREAS, eight counties; Dixie, Lafayette, Taylor, Madison, Gilchrist, Jefferson, Washington and Wakulla counties have signed General Emergency Services contracts with DSI Group, LLC to perform their FY 03-07 contractual deliverables;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. **RECITALS:** Each whereas clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2
SCOPE OF SERVICES

2.1. DSI Group, LLC hereby agrees to conduct the following activities on a Task Authorization Basis for the Taylor County Emergency Management:

- Provide on-site technical assistance
- Conduct meetings with State Officials
- Obtain additional funding and resources to benefit the county's Emergency Management programs
- Serve as needed on behalf of the Director
- Execute all Office of Domestic Preparedness (ODP) Planning, Training and Exercise initiatives
- Perform Mitigation Activities
- Assist in attaining resources for recovery efforts after a disaster
- Assist the Director with post disaster after action reports
- Other services seen as General Emergency Services
- Tasks deemed by the Director

2.2. DSI Group, LLC shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.3. DSI Group, LLC hereby represents to Taylor County, with full knowledge that Taylor County is relying upon these representations when entering into this Agreement with DSI Group, LLC that DSI Group, LLC has the professional expertise, experience, and manpower to perform the services to be provided by DSI Group, LLC pursuant to the terms of this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1 This Agreement shall commence upon full execution of this Agreement. This agreement shall be in affect for a maximum of three years.

3.2 Taylor County shall execute Task Authorizations to DSI Group, LLC to perform specific missions.

3.2 This Agreement may be terminated by either Party with or without cause, immediately, upon thirty calendar days' written notice. Upon termination by Taylor County, DSI Group, LLC shall cease all work performed hereunder and Taylor County shall pay to DSI Group, LLC any earned and unpaid portion of the compensation due DSI Group, LLC pursuant to Article 4.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1. Taylor County agrees to compensate DSI Group, LLC on a task authorization basis.

ARTICLE 5
MISCELLANEOUS

5.1. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that DSI Group, LLC is an independent contractor under this Agreement and not Taylor County employees for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. DSI Group, LLC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out DSI Group, LLC activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of DSI Group, LLC, which policies of DSI Group, LLC shall not conflict with Taylor County policies, rules or regulations relating to the use of DSI Group, LLC funds provided for herein. DSI GROUP, LLC agrees that it is a separate and independent enterprise from Taylor County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between DSI Group, LLC, and Taylor County and Taylor County will not be liable for any obligation incurred by DSI Group, LLC, including but not limited to unpaid minimum wages and/or overtime premiums.

5.2. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the DSI Group, LLC, and Taylor County designate the following as the respective places for giving of notice:

Taylor County:	Brenda Freund Taylor County Emergency Management 301 Industrial Park Dr. Perry, FL 32347 Telephone: (850) 838-3575 Facsimile: (850) 838-1642
----------------	---

DSI GROUP, LLC:

Linda Erdmann
Disasters, Strategies and Ideas Group, LLC
PO Box 12333
Tallahassee, Florida 32317
Telephone: (850) 528-5888
Facsimile: (850) 385-1510

5.3. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5.4. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

5.5. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

5.6. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

5.7. **Governing Law.** DSI Group, LLC, is bound by all applicable state and federal laws and regulations, and shall hold Taylor County harmless against all claims of whatever nature arising out of DSI Group, LLC's performance of work under this Agreement, to the extent allowed and required by law.

5.8. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

5.9. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between Taylor County and DSI Group, LLC and supersedes all prior negotiations, representations, or agreements, either written or oral.

5.10 Venue and Jurisdiction - Venue for any legal proceedings shall be in Taylor County, FL.

— J.E.
L.E.

IN WITNESS OF THE FOREGOING, the Parties have set their hands the day and year first written above.

Taylor County

Chairman
Taylor County Board of County Commissioners

Disasters, Strategies and Ideas Group, LLC

Linda Erdmann
President
FEID#: 56-2369236

GENERAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 19th day of Oct, 2007, by and between:

Dixie County Emergency Management, with an address of PO Box 2009, Cross City, Fl 32628, hereinafter referred to as "Dixie County" and

DISASTERS STRATEGIES AND IDEAS GROUP, LLC, a limited liability company, with an address of PO Box 12333, Tallahassee, Florida 32317, hereinafter referred to as "DSI". Dixie County and DSI Group, LLC may hereinafter collectively be referred to as the "Parties".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Dixie County and DSI Group, LLC, agree as follows:

WHEREAS, in FY 03-07, Disasters, Strategies and Ideas Group, LLC, has served as the contractor for twenty-five counties, thirteen cities and five state agencies, including the Florida Governor's Office, performing various aspects of emergency management activities, including; preparedness, response, recovery and mitigation projects; and

WHEREAS, DSI Group, LLC has a significant amount of regional experience that will be beneficial for Dixie County Emergency Management; and

WHEREAS, eight counties; Dixie, Lafayette, Taylor, Madison, Gilchrist, Jefferson, Washington and Wakulla counties have signed General Emergency Services contracts with DSI Group, LLC to perform their FY 03-07 contractual deliverables;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. **RECITALS:** Each whereas clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2

SCOPE OF SERVICES

2.1. DSI Group, LLC hereby agrees to conduct the following activities on a Task Authorization Basis for the Dixie County Emergency Services:

- Provide on-site technical assistance
- Conduct meetings with State Officials
- Obtain additional funding and resources to benefit the county's Emergency Management programs
- Serve as needed on behalf of the Director
- Execute all Office of Domestic Preparedness (ODP) Planning, Training and Exercise initiatives
- Perform Mitigation Activities
- Assist in attaining resources for recovery efforts after a disaster
- Assist the Director with post disaster after action reports
- Other services seen as General Emergency Services
- Tasks deemed by the Director

2.2. DSI Group, LLC shall furnish all services, labor, equipment and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner.

2.3. DSI Group, LLC hereby represents to Dixie County, with full knowledge that Dixie County is relying upon these representations when entering into this Agreement with DSI Group, LLC that DSI Group, LLC has the professional expertise, experience, and manpower to perform the services to be provided by DSI Group, LLC pursuant to the terms of this Agreement.

ARTICLE 3 **TERM AND TERMINATION**

3.1 This Agreement shall commence upon full execution of this Agreement. This agreement shall be in affect for a maximum of three years.

3.2 Dixie County shall execute Task Authorizations to DSI Group, LLC to perform specific missions.

3.2 This Agreement may be terminated by either Party with or without cause, immediately, upon thirty calendar days' written notice. Upon termination by Dixie County, DSI Group, LLC shall cease all work performed hereunder and Dixie County shall pay to DSI Group, LLC any earned and unpaid portion of the compensation due DSI Group, LLC pursuant to Article 4.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1. Dixie County agrees to compensate DSI Group, LLC on a task authorization basis.

ARTICLE 5 **MISCELLANEOUS**

5.1. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that DSI Group, LLC is an independent contractor under this Agreement and not Dixie County employees for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. DSI Group, LLC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out DSI Group, LLC activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of DSI Group, LLC, which policies of DSI Group, LLC shall not conflict with Dixie County policies, rules or regulations relating to the use of DSI Group, LLC funds provided for herein. DSI GROUP, LLC agrees that it is a separate and independent enterprise from Dixie County, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between DSI Group, LLC, and Dixie County and Dixie County will not be liable for any obligation incurred by DSI Group, LLC, including but not limited to unpaid minimum wages and/or overtime premiums.

5.2. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the DSI Group, LLC, and Dixie County designate the following as the respective places for giving of notice:

Dixie County: Tim Alexander
 Dixie County Emergency Services
 PO Box 2009
 Cross City, Fl 32302
 Telephone: (352) 498-1240
 Facsimile: (352) 498-1244

DSI GROUP, LLC: Linda Erdmann

Disasters, Strategies and Ideas Group, LLC
PO Box 12333
Tallahassee, Florida 32317
Telephone: (850) 528-5888
Facsimile: (850) 385-1510

5.3. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5.4. **Legal Representation.** It is acknowledged that each party had the opportunity to be represented by counsel in the preparation of and contribution to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

5.5. **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

5.6. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

5.7. **Governing Law.** DSI Group, LLC, is bound by all applicable state and federal laws and regulations, and shall hold Dixie County harmless against all claims of whatever nature arising out of DSI Group, LLC's performance of work under this Agreement, to the extent allowed and required by law.

5.8. **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

5.9. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between Dixie County and DSI Group, LLC and supersedes all prior negotiations, representations, or agreements, either written or oral.

5.10 Venue and Jurisdiction - Venue for any legal proceedings shall be in Dixie County, Florida.

JV
J.V.

J.E.
L.E.

IN WITNESS OF THE FOREGOING, the Parties have set their hands the day and year first written above.

Dixie County


Chairman
Dixie County Board of County Commissioners

Disasters, Strategies and Ideas Group, LLC


Linda Erdmann
President
FEID#: 56-2369236

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TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	Florida Communities Trust Contract- Keaton Beach
MEETING DATE REQUESTED:	November 27, 2007

Statement of Issue Respectfully requesting approval of the Grant Contract with Florida Communities Trust and the Confidentiality Agreement for the possible acquisition of 45 acres adjacent to Keaton Beach Boat Ramp.

Recommended Action: Approval of grant contract and agreement.

Fiscal Impact: \$5,940,000.00

Submitted By: Melody Cox **Contact:** Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: We were recently awarded this grant for the possible acquisition of 45 acres adjacent to Keaton Beach Boat Ramp. The landowner, Keaton Beach Partners LLC, agreed to pay our 10% match prior to grant submission and I have included a copy for reference. I have already met with Florida Communities Trust representatives at the site and they have approved and are ready to begin the appraisal process. An appraisal was completed in March 2007 by a state approved appraiser and they are considering the use of that appraisal. If that is approved, the process should move along fairly quickly. If not, the process will take approximately six months. We are required to have a site management plan prepared prior to the close of the property if the landowners accept the appraised price from the state and I will be working closely with Florida Communities Trust staff on this.

Options: Not approve grant contract and agreement.

Attachments: Grant Contract, Confidentiality Agreement, and Grant match letter from Keaton Beach Partners, LLC

FCT Contract Number -CT-
FLORIDA COMMUNITIES TRUST
07-051-FF7
KEATON BEACH COASTAL PARK
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and TAYLOR COUNTY, a political subdivision of the State of Florida, ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on November 2, 2007 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects are selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with Bond proceeds. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **DECEMBER 2, 2008** ("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **December 10, 2007**. If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than **December 10, 2007**, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than **December 10, 2007**, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

- a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and
- b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Ninety Percent (90%) of the final Project Costs, as defined in Rule 9K-

7.002(32), F.A.C., or Five Million Nine Hundred Forty Thousand Dollars And Zero Cents (\$5,940,000.00) unless FCT approves a different amount after determination of the MAPP, which shall be reflected in a written notification to Recipient.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being closed. FCT shall prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of land is the source of the Match, the MAPP shall determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: Melody Cox

Title: Director of Administration

Address: 201 E.Green Street
Perry, FL 32347

Phone: 850-838-3500 Fax: 850-838-3501
Ext. 113

E-mail: grants.coordinator@taylorcountygov.com

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Malcolm Page

Title: Chairman

Address: 201 E. Green Street

Perry, FL 32347

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

Email: _____

4. If the Project Site consists of five or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of six or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that FCT [Note: *Elect FCT or Recipient*] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient's agent is:

Name: _____

Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

5. In the event that different representatives or addresses are designated for either paragraph 2., 3., or 4. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 35-6000879

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of

contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

- a. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.
- b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.
- c. A statement of the Project Costs.
- d. A statement of the amount of the award being requested from FCT.
- e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.
- f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.
- g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.
- h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or

commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

6. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

7. Title to the Project Site shall be titled in the Recipient, unless the Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such request shall be subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site shall be vested in TAYLOR COUNTY BOARD OF COMMISSIONERS [Note: Insert either the name of the Recipient or Board of Trustees of Internal Improvement Trust Fund.] If the Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, Fla. Stat. and Rule 18-1, F.A.C. FCT signature of this Agreement shall constitute approval of this election.

8. The transfer of title to the Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), Fla. Stat. and Rule Chapter 9K-8, F.A.C., have been fully complied with by the Recipient and FCT, FCT has approved the Project Plan and the Recipient has complied with all Purchase Agreement requirements.

9. The deed transferring title of the Project Site to the Recipient shall set for the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan, signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X and XI herein. The Recipient is strongly urged to coordinate with FCT staff in order to ensure that FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the Project Site and the disbursement of the FCT Award.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

- a. An introduction containing the project name, location and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.

- c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.
- e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.
- h. A description of proposed educational displays and programs to be offered, if applicable.
- i. A description of how the management will be coordinated with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla.Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not

include at least one Local Government, FCT may require the Recipient to do one, or more, of the following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pléde by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009, F.A.C.:

1. The following recreational facilities including a picnic pavilion, wildlife observation platform, horseshoe pit, volleyball court, and tetherball court shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and Taylor County.

3. Interpretive kiosks shall be provided on the project site to educate visitors about the area's natural resources and history.

4. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental and historic resources.

5. The pine flatwoods and estuarine tidal marsh natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

6. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

7. A vegetation analysis of the project site shall be performed to determine which areas need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The development of the prescribed burn program shall be coordinated with the Division of Forestry.

8. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

9. Exotic vegetation shall be removed from the project site.

10. A significant portion of the upland area on the project shall be planted with native vegetation.

11. The quality of surface waters shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the Suwannee River Water Management District.

12. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

13. A feral animal removal program shall be developed and implemented for the project site.

14. An archaeological survey shall be performed for any area within the project site proposed

for development prior to the commencement of proposed development activities in that area. All planned activities involving known archaeological sites or identified site areas shall be closely coordinated with the Department of State, Division of Historical Resources in order to prevent the disturbance of significant sites. A protection plan shall be developed and implemented in conjunction with the Division of Historical Resources for the protection of known historic sites located on the project site.

15. A professional survey shall be conducted to determine the integrity and extent of the existing archaic period archaeological site on the project site. The results of this survey shall be reviewed in conjunction with the Division of Historical Resources to develop an appropriate protection plan for this historic resource.

16. Sidewalk access shall be provided that links the project site with adjacent residential neighborhoods.

17. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

18. A nature trail of at least ¼ mile shall be provided on the project site.

19. The development and management of the project site shall be coordinated with agencies managing multi-jurisdictional recreational trails Taylor County, to ensure the project site is managed as part of a linked land-based trail system.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of the closing of the Project Site and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the

FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

- a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):

Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97,

Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

- a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
- b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) financial days from the date written notice is sent to the Recipient by FCT;
- c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or
- d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by

forth in

registered or certified mail-return receipt requested, to the address set
paragraph V.2. herein;

- b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of the FCT Award;
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a warning to advise that more serious measures may be taken if the not corrected; or
- e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

written
situation is

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 *et seq.*), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

TAYLOR COUNTY

FLORIDA COMMUNITIES TRUST

By: _____
Print Name: Malcolm Page
Title: Chairman

By: _____
Janice Browning
Division Director of Housing &
Community Development

Date: _____

Date: _____

Approved as to Form and Legality:

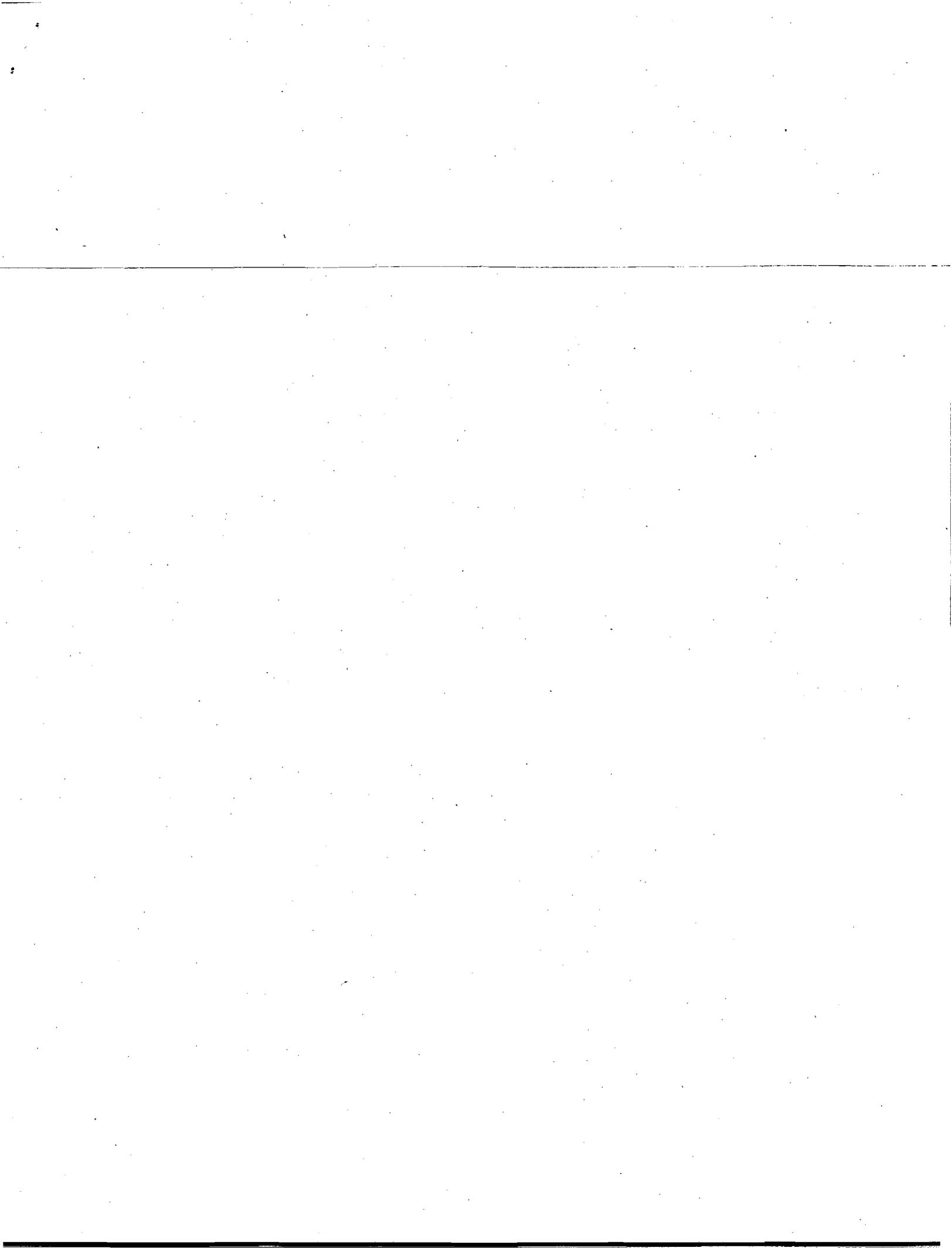
Approved as to Form and Legality:

By: _____

By: _____

Print Name: _____

Kristen L. Coons, Trust Counsel



Contract No. _____
FCT Project No: 07-051-FF7

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-8.008(3), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: TAYLOR COUNTY ("Recipient"), a local government of the State of Florida, and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 07-051-FF7 that was selected for funding and is governed by a Grant Contract for FCT Project Number 07-051-FF7 ("Project Site").

Confidentiality:

- a) Pursuant to Rule 9K-8.002(9), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes (F.S.).
- b) The Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Chapter 9K-8, F.A.C. The Recipient may disclose such confidential information only to the individuals listed herein below.
- c) Requests to add persons to the disclosure list shall be made in writing. Upon the written consent of the FCT Community Program Manager, the Recipient shall amend the Agreement to include all desired parties. All confidentiality requirements outlined above shall apply to individuals added to the list.
- d) The undersigned board members and staff of the Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 07-051-FF7, as required by Section 125.355 (1) (a), F.S., for counties or Section 166.045 (1)(A), F.S., for municipalities, Chapter 9K-8, F.A.C., and this Confidentiality Agreement between the Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
11/27/07	Jack R. Brown	
11/27/07	Malcolm Page	
11/27/07	Melody Cox	
11/27/07	Conrad Bishop Jr.	

TAYLOR COUNTY

By: _____
 Title: Chairman

Date: _____

Approved as to form and legality:

By: _____
 Title: _____

FLORIDA COMMUNITIES TRUST

By: _____
 Janice Browning
 Division Director of Housing &
 Community Development

Date: _____

Approved as to form and legality:

By: Kristen L. Coons
 Title: Trust Counsel

Shore Enterprises

Fredric R. Shore

June 12, 2007

Melody Cox
Taylor County Board of Commissioners
201 East Green Street
Perry, Fl 32347

Dear Melody,

Please accept this letter as formal acknowledgement indicating the willingness of the Keaton Beach Partners, LLC to return 10% of the proceeds of the proposed sale to Taylor County of the 43 acre parcel we own in Keaton Beach.

Also enclosed in this document is the fully executed Willing Owner Statement for the purchase from Taylor County and the Florida Communities Trust.

Please advise if you any additional documentation on behalf of the owners of the parcel.

Sincerely,



Fredric R Shore
Managing Member
Keaton Beach Partners, LLC

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TAYLOR COUNTY BOARD OF COMMISSIONERS	
<i>County Commission Agenda Item</i>	
SUBJECT/TITLE:	Waterfronts Florida Grant Contract
MEETING DATE REQUESTED:	November 27, 2007

Statement of Issue Respectfully requesting approval of the Waterfronts Florida Partnership grant contract with the Department of Community Affairs for Steinhatchee.

Recommended Action: Approval of grant contract.

Fiscal Impact: \$25,000 The match of \$25,000 is covered through existing staff salaries and committee volunteers in Steinhatchee

Submitted By: Melody Cox **Contact:** Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In May 2007, the county was awarded the Waterfronts Florida designation for Steinhatchee. This is a two year program and we will be awarded \$25,000 annually for the administration of this program. Since this designation was awarded we've had several community planning and visioning meetings and formed four committees to accomplish the goals outlined in the partnership program. We have also attended three training sessions hosted by the DCA Program Director, Jennifer Carver. Several citizens from Steinhatchee attended a coastal planning training session in Wakulla County and visited the Panacea waterfronts area. In addition to the funding assistance for the local program, we receive extra points on grant applications to state agencies for various projects in Steinhatchee including but not limited to Florida Dept of Parks and Recreation, Florida Boating Improvement, Florida Communities Trust, and Coastal Initiative Grants.

Options: Not approve grant contract.

Attachments: Grant Contract

Contract Number: _____

**STATE OF FLORIDA
COASTAL ZONE MANAGEMENT PROGRAM GRANT AGREEMENT
PURSUANT TO THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION COOPERATIVE AWARD**

THIS AGREEMENT (hereinafter "Agreement") is entered into between the STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS, whose address is 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 (hereinafter "the Department" or "DCA") and Taylor County, whose address is 201 E. Green Street, Perry, Florida 32347 (hereinafter "the Grantee" or "Recipient"), a local government, to provide federal funding for Steinhatchee Waterfronts Florida Partnership Plan Development.

WHEREAS, the Department is the recipient of federal financial assistance from the National Oceanic and Atmospheric Administration (NOAA), awarded on July 1, 2007, pursuant to cooperative annual award #NA07NOS4190071 and, as the result of this Agreement, the Grantee has been determined to be a subrecipient of federal financial assistance from the National Oceanic and Atmospheric Administration; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in the performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT

- A. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A (Project Work Plan), and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor" are used interchangeably.
- B. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
- C. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Additionally, the State of Florida's performance and obligation to pay under this contract is contingent upon receipt of funding from NOAA. The parties hereto understand that this Agreement is not a commitment of future appropriations.
- D. The Grantee acknowledges that receipt of this grant does not imply that the project qualifies for any applicable state permit or approval.

2. PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2007 and end no later than August 31, 2008, inclusive. The grantee shall be eligible for reimbursement for work performed on or after July 1, 2007. Full execution of this Agreement by the Department will be withheld until such time as the Department has received final project approval from NOAA.

3. FUNDING/CONSIDERATION

- A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$25,000 toward the total project cost described in Attachment A. Written approval from the Department's Grant Manager shall be required for changes between budget categories up to 10% of the total budget. The DCA Grant Manager will transmit a copy of the written approval and the revised budget to the

DCA Contracts Disbursements Office for inclusion in the Agreement file. Changes greater than 10% will require a formal amendment to the Agreement.

- B. Only project costs incurred during the eligible period as identified in paragraph 2. of this Agreement, as shown by project invoices, are eligible for reimbursement. In order to be reimbursed, costs under this Agreement must be obligated and all work completed by the Grantee by the end of the grant award period established in paragraph 2. Ten percent (10%) of the funds eligible for reimbursement under this Agreement may be withheld pending receipt and approval of all work products and deliverables as identified in Attachment A.
- C. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. The parties hereto understand and agree that this Agreement requires a cost sharing or match on the part of the Grantee in the amount of \$25,000 in cash, in-kind, or third party in-kind, towards the work funded under this Agreement. All cost sharing/match shall meet the federal requirements established in 48 CFR Part 31, 15 CFR 14.23, 15 CFR 24.24 and OMB Circulars A-87, A-122 and A-21, as applicable.
- D. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87.
Private non-profit organization other than an (1) institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For profit organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular	48 CFR Part 31

- E. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowable if both of the following apply:
 1. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancelable; and
 2. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

4. REPORTS

- A. The Grantee shall submit a quarterly Progress Report Form, attached hereto and incorporated herein as Attachment B. Quarterly reports shall be submitted to the Department's Grant Manager no later than five (5) days following the completion of the quarterly reporting period. See Attachment A for the progress reporting schedule. In addition to the final quarterly progress report, the Grantee shall submit a Final Project Report. The Final Project Report shall contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements as stated in Paragraph 23 of this Agreement. A draft shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department, four (4) hard copies shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

- B. The Grantee shall submit a Payment Request Form, attached hereto and incorporated herein as Attachment C, on a quarterly basis, in conjunction with the Progress Report Form. Failure to comply with these reporting requirements will result in non-payment or termination of this Agreement. To be eligible for reimbursement, costs must be in accordance with the requirements of 15 CFR Parts 14 and 24, as applicable.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed Payment Request Form. In addition to the Payment Request Form, the Grantee must provide a Schedule of Expenditures, Schedule of Match and proof of a transaction (invoice, payroll register, or similar item) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Schedule of Expenditures shall include the invoice number, a description of the goods or services purchased, date of the transaction, amount paid, check number and vendor name. All requests for reimbursement of travel expenses shall be in accordance with Section 112.061, Florida Statutes (hereinafter "F.S.").
- D. In addition to the invoicing requirements contained in paragraphs 4.A, B and C, the Department will periodically request, as it deems appropriate in its sole discretion, a cost allocation in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). This information, when requested, must be provided within 30 calendar days of such request. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.htm and allowable costs for Federal Programs can be found under 48 CFR Part 31 at http://www.access.gpo.gov/nara/cfr/waisidx_06/48cfr31_06.html and OMB Circulars A-87, A-122, A-21, at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

5. INDEMNIFICATION/LIMITS OF LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S.

6. DEFAULT/TERMINATION

- A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement if the work described herein has not commenced within sixty (60) calendar days of the date of execution of this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- C. The Department may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
- D. Records made or received in conjunction with this Agreement are public records. Such records may also be subject to the Freedom of Information Act. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Chapter 119, F.S.
- E. The Department will decline reimbursement to the Grantee for services provided under the terms of this Agreement if the Grantee does not submit payment requests and quarterly reports in accordance with the provisions of paragraph 4. Payment requests and quarterly reports received by the Department after the

10th calendar day following the completion of any quarterly reporting period will be considered late-filed and render Grantee in default under the terms of this Agreement.

7. REMEDIES

If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or state statutes, rules or regulations applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Agreement.
- D. Withhold further awards for the project or program.
- E. Take other remedies that may be legally available.
- F. Propose Grantee for Debarment and Suspension in accordance with Executive Orders 12549 and 12689.

8. RECORD KEEPING/AUDIT

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. NOAA, the Department, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
- C. Records for real property and equipment acquired with Federal funds shall be retained for five years following final disposition.

9. SPECIAL AUDIT REQUIREMENTS

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in Attachment D (Special Audit Requirements), attached hereto and incorporated herein by reference. Exhibit 1 to Attachment D summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of Attachment D. A revised copy of Exhibit 1 must be provided to the Grantee for each amendment that authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of Exhibit 1, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (Federal and/or state) identified in Attachment D, Exhibit 1 when making its determination. For Federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form #DFS-A2-NS), accessible at: <https://apps.fldfs.com/fsaa/documents/nonstate.doc>. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

10. SUBCONTRACTS

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to comply with the procurement requirements contained in 15 CFR 24.36 and 15 CFR 14.44, as applicable. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Grantee agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Grantee harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- B. The Department of Community Affairs supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Upon request, the Department will furnish a list of minority owned businesses for consideration in subcontracting opportunities.

11. LOBBYING PROHIBITION

- A. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- B. Pursuant to the terms and conditions of the Federal award supporting this Agreement, no funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided in OMB Circular No. A-87, A-21, A-122, A-102, A-110 and other relevant law and regulation.

12. CONTACTS

- A. The Department's Grant Manager (who may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Jennifer Carver, Waterfronts Florida Coordinator
Department of Community Affairs
Division of Community Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone No.: (850)922-1772
Fax No.: (850)488-3309
E-mail Address: Jennifer.Carver@dca.state.fl.us

- B. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager or Point of Contact) for this Agreement is identified below.

Melody Cox, Grants Coordinator
Taylor County
201 E. Green Street
Perry, Florida 32347
Telephone No.: (850) 838-3500 ext. 113
Fax No.: (850) 838-3501
E-mail Address: Grants.coordinator@taylorcountygov.co
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C. The Grantee's Fiscal Agent for this Agreement is identified below.

Melody Cox, Grants Coordinator
Taylor County
201 E. Green Street
Perry, Florida 32347
Telephone No.: (850) 838-3500 ext. 113
Fax No.: (850) 838-3501
E-mail Address: Grants.coordinator@taylorcountygov.co

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13. INSURANCE

- A. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of the Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of the Grantee's employees not otherwise protected.
- B. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

14. CONFLICT OF INTEREST

The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

15. EQUIPMENT AND MATERIALS

The purchase of non-expendable equipment/materials costing \$1,000 or more is not authorized under the terms of this Agreement. Upon satisfactory completion of this Agreement, the Grantee may retain ownership of all equipment/materials valued at less than \$1,000 purchased under this Agreement. The Grantee shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by State and/or Federal funds.

16. CHANGE ORDERS

The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, timeline within current authorized agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order that causes an increase or decrease in the Grantee's cost or time shall require formal amendment to this Agreement.

17. DISCRIMINATION

- A. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services.

B. The Grantee agrees to comply with the provisions of 15 CFR Part 8 "Nondiscrimination in Federally Assisted Programs." No person, on the grounds of race, creed, color, national origin, age, sex or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this Agreement.

19. DEBARMENT/SUSPENSION

In accordance with Executive Order 12549, Debarment and Suspension (15 CFR 26), the Grantee shall agree and certify 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; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by NOAA to the Department.

20. COPYRIGHT, PATENT AND TRADEMARK

The U.S. Department of Commerce, NOAA and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- A. The copyright in any work developed under a grant or contract under a grant.
- B. Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- C. All patent rights, copyrights and data rights must be in accordance with 15 CFR 14.36 and 15 CFR 24.34, as applicable.

21. RESEARCH MISCONDUCT

Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest errors or differences of opinion. The Grantee has the primary responsibility to investigate allegations and provide reports to the Federal Government. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in a disallowance of costs for which the institution may be liable for repayment to the awarding agency. The Office of Science and Technology Policy at the White House published in the Federal Register on December 6, 2000, a final policy that addressed research misconduct. The policy was developed by the National Science and Technology Council (65 FR 76260). The U.S. Department of Commerce may accept the Grantee's findings or proceed with its own investigation. The Grants Officer at the U.S. Department of Commerce shall inform the Department of the U.S. Department of Commerce's final determination.

22. GEOSPATIAL DATA

If funds are provided under this Agreement for the collection or production of geospatial data (e.g., GIS data layer), the Grantee shall comply to the maximum extent practicable with Executive Order 12906 "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure" (59 FR 17671), the Grantee shall document all new geospatial data it collects or produces using the standard developed by the Federal Geospatial Data Center (FGDC), and make that standardized documentation electronically accessible to the DCA and NOAA. The standard can be found at <http://www.fgdc.gov/standards>.

23. PUBLICATIONS, AUDIOVISUALS & SIGNS

Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department for review and approval. This does not apply to the required quarterly reports referred to in paragraph 4 of this Agreement.

- A. Publications, printed reports (other than the scientific, technical, or professional publications as identified in paragraph 23.B. below), videos, websites or other documents/ materials must include the NOAA, DEP, FCMP, and DCA logos (to be provided by DCA) and the following statement on the cover of first page:

"This (report/video/website/publication) funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office Of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA07NOS4190071. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies." The next printed line shall identify the month and year of the publication.

B. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 23.A. above.

C. Audiovisuals: Grantees must acknowledge NOAA, DEP, FCMP and DCA support on any audiovisual (e.g., website, video, slides, etc.) which is produced with this Agreement. Unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public. The acknowledgment must not represent or suggest in any way that the views expressed are those of NOAA and must include the statement shown in paragraph 23.A. above.

The Grantee must receive approval from the Department before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) calendar days in advance. The Grantee must also provide the Department with shooting scripts and provide two (2) copies of the audiovisual (e.g., video, slides, etc.) upon completion.

D. Acknowledgement Requirement for Interpretive Signs & Banners: Interpretive signs and banners may include only the NOAA, DEP, FCMP and DCA logos. The language and design for such signs and banners shall be sent to the Department for review and approval.

E. Other Public Documents/Materials: Public documents including press releases, meeting agendas, meeting minutes/summaries, and presentations must include the NOAA, DEP, FCMP and DCA logos and must include the following statement:

"The Waterfronts Florida Program is managed by the Florida Department of Community Affairs and funded in part by the Florida Department of Environmental Protection, Florida Coastal Management Program, and the National Oceanic and Atmospheric Administration (NOAA)."

24. CONTRACT PROVISIONS

The Grantee agrees to comply with, and include in subcontracts and subgrants, the provisions contained in **Attachment I, Contract Provisions**, attached hereto and incorporated herein. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and incorporated herein, shall apply to this Agreement.

25. LAND ACQUISITION

Land acquisition is not authorized under the terms of this Agreement.

26. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

GRANTEE NAME

STATE OF FLORIDA DEPARTMENT OF
COMMUNITY AFFAIRS

By: _____
Title: _____

By: _____
Charles Gauthier, Director
Division of Community Planning

Date: _____

Date: _____

Jennifer Z. Carver
DCA Grant Manager

Approved as to form and legality:

Approved as to form and legality:

GRANTEE Attorney

DCA Program Attorney

FEID No.: _____

CFDA No.: **11.419**

CFDA Title: **Coastal Zone Administration Awards**

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Project Work Plan (# Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Progress Report Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Form (3 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>E</u>	<u>Contract Provisions (4 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Regulations (1 Page)</u>

ATTACHMENT A

PROJECT WORK PLAN FY07-08

Project Title: Steinhatchee Waterfronts Florida Partnership Plan Development

Recipient

Organization Name: Taylor County
Chief Elected Official or Agency Head: The Honorable Malcolm V. Page
Title: Chairman
Address: 201 E. Green Street, Perry, FL
Zip Code: 32347
Area Code and Telephone Number: (850) 838-3500
Area Code and Facsimile Machine Telephone Number: (850) 838-3501
E-Mail Address:

Project Manager

Organization Name: Taylor County
Name: Melody Cox, Grants Coordinator
Address: 201 E. Green Street, Perry, FL
Zip Code: 32347
Area Code and Telephone Number: (850) 838-3500
Area Code and Facsimile Machine Telephone Number: (850) 838-3501
E-Mail Address: grants.coordinator@taylorcountygov.com

Partners

N/A

Mailing Address for Warrant (if other than the Recipient address): N/A

Legislative District(s) in which project is located (include Florida House and Senate and Congressional District): Florida House: District 10; Florida Senate: District 3; Congressional: District 2

County in which project is located: Taylor

Abstract Description:

Background:

In May 2007, DCA designated the community of Steinhatchee in Taylor County as a Waterfronts Florida Partnership Community for the period of FY 2007-08 through 2008-09. The heritage and name of Steinhatchee revolves around the Steinhatchee River and the Gulf of Mexico. From Spanish explorers, to the Creek and Mickasukie Indians, to the logging and lumber industries, the economy of Steinhatchee revolved around access to the waterways. Today, Steinhatchee is regionally renowned for recreational fishing and boating with an economy dependent on tourism and public access to the river and the Gulf.

In its application, the community of Steinhatchee identified the following needs in the four Waterfronts Florida priority areas:

Environmental and Cultural Resource Protection: embrace residential growth while maintaining the historical integrity of the community; proper development and expansion of infrastructure to protect the environment; maintaining historical integrity and protecting native habitat while planning and approving new residential development.

Hazard Mitigation: develop an effective, well thought out pre-disaster plan; develop other mitigation strategies through coordination with the Division of Emergency Management and other pertinent agencies.

Public Access: plan for and provide public access to the Gulf and the Steinhatchee River for commercial and recreational fishing and boating; develop partnerships with residential developers to construct public boat ramps and park sites

Enhancement of the Viable Traditional Economy: draw new business to the community which compliments the environment of the waterfront and revitalize existing business to support the local tourism trade that has declined in recent years due to the loss of public access.

Project for FY 2007-08:

The purpose of this project is to assist the community in the first year of its Waterfronts Florida designation. During the first year of designation the community will establish the local Waterfronts Florida Partnership, prepare a community-designed vision plan to guide the revitalization of the traditional working waterfront area, and begin implementation of the vision plan, as appropriate. Establishment of the Partnership will include action planning, public participation, capacity building, and tracking accomplishments. Preparation of the vision plan will include the visioning process and will result in a written vision and implementation plan. The vision plan will address, at a minimum, the following issue areas: 1) public access to the waterfront area; 2) hazard mitigation; 3) environmental and cultural resource protection; and 4) enhancement of the viable traditional economy. The Department expects that the vision plan will be adopted by the local governing board and appropriate components of the plan will be incorporated into the local government comprehensive plan.

Project Team: The subgrant agreement will be administered by the Taylor County Grants Coordinator Melody Cox.

First-Year Waterfronts Florida Objectives, Tasks and Deliverables:

Quarterly progress reports are required under this grant. The progress reports should be completed according to Attachment B and should include an update on the status of work under each task below as well as the appropriate deliverables. The Quarters and progress report due dates are listed below.

- Quarter 1: July 1, 2007 – September 30, 2007 (progress report due: October 5, 2007)
- Quarter 2: October 1, 2007 – December 31, 2007 (progress report due: January 5, 2008)
- Quarter 3: January 1, 2008 – March 31, 2008 (progress report due: April 5, 2008)
- Quarter 4: April 1, 2008 – June 30, 2008 (progress report due: July 5, 2008)
- Quarter 5: July 1, 2008 – August 31, 2008 (progress report due: September 5, 2008)

The "Quarter" column in the tables below indicates when each Deliverable is due. Certain Deliverables are due each Quarter as they are ongoing activities. Payment requests for reimbursement of allowable expenditures under this grant should be submitted with progress reports.

<p>Objective 1: Establish the local Waterfronts Florida Partnership. A strong local program is key to the success of your Waterfronts Florida Partnership. Components of a successful Waterfronts Florida Partnership include the Program Manager, the Waterfronts Florida Committee and Subcommittees, a defined action plan for each year, ongoing public involvement, training and capacity building for staff and community volunteers, and a system for tracking accomplishments.</p>		
Quarter	Task	Description
2	1.1	<p>Action Planning: During project start-up, develop a detailed action plan for how the first-year Waterfronts Florida tasks will be accomplished. The action plan should include a schedule for major tasks and responsibilities for implementation.</p> <p>Deliverables:</p> <p>1.1.1 Action plan for the first year of the community's Waterfronts Florida Partnership.</p>
	1.2	<p>Public Participation: Increase public participation in revitalization planning for the waterfront area. To create or enhance a public participation program for the local Waterfronts Florida Partnership, the following activities shall be undertaken:</p> <p>A. Designate a Program Manager for the local Waterfronts Florida Partnership. </p> <p>B. Develop a public participation plan to ensure community involvement in the local Waterfronts Florida Partnership.</p> <p>C. Create a local Waterfronts Florida Committee of individuals committed to coordinating the local Waterfronts Florida Partnership in coordination with the Program Manager.</p> <p>Deliverables:</p> <p>1.2.1. Job description for local Waterfronts Florida Program Manager</p> <p>1.2.2 Public participation plan for the first year</p> <p>1.2.3 Waterfronts Florida Committee roster and meeting schedule (both updated as appropriate), meeting minutes and sign-in sheets.</p>
1		1.2.4 Sample meeting notice and orientation packet for committee members
2		
1,2,3,4,5		
1		

	1.3	<p>Capacity Building: Increase staff and community capacity to plan for and implement waterfront revitalization by participation in related activities, including:</p> <p>A. Attendance at quarterly Program Managers' Meetings and semi-annual training sessions conducted by the Department for the benefit of Waterfronts Florida Partnership local program managers and Partnership committee members. Attendance by the Program Manager or another representative of the Partnership is required at the Program Managers' Meetings and semi-annual training sessions. Whenever possible, the training sessions will be held in conjunction with a Program Managers' Meeting to reduce travel costs.</p> <p>B. Attendance at workshops, conferences, and other events that provide information and/or skills related to successful implementation of the local Waterfronts Florida Partnership.</p> <p>C. Provision of training and/or presentations for the local Waterfronts Florida Committee.</p> <p>Deliverables:</p> <p>1.3.1 Written reports to document participation by Program Manager and/or committee members in technical assistance activities or training. The reports should provide a description of the training/event, dates/location, benefits to the local Partnership and any follow up action desired.</p>
1,2,3,4,5		
2 5	1.4	<p>Tracking Accomplishments: Create a system for tracking data and other information that will assist in assessment of the revitalization planning effort. The Partnership shall establish baseline data for the waterfront revitalization indicators listed below. These indicators assess community involvement, economic investment, and community achievement. For a full discussion of the indicators, see the <i>Florida Assessment of Coastal Trends (2000)</i>.</p> <ol style="list-style-type: none"> 1. Amount of time that citizens contribute to Waterfronts Florida Partnership activities. 2. Number of volunteers contributing time to activities associated with the Waterfronts Florida Partnership. 3. Amount of citizen donations/contributions (in dollars) to Waterfront Florida Partnership activities. 4. Amount of public funds invested in Waterfronts Florida Partnership Activities 5. Amount of private funds invested in Waterfronts Florida Partnership Activities 6. Number of community goals achieved <p>Deliverables</p> <p>1.4.1 Written report describing how the data for these indicators will be tracked and reported.</p> <p>1.4.2 Final report on baseline indicators, including summary of data collected, including how the reporting on these indicators will be sustained during the second year of the grant and annually thereafter.</p>

Objective 2: Prepare a community-designed vision plan (special area management plan) to guide the revitalization of the traditional working waterfront area. The plan will address, at a minimum, the following issue areas: 1) public access to the waterfront area; 2) hazard mitigation; 3) environmental and cultural resource protection; and 4) enhancement of the viable traditional economy. It is anticipated that the plan will be adopted by the local governing board and appropriate components of the plan will be incorporated into the local government comprehensive plan.

Quarter	Task	Description
4	2.1	<p>Conduct the visioning process that accomplishes the following:</p> <ul style="list-style-type: none"> A. Includes a wide range of stakeholders in the community. B. Reviews existing documents, plans, and regulations covering the designated Waterfronts Florida area. C. Identifies goals, objectives, and strategies for addressing the four priority issue areas of Waterfronts Florida (listed in Objective 2 above) for the designated Waterfronts Florida area. D. Identifies recommended comprehensive plan and land development code changes necessary to implement the Waterfronts Florida vision and ensure compliance with the comprehensive planning requirements related to preservation of recreational and commercial working waterfronts (see Chapter 163.3177(6)(a), (e), and (g); and Chapter 163.3178(2)(g), Florida Statutes). E. Develops an implementation plan with specific actions, timeframes and responsibilities for achieving the vision. <p>Deliverables:</p> <p>2.1.1 Written report documenting process of vision plan development, including a description of the process and an evaluation of its effectiveness. The report should provide lessons learned for future visioning efforts in this or other Waterfronts Florida communities.</p>
4	2.2	<p>Prepare the vision plan. The vision plan should address the items under Task 2.1 above and should include, at a minimum, the following sections: Mission Statement; Introduction; Waterfronts Florida Area Boundaries; Goals, Objectives, Strategies, and Implementation Plan. As stated above, the vision should include recommended comprehensive plan and land development code changes necessary to implement the Waterfronts Florida vision and preserve the community's working waterfronts. The vision plan should address adoption of the recommended comprehensive plan amendments and land development code changes needed per item 2.1D above, including the anticipated timing of adoption and the nature of the amendments. The implementation plan should identify short- and long-term actions and should include timeframes, people/agencies responsible for implementing the plan, and possible funding sources as appropriate.</p> <p>Deliverables:</p> <p>2.2.1 Waterfronts Florida Vision Plan (including Implementation Plan)</p>

Objective 3: Begin implementation of the vision plan, as appropriate. The projects undertaken should further the Waterfronts Florida objectives by addressing 1) public access to the waterfront area; 2) hazard mitigation; 3) environmental and cultural resource protection; and 4) enhancement of the viable traditional economy.

Quarter	Task	Description
	3.1	Begin implementation of the vision plan through one or more priority projects.
		Deliverables:
4		3.1.1 Description of projects to be implemented along with subcommittees that will be involved.
5		3.1.2 Narrative on the progress your community took towards the completion of your project. Narrative should include estimated date of completion of projects and digital photos if applicable

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Project Budget Schedule: Type dollar amounts only in applicable categories (round to the nearest dollar, no cents) and leave other categories blank. If your grant Agreement requires match, it must equal the DCA/Florida Coastal Management Program (FCMP) funds requested, or one hundred percent (100%). A budget transfer of funds (within approved budget categories), in an amount not to exceed 10 percent of the DCA/FCMP total budget, is allowed without requesting an official amendment.

<u>Budget Category</u>	<u>DCA/FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	<u>\$8,000</u>	<u>\$14,000</u>
2. Travel	<u>\$1,000</u>	<u>\$2,000</u>
3. Supplies	<u>\$1,000</u>	<u>\$3,000</u>
4. Contractual Services	<u>\$14,000</u>	<u>\$3,000</u>
5. Other Expenses	<u>\$1,000</u>	<u>\$3,000</u>
DCA/FCMP Total	<u>\$25,000</u>	
Match Total		<u>\$25,000</u>
Total Project Cost:	<u>\$50,000</u>	

Notes:

1. Travel Costs are reimbursable in accordance with State of Florida travel policies and must be submitted on a State of Florida Travel Reimbursement Form.
2. Expenditures for Construction costs and Equipment (over \$1000) are not allowed under this grant.
3. Food and drink are not allowable expenditures under this grant. For more information on allowable expenditures, please see Sections 3 & 4 of this Agreement and the State of Florida Reference Guide for State Expenditures (http://myfloridacfo.com/aadir/reference_guide/).

Project Budget Narrative: Describe line items for each applicable budget category shown on the budget schedule. Provide sufficient detail to show cost relationship to project activities. Complete for both DCA/Florida Coastal Management Program and match items, if applicable. If in-kind match is being provided by a third party, a letter from that party confirming the amount and type of that match must be included with this project work plan.

DCA/Florida Coastal Management Program Funds:

The Steinhatchee/Taylor-County-Waterfronts-Florida-Partnership-will-apply-the-grant-funds-to-the following purposes:

Salaries – \$8,000

Funds will be used to cover salary for staff working on Waterfronts Florida activities.

Travel – \$1,000

Funds will be used to cover travel for program manager, committee members, and other related staff to attend Waterfronts Florida events and other related training sessions, workshops, etc., necessary to conduct the activities in the scope of work.

Supplies – \$1,000

Funds will be used for materials needed for conducting the activities in the scope of work, such as office supplies, signs, banners, etc.

Contractual Services – \$14,000

Funds will be used to hire consultants to assist the community in accomplishing the scope of work, such as meeting facilitation, visioning, brochure development, and training.

Other – \$1,000

Funds will be used for printing/copying, postage, publication of meeting notices, meeting room rental, etc.

Match Funds:

The match funds will be used for the same purposes described in the categories above.

Salaries – \$14,000 This category would include match from volunteer hours.

Travel – \$2,000

Supplies – \$3,000

Contractual Services – \$3,000

Other – \$3,000

**Attachment B
Progress Report Form**

DCA Agreement No.:
Grantee Name:
Grantee Address:
Grantee's Grant Manager:
Telephone #:
Email Address:
Reporting Period:
Project Title:

Quarter 1: July 1, 2007 – September 30, 2007	(progress report due: October 5, 2007)
Quarter 2: October 1, 2007 – December 31, 2007	(progress report due: January 5, 2008)
Quarter 3: January 1, 2008 – March 31, 2008	(progress report due: April 5, 2008)
Quarter 4: April 1, 2008 – June 30, 2008	(progress report due: July 5, 2008)
Quarter 5: July 1, 2008 – August 31, 2008	(progress report due: Sept. 5, 2008)

Summary of Project Accomplishments

Provide a summary of project accomplishments to date by objective and task. If tasks were not addressed during the reporting period, explain why; if tasks were completed and reported on in previous reporting period, identify the reporting period in which the task was completed.

Objective 1: Establish the local Waterfronts Florida Partnership. A strong local program is key to the success of your Waterfronts Florida Partnership. Components of a successful Waterfronts Florida Partnership include the Program Manager, the Waterfronts Florida Committee and Subcommittees, a defined action plan for each year, ongoing public involvement, training and capacity building for staff and community volunteers, and a system for tracking accomplishments.

Task 1.1: Action Planning: During project start-up, develop a detailed action plan for how the first-year Waterfronts Florida tasks will be accomplished. The action plan should include a schedule for major tasks and responsibilities for implementation.

Status for Quarter # (INSERT REPORTING DATES HERE):

REPORT PROGRESS HERE AND STATE APPLICABLE DELIVERABLES THAT ARE ATTACHED.

Task 1.2: Public Participation: Increase public participation in revitalization planning for the waterfront area. To create or enhance a public participation program for the local Waterfronts Florida Partnership, the following activities shall be undertaken:

- A. Designate a Program Manager for the local Waterfronts Florida Partnership.
- B. Develop a public participation plan to ensure community involvement in the local Waterfronts Florida Partnership.

- C. Create a local Waterfronts Florida Committee of individuals committed to coordinating the local Waterfronts Florida Partnership in coordination with the Program Manager.

Status for Quarter # _____ (INSERT REPORTING DATES HERE):

REPORT PROGRESS HERE AND STATE APPLICABLE DELIVERABLES THAT ARE ATTACHED.

Task 1.3: Capacity Building: Increase staff and community capacity to plan for and implement waterfront revitalization by participation in related activities, including:

- A. Attendance at quarterly Program Managers' Meetings and semi-annual training sessions conducted by the Department for the benefit of Waterfronts Florida Partnership local program managers and Partnership committee members. **Attendance by the Program Manager or another representative of the Partnership is required at the Program Managers' Meetings and semi-annual training sessions.** Whenever possible, the training sessions will be held in conjunction with a Program Managers' Meeting to reduce travel costs.
- B. Attendance at workshops, conferences, and other events that provide information and/or skills related to successful implementation of the local Waterfronts Florida Partnership.
- C. Provision of training and/or presentations for the local Waterfronts Florida Committee.

Status for Quarter # _____ (INSERT REPORTING DATES HERE):

REPORT PROGRESS HERE AND STATE APPLICABLE DELIVERABLES THAT ARE ATTACHED.

Task 1.4: Tracking Accomplishments: Create a system for tracking data and other information that will assist in assessment of the revitalization planning effort. The Partnership shall establish baseline data for the waterfront revitalization indicators listed below. These indicators assess community involvement, economic investment, and community achievement. For a full discussion of the indicators, see the Florida Assessment of Coastal Trends (2000).

1. Amount of **citizen time** contributed to Waterfronts Florida Partnership activities.
2. **Number of volunteers** contributing time to activities associated with the Waterfronts Florida Partnership.
3. Amount of **citizen donations/contributions** (in dollars) to Waterfront Florida Partnership activities.
4. Amount of **public funds** invested in Waterfronts Florida Partnership Activities.

5. Amount of **private funds** invested in Waterfronts Florida Partnership Activities.
6. Number of **community goals** achieved.

Status for Quarter # _____ (INSERT REPORTING DATES HERE):

REPORT PROGRESS HERE AND STATE APPLICABLE DELIVERABLES THAT ARE ATTACHED.

Objective 2: Prepare a community-designed vision plan (special area management plan) to guide the revitalization of the traditional working waterfront area. The plan will address, at a minimum, the following issue areas: 1) public access to the waterfront area; 2) hazard mitigation; 3) environmental and cultural resource protection; and 4) enhancement of the viable traditional economy. It is anticipated that the plan will be adopted by the local governing board and appropriate components of the plan will be incorporated into the local government comprehensive plan.

Task 2.1: Conduct the visioning process that accomplishes the following:

- A. Includes a wide range of stakeholders in the community.
- B. Reviews existing documents, plans, and regulations covering the designated Waterfronts Florida area.
- C. Identifies goals, objectives, and strategies for addressing the four priority issue areas of Waterfronts Florida (listed in Objective 2 above) for the designated Waterfronts Florida area.
- D. Identifies recommended comprehensive plan and land development code changes necessary to implement the Waterfronts Florida vision and ensure compliance with the comprehensive planning requirements related to preservation of recreational and commercial working waterfronts (see Chapter 163.3177(6)(a), (e), and (g); and Chapter 163.3178(2)(g), Florida Statutes).
- E. Develops an implementation plan with specific actions, timeframes and responsibilities for achieving the vision.

Status for Quarter # _____ (INSERT REPORTING DATES HERE):

REPORT PROGRESS HERE AND STATE APPLICABLE DELIVERABLES THAT ARE ATTACHED.

Task 2.2: Prepare the vision plan. The vision plan should address the items under Task 2.1 above and should include, at a minimum, the following sections: Mission Statement; Introduction; Waterfronts Florida Area Boundaries; Goals, Objectives, Strategies, and Implementation Plan. As stated above, the vision should include recommended comprehensive plan and land development code changes necessary to implement the Waterfronts Florida vision and preserve the community's working waterfronts. The vision plan should address adoption of the recommended comprehensive plan amendments and land development code changes needed per item 2.1D above, including the anticipated timing of adoption and the nature of the amendments. The implementation plan should identify short- and long-term actions and should include timeframes, people/agencies responsible for implementing the plan, and possible funding sources as appropriate.

Status for Quarter # _____ **(INSERT REPORTING DATES HERE):**

REPORT PROGRESS HERE AND STATE APPLICABLE DELIVERABLES THAT ARE ATTACHED.

Objective 3: Begin implementation of the vision plan, as appropriate. The projects undertaken should further the Waterfronts Florida objectives by addressing 1) public access to the waterfront area; 2) hazard mitigation; 3) environmental and cultural resource protection; and 4) enhancement of the viable traditional economy.

Task 3.1: Begin implementation of the vision plan through one or more priority projects.

Status for Quarter # _____ **(INSERT REPORTING DATES HERE):**

REPORT PROGRESS HERE AND STATE APPLICABLE DELIVERABLES THAT ARE ATTACHED.

Deliverables

Identify below, and attach copies of, any relevant deliverables being submitted for the project for this reporting period.

Anticipated Delays/Problems

Provide an explanation for any anticipated delays or any problems encountered.

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT B
PROGRESS REPORT FORM**

DCA AGREEMENT NO.: This is the number on the top of your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

GRANTEE ADDRESS: Enter the address that is on the first page of the grant agreement.

GRANTEE'S GRANT MANAGER: Enter the person identified as grant manager in the grant agreement.

TELEPHONE #: Enter the telephone number where the grant manager can be contacted.

EMAIL ADDRESS: Enter the email address where the grant manager can be contacted.

REPORTING PERIOD: This is the beginning and ending date of the reporting period; it can cover more than one quarter.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

Summarize project accomplishments to date by objective and task. If tasks were not addressed during the reporting period, explain why; if tasks were completed and reported on in previous reporting period, please identify the reporting period when the task was completed. This section shows the progress to date for each objective and task scheduled to begin or be completed within the reporting period. If there was no progress for a task that was to start or be completed, please explain the reason. If tasks were completed and reported on in a previous report, please state when they were completed (for example: "This task was completed and reported on in the report submitted October 20"). Provide a brief description of the progress, do not merely say "on-going" or "completed."

Identify below, and attach copies of, any relevant deliverables being submitted for this reporting period (e.g., report data sets, links to on-line photographs, etc.): Ensure that any deliverables listed in the grant agreement, as well as those not listed are included. For instance, you may send copies of agendas or minutes of meetings, photos of displays, or other supporting documentation to show the completion or progress towards a task. Label the deliverables by objective and task number(s) that they are associated with (for example: Deliverable 1.1 for Objective 1, task 1).

Provide an explanation for any anticipated delays or any problems encountered: Provide a brief summary of any anticipated or encountered problems or delays.

Questions regarding completion of Progress Reports should be directed to Jennifer Z. Carver at (850) 922-1772 or Jennifer.carver@dca.state.fl.us.

**ATTACHMENT C
FCMP PAYMENT REQUEST FORM**

GRANTEE: _____ **GRANTEE'S GRANT MANAGER:** _____
DCA AGREEMENT NO.: _____ **PAYMENT REQUEST NO.:** _____
DATE OF REQUEST: _____ **PERFORMANCE PERIOD:** _____
AMOUNT REQUESTED: _____ **PERCENT MATCHING REQUIRED:** 100%

GRANT EXPENDITURES SUMMARY SECTION
 July 1, 2007 through August 31, 2008
 [Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS CLAIM	TOTAL CUMULATIVE FCMP CLAIMS	MATCHING FUNDS CLAIMED	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	\$	\$	\$	\$
Travel	\$	\$	\$	\$
Supplies	\$	\$	\$	\$
Contractual Services	\$	\$	\$	\$
Other Expenses	\$	\$	\$	\$
TOTAL AMOUNT	\$	\$	\$	\$
GRANT BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payments of:	\$		\$	
REMAINING BUDGET IN GRANT	\$		\$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

****PLEASE DO NOT ALTER THIS FORM****

**INSTRUCTIONS FOR COMPLETING
ATTACHMENT C
PAYMENT REQUEST FORM**

GRANTEE: Enter the name of the grantee's agency.

DEP AGREEMENT NO.: This is the number on the top of your grant agreement.

DATE OF REQUEST: This is the date you are submitting the report.

AMOUNT REQUESTED: This should match the amount on the "TOTAL AMOUNT" line for the "AMOUNT OF THIS CLAIM" column.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant agreement.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

PERFORMANCE PERIOD: This is the beginning and ending date of the reporting period.

PERCENT MATCHING REQUIRED: Enter your match requirement here. It is either 100% or N/A for Section 309 grants.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS CLAIM" COLUMN: Enter the amount that was paid out during the reporting period for each approved budget category. This must be by budget category as in the currently approved budget in Attachment A, Budget and Scope of Work (Project Work Plan), or amendment of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of Attachment A. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the column total on the "TOTAL AMOUNT" line. Enter the FCMP budget amount on the "GRANT BUDGET AMOUNT" line. Enter the total cumulative amount of this request and all previous payments on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN: Enter the cumulative amounts that have been claimed to date for FCMP expenses by budget category. The final report should show the total of all claims, first claim through the final claim, etc. Enter the column total on the "TOTAL AMOUNT" line. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

"MATCHING FUNDS CLAIMED" COLUMN: Enter the amount to be claimed as match for the reporting period. This needs to be shown under specific budget categories according to what is in the currently approved Attachment A, Project Work Plan. Enter the total on the "TOTAL AMOUNT" line for this column. Enter the match budget amount on the "GRANT BUDGET AMOUNT" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "LESS TOTAL CUMULATIVE PAYMENTS OF" line for this column. Deduct the "LESS TOTAL CUMULATIVE PAYMENTS OF" from the "GRANT BUDGET AMOUNT" for the amount to enter on the "REMAINING BUDGET IN GRANT" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "TOTAL AMOUNT." The final report should show the total of all claims, first claim through the final claim, etc. **DO NOT ENTER ANYTHING IN THE SHADED AREAS.**

GRANTEE CERTIFICATION: Must have the original signature of both the Grantee's Grant Manager and the Grantee's Fiscal Agent as identified in the grant agreement.

REQUIRED BACK-UP DOCUMENTATION:

Schedule of Expenditures should include the following: the invoice number, a description of the goods or services purchased, date of the transaction, amount paid, check amount, check number and vendor name.

A SAMPLE SCHEDULE OF EXPENDITURES & MATCH SPREADSHEET IS ATTACHED.

Schedule of Match should include the following: the invoice number, a description of the goods or services purchased, date of the transaction, amount paid, check amount, check number and vendor name.

A SAMPLE SCHEDULE OF EXPENDITURES & MATCH SPREADSHEET IS ATTACHED.

Copies of Invoices. All purchase of goods and services should be documented on invoices as part of your regular financial reporting. Attach all invoices to your Schedule of Expenditures. **SAMPLE ATTACHED**

Copies of Travel Reimbursements (if applicable). All travel must be based on state reimbursement rules and procedures and should be documented on a travel reimbursement form. **SAMPLE & SPREADSHEET IS ATTACHED FOR YOUR USE.**

Copies of Volunteer Logs (if applicable).

NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form (available from staff of the Department or use your affiliation's reimbursement form, provided it has been approved by the State of Florida Chief Financial Officer).

****DO NOT FORGET TO SUBMIT A COMPLETED PROGRESS REPORT IN CONJUNCTION WITH YOUR PAYMENT REQUEST****

If you have any questions please do not hesitate to contact Jennifer Z. Carver at (850) 922-1772.

ATTACHMENT D

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Community Affairs (*which may be referred to as the "Department", "DCA", "FDCA" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Community Affairs, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Community Affairs. In the event the Department of Community Affairs determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Community Affairs by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Community Affairs. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Community Affairs by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Community Affairs, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Community Affairs at the following address:

Audit Director
Florida Department of Community Affairs
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Community Affairs at the following address:

Audit Director
Florida Department of Community Affairs
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

- A. The Department of Community Affairs at the following address:

Audit Director
Florida Department of Community Affairs
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Community Affairs at the following address:

Audit Director
Florida Department of Community Affairs
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

5. Any reports, management letters, or other information required to be submitted to the Department of Community Affairs pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Community Affairs for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Community Affairs, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Community Affairs, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Community Affairs.

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ATTACHMENT E

Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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 or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - 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.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.) prohibiting discrimination on the basis of disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42

U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) EO 13166 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons, (j) Title VII of the Civil Rights Act of 1964, 42 U.S.C. which prohibits discrimination on the basis of religion, a religious corporation, association, educational institution or society, any other nondiscrimination provisions in the specific statute(s) made; (k) Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities; (l) compliance with Parts II and III of EO 11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that EO and Department of Labor regulations implementing EO 11246 (41 CFR 60-1.4(b), 1991), and the requirements of any other nondiscrimination statute(s) that may apply.

11. **Drug Free Workplace** The recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 702) and DoC Implementing regulations published at 15 CFR Part 29, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.
12. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. **Floodplain Management, EO 11988 and, Protection of Wetlands, EO 11990, May 24, 1977** Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.
15. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
16. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205), (i) restrictions for actions within a Coastal Barrier Island under the Coastal Barrier Island Resources Act (16 U.S.C. 3501 et seq.), (j) The Resource Conservation and Recovery

Act of 1976, as amended (42 U.S.C. 6901 et seq.) which regulates the generation, transportation, treatment and disposal of hazardous wastes, (k) The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, and the Superfund Amendments and Reauthorization Act of 1986, and the Community Environmental Response Facilitation Act of 1992, as amended, (42 U.S.C. 9601 et seq.), and (l) The Environmental Justice in Minority Populations and Low Income Populations, EO 12898, February 11, 1994, which identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations.

17. **Clean Air Act, Clean Water Act, and EO 11738** Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§7401 et seq.), Clean Water Act (33 U.S.C. §§1251 et seq.), and EO 11738, and shall not use a facility on EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR §15.5, and shall notify the Program Officer in writing if it intends to use a facility that is on the EPA List of Violating Facilities or knows that the facility has been recommended to be placed on the list.
18. **Compliance with the Wild and Scenic Rivers Act of 1968** (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
19. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended** (16 U.S.C. 470), **E.O. 11593 (identification and protection of historic properties)**, and the **Archaeological and Historic Preservation Act of 1974** (16 U.S.C. 469a-1 et seq.).
20. **Compliance with 15 CFR Part 27** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
21. **Care and Use of Live Vertebrate Animals.** Recipients must comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the acquisition, care, handling, and use in projects, and implementing regulations, 9 CFR Parts 1, 2 and 3; the Endangered Species Act (16 U.S.C. 1531 et seq); Marine Mammal Protection Act (16 U.S.C. 1361 et seq.) taking possession, transport, purchase, sale, export or import of wildlife and plants, The Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701 et seq.) ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release, and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any U.S. Department of Commerce financial assistance award unless authorized by the Grants Officer.

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**ATTACHMENT F
REGULATIONS**

Formal regulations concerning administrative procedures for U.S. Department of Commerce (DOC) grants appear in Title 15 of the Code of Federal Regulations. Other DOC regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A – General	
15 C.F.R. 8	Nondiscrimination in federally assisted programs of the DOC
15 C.F.R. 11	Uniform relocation assistance and real property acquisition for Federal and federally assisted programs
15 C.F.R. 13	Intergovernmental review of DOC programs and activities
Subchapter B - Grants and Other Federal Assistance	
15 C.F.R. 14	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
15 C.F.R. 24	Uniform administrative requirements for grants and agreements to state and local governments.
15 C.F.R. 26	Government-wide debarment and suspension (nonprocurement) and government-wide requirements for drug-free work place (grants); Clean Air Act and Clean Water Act ineligibility of facilities in performance of federal contracts, grants and loans
15 C.F.R. 28	New restrictions on lobbying
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures
Office of Management and Budget Circulars	
A-21	Cost Principles for Educational Institutions
A-87	Cost Principles for State, Local, and Indian Tribal Governments
A-122	Cost Principles for Non-Profit Organizations
A-133	Audit of States, Local Governments and Non-Profit Organizations
Florida Statutes	
Chapter 342.201	Waterfronts Florida Program

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Formation of SHIP 2008 Local Housing Advisory Committee
MEETING DATE REQUESTED:	November 27, 2007

Statement of Issue: 2008 Local Housing Advisory Committee Applicants

Recommended Action: ~~To select 5 members for the committee from the 7 applications~~ received by the advertised due date of October 30, 2007 to serve on 2008 Local Housing Advisory Committee.

Fiscal Impact: None

Submitted By: Joy Q King, SHIP **Contact:** Joy Q. King, SHIP

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Purpose of the Local Housing Advisory Committee is to develop a new 3 year LHAP for the SHIP housing program, due to Florida Housing by May of 2008 and work as an advisory committee for local housing issues.

Options: Not Applicable

Attachments: (7) Local Housing Advisory Committee Applicants

Melody Cox



TAYLOR COUNTY FLORIDA

201 E. Green St.
Perry, Florida 32347

LOCAL HOUSING ADVISORY COMMITTEE APPLICATION

Thank you for applying for the Housing Advisory Committee vacancies. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the SHIP Coordinator on or prior to the advertised close date (October 30, 2007)..

NAME: Dennis W. Knight DATE: 10-30-07
ADDRESS: 104 Cypress Road, Perry, FL 32348
TELEPHONE: ⁸⁵⁰843-3283 ALTERNATE TELEPHONE ⁸⁵⁰843-3283 FAX: _____ E-MAIL rosehead37@hotmail.com
PLACE OF EMPLOYMENT: Retired
HOW LONG 10yrs
POSITION: _____ HOW LONG? _____ Yes _____

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH HOUSING, HOUSING OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEAD TO PROMOTING SHIP'S PUBLIC SERVICE NOW AND IN THE FUTURE.

Please see attached

HAVE YOU EVER SERVED ON THE HOUSING ADVISORY COMMITTEE? No IF YES, FROM _____ TO _____

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE HOUSING ADVISORY COMMITTEE.

Please see attached

AS AN HOUSING COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND MONTHLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING SHIP, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE SHIP COORDINATOR. BRIEFLY STATE HOW YOUR EXPERIENCES WOULD ASSIST IN MAKING DECISIONS AND PROMOTE HOUSING PROGRAM WITH THESE VARIOUS ENTITIES.

Please see attached

THANK YOU FOR YOUR INTEREST IN THE LOCAL HOUSING ADVISORY COMMITTEE. FOR SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VERIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

* Please note: Due to State laws regulating public information, this form and other communications, including electronic, may be disclosed as a public media data source upon valid request.

Question # 1.

During my college studies I learned that housing needs most often depend on one's socioeconomic status and that no two needs might be the same. There were times during my internship at a skilled care facility when a patient was due for discharge with nowhere to go, due possibly to their previous housing conditions being unsuitable for them to return, this called for some creative thinking and problem solving about which referral to make or would it be possible to bring their previous housing conditions to suitability for their return.

Question # 2

The Housing Advisory Committee is a committee to assist and advise the Housing Department on the needs of the community for new affordable housing and maintaining existing housing in a safe condition. Taylor County presently has a number of programs to assist families in the very low, low and moderate income range in meeting their housing needs. The SHIP program, Demo and Reconstruction Program and the Rehabilitation Assistance program are examples of existing programs for housing needs.

Question # 3

In addition to my studies in the Human Services field, I also have experiences in my naval career that have taught me to move first and think second when that situation is required. Again in my studies as a Human Services professional I have learned the critical thinking aspect of problem solving. I have learned in both my college career and my naval career to be flexible and able to adapt quickly. Also in my naval career I learned the importance of being a team player and working cooperatively.

Dennis W. Knight

104 Cypress Road, Perry, FL 32348
(850) 843-3283 •

A highly-motivated Human Services degree holder with a wide array of skill sets acquired through a career spanning more than 20 years in both the US Navy and the private sector. Major strengths include:

- Sound knowledge in Human Services Administration
- Strong administrative skills and ability to cut through red tape
- Financial planning and budgeting
- Team building motivation and training. Ability to turn around poor performers in both staff and operations
- Creative problem-solving
- Customer service research and analysis
- Quality control and efficiency reviews
- Strong communication and presentation skills
- Graphic data interpretation
- Logistical support, including customs inspection, postal operations, international mail routing and hazardous material handling

AREAS OF EXPERIENCE:

Greenville Hills Academy

June 2007 to September 2007

Youth Care Worker 3

Responsible for the supervision and monitoring of clients throughout their stay in the residential program. Duties include, but are not limited to: implementing the Behavior Management System, conducting individual and group counseling sessions, anger management and pro-social skills training, conduct crisis intervention counseling, developing and monitoring ongoing performance contracts and strategies, coordination and scheduling of all other clinical services as deemed appropriate by the clinical team, assuring appropriate utilization of the facility service continuum, to include educational, vocational, family, medical services, etc., overall case management of assigned clients.

Marshall Health and Rehabilitation Center

January 2007 to April 2007

Intern with Social Services Director

Primary responsibilities include resident admission assessments and interviews, tracking and updating Medicare B program for residents, and assisting development of care plans and discharge plans. Major accomplishments include:

- Attended C.E.U. course for Advance Directives.

Hawaii Data Express

August 2001 to February 2003

President

Founded a home-based database management company. Responsible for general operations and marketing aspects of the company. Major accomplishments include:

- Generated \$120,000 sales from 36 clients from both public and private sector.
- Oversaw an operation comprising of 14 personnel.
- Established a program to utilize spouses of deployed military personnel as part-time data-entry associates.

Dennis W. Knight

104 Cypress Road, Perry, FL 32348
(850) 843-3283 •

Cardinal Mailing Services

January 1998 to August 2001

Account Executive

Responsible for maintaining long-term customer relationships with 300 clients for one of the major players in direct mail marketing in Hawaii. Major accomplishments include:

- Maintained a sales portfolio of more than \$450,000 a year, comprised of both private and public business.
- Worked closely with clients to design aggressive direct mail marketing campaigns that were well within budget and meet clients' satisfactions.
- Provided end-to-end oversight on marketing campaigns from idea conception to campaign execution to ensure campaign executions meet clients' needs.

United States Navy

July 1977 to November 1997

Various Positions

Held various assignments with increasing responsibilities over the span of 20 years.

Major accomplishments include:

- Earned numerous recognition and honors in each tour of duty, including the Navy Achievement medal, the Navy Commendation medal, and the Kuwait Liberation medal from Kuwait and the Kingdom of Saudi Arabia.
- Assigned to more than 12 tours of duties, including a tour in Bahrain during the Gulf War.
- Retired First Class Petty Officer (E-6) in November 1997.

Motor Pool Manager, Commander-in Chief U. S Pacific Fleet

1996 to 1997

Postmaster, USS John S. McCain, Pearl Harbor

1993 to 1996

- Selected by the Chief of Naval Personnel to set up a new Post Office aboard a newly commissioned Destroyer.

Postmaster, Naval Support Activity, Souda Bay, Crete, Greece

1992 to 1993

- Supported the restructured office, which provided support to 700 personnel at NSA, Air Force base, the entire Sixth Fleet and 15 to 20 visiting naval vessels per month.

Mail Router, US Atlantic Fleet, Kennedy Airport, New York

1990 to 1993

- Assigned to Bahrain to set up airport facilities and the operational procedures to ease the overwhelming flow of passengers, mail and cargo during the Gulf War.
- Planned International Routing procedures for the entire Eastern FPO/APO mail system, which span from Europe, to Africa, the Middle East, and the South and Central America.

EDUCATION:

Saint Leo University

June 2006 to April 2007

Bachelor of Arts in Human Services Administration

- Graduated May 2007 with Cum Laude Latin Honors.
- GPA: 3.668
- Was placed on the Dean's List for four consecutive semesters.

Dennis W. Knight

104 Cypress Road, Perry, FL 32348
(850) 843-3283 •

North Florida Community College

June 2004 to December 2005

Associate of Art Degree

- GPA: 3.34
- Was placed on the Dean's List for two consecutive semesters.

Hawaii Pacific University

June 2003 to December 2003

- Acquired 15 credit hours towards a Bachelor of Arts degree.

Old Dominion University

September 1978 to December 1978

- Completed several distant-learning courses at sea.
- Courses completed include Postal Administration; Logistics Management; US Military Custom Inspector; Leadership; Business; and Math.

SKILLS:

- Computer Skills: *Microsoft Windows XP, Microsoft Office XP Suite (Word, Excel, Access PowerPoint, and Outlook), Microsoft Works, Internet Explorer 7.0, Adobe Acrobat Reader 7.0*
- US Postal requirements and regulations.

ACTIVITIES:

- Volunteered as a Hawaii Literacy Tutor for 3 years.
- Participated in the Waikiki Beach Clean-up.
- Volunteered for the Special Olympics – Hawaii Chapter.



TAYLOR COUNTY FLORIDA
201 E. Green St.
Perry, Florida 32347

LOCAL HOUSING ADVISORY COMMITTEE APPLICATION

Thank you for applying for the Housing Advisory Committee vacancies. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the SHIP Coordinator on or prior to the advertised close date (October 30, 2007)..

NAME: Nelda Pace DATE: 10-15-07

ADDRESS: 1507 W. Julia St, Perry, FL 32347

TELEPHONE: 584-9219 ALTERNATE TELEPHONE 843-1823 FAX: 223-2379 E-MAIL neldapace@earthlink.net

PLACE OF EMPLOYMENT: Coldwell Banker, Kelly Kelly Properties HOW LONG 15

POSITION: Managing Broker HOW LONG? 15 Yes

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH HOUSING, HOUSING OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEAD TO PROMOTING SHIP'S PUBLIC SERVICE NOW AND IN THE FUTURE.

I am a broker in the real estate market. I deal with first-time home buyers who need assistance with down payment closing cost. I serve as treasurer for the Marshal Health Family Council & interact with the staff & family members who are looking for homes. I am on the Board of Directors for the Perry Rotary, member of the Chamber of Commerce & Perry Rotary Board Member of the Boys & Girls Club of Perry.

HAVE YOU EVER SERVED ON THE HOUSING ADVISORY COMMITTEE? NO IF YES, FROM TO

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE HOUSING ADVISORY COMMITTEE.

Identify issues & problems relating to affordable housing, provide recommendations of increasing the supply of such housing, work with private/public housing providers to ensure dwellings are

AS AN HOUSING COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND MONTHLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING SHIP, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE SHIP COORDINATOR. BRIEFLY STATE HOW YOUR EXPERIENCES WOULD ASSIST IN MAKING DECISIONS AND PROMOTE HOUSING PROGRAM WITH THESE VARIOUS ENTITIES.

As a real estate professional, I work closely with lenders, buyers and sellers. I am aware of the needs & problems of buyers who have no money, credit etc. I go the extra mile to see they get into a home they can afford.

THANK YOU FOR YOUR INTEREST IN THE LOCAL HOUSING ADVISORY COMMITTEE. FOR SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VERIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

Available to meet the needs of the county, reduce substandard housing

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TAYLOR COUNTY FLORIDA

201 E. Green St.
Perry, Florida 32347

LOCAL HOUSING ADVISORY COMMITTEE APPLICATION

Thank you for applying for the Housing Advisory Committee vacancies. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the SHIP Coordinator on or prior to the advertised close date (October 30, 2007)..

NAME: Vickie Lindsay DATE: 10-08-07

ADDRESS: 19595 Jody Morgan Rd.

TELEPHONE: 578-2315 ^{Hm} ALTERNATE TELEPHONE 578-2898 ^{ok} FAX: 578-3157 E-MAIL Vickie@bbpfl.com

PLACE OF EMPLOYMENT: Big Bend Properties, Inc.
HOW LONG 26 mths

POSITION: Realtor, Sales Associate HOW LONG? 26 mths Yes

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH HOUSING, HOUSING OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEAD TO PROMOTING SHIP'S PUBLIC SERVICE NOW AND IN THE FUTURE.

I am a Realtor in constant search of affordable housing & building lots for my customers. I have located lots for past SHIP Recipients. I am aware of the SHIP guidelines & refer customers to the program.

HAVE YOU EVER SERVED ON THE HOUSING ADVISORY COMMITTEE? No IF YES, FROM ___ TO ___

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE HOUSING ADVISORY COMMITTEE.

To oversee the qualification & funding process of govt. loans, & create and address the affordable housing in this county - to bring more affordable contractors to this county.

AS AN HOUSING COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND MONTHLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING SHIP, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE SHIP COORDINATOR. BRIEFLY STATE HOW YOUR EXPERIENCES WOULD ASSIST IN MAKING DECISIONS AND PROMOTE HOUSING PROGRAM WITH THESE VARIOUS ENTITIES.

I already work w/ quite a few people in local govt., private contractors, as well as individuals looking for homes & land.

THANK YOU FOR YOUR INTEREST IN THE LOCAL HOUSING ADVISORY COMMITTEE. FOR SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VERIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.



TAYLOR COUNTY FLORIDA

201 E. Green St.
Perry, Florida 32347

LOCAL HOUSING ADVISORY COMMITTEE APPLICATION

Thank you for applying for the Housing Advisory Committee vacancies. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the SHIP Coordinator on or prior to the advertised close date (October 30, 2007)..

NAME: DON R. EVERETT SR. DATE: 10-10-07
ADDRESS: 2915 So. BUTLER PKwy, PERRY, FL. 32348
TELEPHONE 584-6666 ALTERNATE TELEPHONE 584-9668 FAX 584-6359 E-MAIL WACOIL@WACOIL.COM
PLACE OF EMPLOYMENT: WACO OIL & SUPPLY CO. INC
HOW LONG 46 YRS
POSITION: CEO/OWNER HOW LONG? _____ Yes _____

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH HOUSING, HOUSING OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEAD TO PROMOTING SHIP'S PUBLIC SERVICE NOW AND IN THE FUTURE.

OWNED SEVERAL, PRIVATE & RENTAL HOUSING & COMM. PROPERTY

HAVE YOU EVER SERVED ON THE HOUSING ADVISORY COMMITTEE? NO IF YES, FROM _____ TO _____

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE HOUSING ADVISORY COMMITTEE.

NOT SURE

AS A HOUSING COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND QUARTERLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING SHIP, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE SHIP COORDINATOR. BRIEFLY STATE HOW YOUR EXPERIENCES WOULD ASSIST IN MAKING DECISIONS AND PROMOTE HOUSING PROGRAM WITH VARIOUS ENTITIES.

IN MANAGEMENT POSITION FOR 46 YEARS.

THANK YOU FOR YOUR INTEREST IN THE LOCAL HOUSING ADVISORY COMMITTEE. FOR SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VERIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

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TAYLOR COUNTY FLORIDA

201 E. Green St.
Perry, Florida 32347

LOCAL HOUSING ADVISORY COMMITTEE APPLICATION

Thank you for applying for the Housing Advisory Committee vacancies. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the SHIP Coordinator on or prior to the advertised close date (October 30, 2007)..

NAME: Carla Brock DATE: 10/25/07
ADDRESS: 5679 Woods Creek Rd - Perry, FL 32347
TELEPHONE: 584-5671 ALTERNATE TELEPHONE 843-2877 FAX: 584-5107 E-MAIL gc.brock77@hotmail.com
PLACE OF EMPLOYMENT: Ann Hodges' Gulf Breeze Real Estate, LLC
HOW LONG 4 months
POSITION: Real Estate Associate HOW LONG? 2 yrs. Yes

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH HOUSING, HOUSING OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEAD TO PROMOTING SHIPS PUBLIC SERVICE NOW AND IN THE FUTURE.
Other than being a real estate associate, my husband George & I have owned a construction company & Furniture store. So I am very familiar with all facets of housing, including building, zoning etc.

HAVE YOU EVER SERVED ON THE HOUSING ADVISORY COMMITTEE? IF YES, FROM TO

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE HOUSING ADVISORY COMMITTEE.
To assist the city & county officials, by keeping abreast on the new guidelines & the ever changing needs of our citizens for their housing needs
AS AN HOUSING COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND MONTHLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING SHIP, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE SHIP COORDINATOR. BRIEFLY STATE HOW YOUR EXPERIENCES WOULD ASSIST IN MAKING DECISIONS AND PROMOTE HOUSING PROGRAM WITH THESE VARIOUS ENTITIES.

Having owned my own businesses in the past and being a realtor I've worked with city, county & state agencies, as well as the SHIP program (Joey Whedden 2007). I am very familiar with issues & the needs. And would take pride in serving in this capacity.
THANK YOU FOR YOUR INTEREST IN THE LOCAL HOUSING ADVISORY COMMITTEE. FOR SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VERIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

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FROM :

FAX NO. :

May. 23 2003 08:55AM P2



TAYLOR COUNTY FLORIDA
201 E. Green St.
Perry, Florida 32347

LOCAL HOUSING ADVISORY COMMITTEE APPLICATION

Thank you for applying for the Housing Advisory Committee vacancies. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the SHIP Coordinator on or prior to the advertised close date (October 30, 2007)..

NAME: Wendy Slaughter DATE: 10/12/07
ADDRESS: 12769 G.W. English Rd Greenville FL 32331 (Taylor Co)
TELEPHONE: 584-9524 ALTERNATE TELEPHONE 838-3146 FAX: 838-3838 E-MAIL WSlaughter@gt.com.net
PLACE OF EMPLOYMENT: Taylor Co. Sch Bd Also Nature Coast, Inc
HOW LONG 14 yrs Real Estate Lic 2005
POSTION: Bus Driver 14 HOW LONG? Yes

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH HOUSING, HOUSING OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEND TO PROMOTING SHIP'S PUBLIC SERVICE NOW AND IN THE FUTURE.

Working within the real estate market for the last 2 yrs
has given me the experience to understand the need in our
community for affordable housing.

HAVE YOU EVER SERVED ON THE HOUSING ADVISORY COMMITTEE? NO IF YES, FROM TO

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE HOUSING ADVISORY COMMITTEE.

To help the needs of our local citizens

AS A HOUSING COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND QUARTERLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING SHIP, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE SHIP COORDINATOR. BRIEFLY STATE HOW YOUR EXPERIENCES WOULD ASSIST IN MAKING DECISIONS AND PROMOTE HOUSING PROGRAM WITH VARIOUS ENTITIES.

I like to be involved in our local government. I also like
to see our local residents getting help with their
housing needs.

THANK YOU FOR YOUR INTEREST IN THE LOCAL HOUSING ADVISORY COMMITTEE. FOR SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VERIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

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TAYLOR COUNTY FLORIDA
 201 E. Green St.
 Perry, Florida 32347

LOCAL HOUSING ADVISORY COMMITTEE APPLICATION

Thank you for applying for the Housing Advisory Committee vacancies. Your information will remain confidential* and will be used in the committee membership selection process. Please complete the following questionnaire and return it to the SHIP Coordinator on or prior to the advertised close date (October 30, 2007)..

NAME: Gwen Freeman DATE: 10-10-07
 ADDRESS: 1232 Miller Rd Perry, FL 32347
850 850 850
 TELEPHONE: 584-6842 ALTERNATE TELEPHONE 584-3147 FAX: 584-5195 E-MAIL: twide5@water.com
 PLACE OF EMPLOYMENT: lidewater Apartments
 HOW LONG 3yrs
 POSTION: Property Manager / occupancy / specialist HOW LONG? 3yrs Yes

DESCRIBE YOUR EXPERIENCE ASSOCIATED WITH HOUSING, HOUSING OPERATIONS, OR OTHER ACTIVITIES THAT MAY LEND TO PROMOTING SHIPS PUBLIC SERVICE NOW AND IN THE FUTURE.
Thirty three years in construction and building materials industry associated with home construction. During these years worked with several contractors as loan packages for FHA/USDA - low income housing Section 235.

HAVE YOU EVER SERVED ON THE HOUSING ADVISORY COMMITTEE? NO IF YES, FROM _____ TO _____

BRIEFLY DESCRIBE YOUR OPINION AS TO THE FUNCTION OF THE HOUSING ADVISORY COMMITTEE.
To implement and provide reasonable resources for the best in decent, safe and sanitary living conditions for our residents.

AS A HOUSING COMMITTEE MEMBER, YOU WOULD BE EXPECTED TO ATTEND QUARTERLY MEETINGS, PARTICIPATE IN ACTIVITIES INVOLVING SHIP, COUNTY GOVERNMENT AND PRIVATE ENTERPRISES, AND THE SHIP COORDINATOR. BRIEFLY STATE HOW YOUR EXPERIENCES WOULD ASSIST IN MAKING DECISIONS AND PROMOTE HOUSING PROGRAM WITH VARIOUS ENTITIES.
Experiencing the many obstacles residents must overcome to become eligible for housing showing this wealth of knowledge could as may help our housing program with improvements for the county.

THANK YOU FOR YOUR INTEREST IN THE LOCAL HOUSING ADVISORY COMMITTEE. FOR SECURITY PURPOSES, YOU MAY BE ASKED TO PROVIDE ADDITIONAL INFORMATION SUCH AS REFERENCES AND RESIDENCE VARIFICATION AS PART OF THE INTERVIEW PROCESS. APPLICATIONS WILL BE KEPT ON FILE FOR AN INDEFINITE PERIOD.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

24

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW PROPOSED FINAL PLAT AND HOA DECLARATION OF COVENANTS & RESTRICTIONS FOR STRICKLAND POINT SUBDIVISION IN ACCORDANCE WITH SECTION 42-126, TAYLOR COUNTY CODE OF ORDINANCES.
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MEETING DATE REQUESTED:	NOVEMBER 27, 2007
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Statement of Issue:

In accordance with Section 42-126, Taylor County Code of Ordinances (Taylor Code), the Board of County Commissioners shall review and approve the Final Plat of any proposed subdivision of land prior to any lot or parcel within the proposed subdivision being sold. Further, no development order shall be issued for a development for which an Owners' Association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

Consistent with this section, the Board of County Commissioners shall review and take action on the recommendation of the County Engineer and County Attorney.

The development will not require a Homeowner's Association (HOA) as it is accessed from an existing county maintained road and will not require any development improvements.

Recommended Action:

The Board should approve the Final Plat contingent upon the following actions being completed:

- 1) The Final Plat is reviewed for conformance with the requirements of Chapter 177, Florida Statutes.
- 2) The proposed Declaration of Restrictions on Real Estate are reviewed and approved by the County Attorney.

Fiscal Impact:

FISCAL YR 2007/08: Minimal: Staff review of plat and BOCC Meeting attendance.

Submitted By: Engineering Division

Contact(s): County Engineer

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The provisions of Section 42-126, Taylor Code, apply to all proposed developments in the county, including private road subdivisions.

Specifically, this section requires that the developer submit an original of the subdivision plat with two blue or black line copies and a title opinion from an attorney to the office of the planning director at least ten days prior to the meeting of the Board of County Commissioners at which the plat is to be considered. The County Engineer shall, within ten days of receipt, review one copy of the plat for completeness and conformity to this section, to the approved preliminary plat and to any conditions attached thereto. If the plat is found to be in compliance, the County Engineer shall sign the original in an appropriate space. Review of the plat by the BOCC shall be strictly limited to whether the plat conforms to the requirements of Chapter 177, F.S.

If the final plat is in compliance with the approved preliminary plat and meets and fulfills the conditions and requirements set forth in this section, the Chairman of the Board shall indicate such approval by signing in an appropriate space on the original plat after approval by the BOCC. If the final subdivision plat is disapproved, reasons for such disapproval shall be stated in the record of the BOCC. Such reasons for disapproval shall be given to the developer, in writing, along with the original plat.

Additionally, whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the County, a legal entity shall be created to be responsible for the ownership and maintenance of the facilities and/or improvements. An organization established for this purpose shall be created by covenants running with the land. Such covenants shall be included with the final plat for review and approval by the County Attorney before issuing a development order. Such organization shall also not be dissolved nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate them to the County.

Strickland Point

The Strickland Point Subdivision (originally Amelia's Landing) was submitted to the Planning Board and approved at the October 5, 2006, meeting as a 3-lot subdivision incorporating a portion of the Strickland Landing Subdivision and an adjacent 10-acre parcel. The additional parcel was incorporated due to the maximum density of the Strickland Landing Subdivision having been met. The subdivision will provide for two one-acre lots and one 23.02-acre lot. All three lots are accessed from the existing County maintained Strickland Landing Drive.

Article 42-156, Guarantees and Sureties, Section (f)(2), requires that whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the county a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and/or improvements. Further, no development order shall be issued for a development for which an owners' association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

There are no improvements to be constructed as a part of this development. As such, no upfront financial surety, warranties, or maintenance agreements are required nor is a Homeowner's Association required. However, the applicant has provided Declaration of Restrictions on Real Estate that may need to be reviewed and approved by the County Attorney.

Potable water will be provided by on-site wells and each lot will be required to obtain individual OSTDS permits from the Taylor County Health Department for on-site septic systems. The development is located within the Agriculture-Rural land use classification.

The Final Plat has been reviewed and approved for BOCC review by Staff, the County Attorney, and M. H. Ratliff, PSM (second surveyor).

Staff has attached the following items:

- 1) Final Plat
- 2) Second Surveyor's Statement
- 3) Letter from County Attorney

Based on our review of the attached documents, Staff recommends that the BOCC approve the proposed Final Plat of the Strickland Point Subdivision in accordance with Section 42-126, Taylor County Code of Ordinances.

Options:

- 1) Approve the proposed Final Plat of the Strickland Point Subdivision.
- 2) Deny the proposed Final Plat of the Strickland Point Subdivision and indicate reasons for denial.

Attachments:

Final Plat
Development Application
Second Surveyor's Statement
County Attorney's Approval
Declaration of Restrictions on Real Estate



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

SUBDIVISION APPLICATION

MINOR DEVELOPMENT
Fee: 25 Lots or Less \$1000.00

MAJOR DEVELOPMENT
26 Lots or More \$1500.00

Date: 8/10/06

1. Applicant Name: William H. Beckerleg III

Address: 13986 Shipwreck Circle South

City / State: Jacksonville, Florida 32224

Phone: 904-463-5455

2. Name of Proposed Development: Amelia's Landing

3. Property ID#: Sec. 20, Twp. 06, Rge. 07, Parcel 06341-500 E
06341-616

4. Name of Land Owner: William H. Beckerleg III

5. Name / Address of Surveyors:

Surveyor #1: Delta Land Surveyors, Inc.

Address: 114 W. Green St. Perry, Florida 32347

Phone: 850-584-2849

Surveyor #2: _____

Address: _____

Phone: _____

DEVELOPMENT INFORMATION

1. Total Number of Lots: 3

2. Total Acreage: 25

3. Total Number & Type of Residential Units: 3 (SF) (2F) (MF)

4. Total Number of Residential Units Per Acre: 1 per 8³³ acres

M. H. RATLIFF

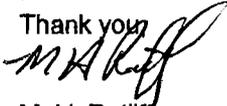
2996 Golf Course Road
Perry, Florida 32348
Phone (850) 584-7070

October 11, 2007

Dear Sir or Madam:

I have reviewed Strickland Point Subdivision final plat for Chapter 177 Florida Statutes as amended. The plat conforms to the requirements of Chapter 177 Part 1 Florida Statutes as amended.

Thank you



M. H. Ratliff
Professional Land Surveyor and Mapper, F.R.C #2216

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

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

October 29, 2007

Ms. Elizabeth I. Rowell
Delta Land Surveyors, Inc.
114 W. Green Street
Perry, Florida 32347

Re: Strickland Point

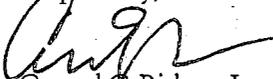
Dear Elizabeth:

I have reviewed the re-plat of Strickland Point.

I will be able to sign the plat.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/lkp

STRICKLAND POINT

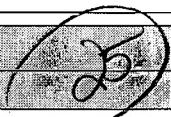
DECLARATION OF RESTRICTIONS ON REAL ESTATE

1. No tent, garage, or outbuilding shall be erected on the tract or used as a residence, permanently, and no outbuilding may be erected except a garage for not more than two cars. Travel trailers may be used as a temporary residence for up to 24 months, provided they comply with all Taylor County Building Department regulations. The ground floor area of the main structure, exclusive of one-story carports, porches and garages, shall not be less than 1,400 square feet for either a one-story or in the case of a two story dwelling the total floor area of both stories shall not be less than 1,400 square feet. No more than one main family dwelling may be erected on the lot.
2. Mobile homes shall be allowed, provided mobile homes are new when placed on property and have a minimum of 1400 sq feet of heated floor space. All mobile homes shall have matching skirting prior to occupancy. No used or pre-owned mobile homes shall be allowed.
3. No dwelling shall be erected nearer than one hundred (100) feet to the front and rear lot line, nor nearer than twenty (20) feet to any interior lot line. No well or septic system shall be nearer than one hundred (100) feet to the front and rear lot line, nor nearer than twenty (20) feet to any interior lot line.
4. No garage shall be erected on the lot prior to the construction of a dwelling. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be of the same kind of materials as the construction of the dwelling, same shall be substantial, and shall conform architecturally with the dwelling.
5. No noxious or offensive trade or activity shall be carried on upon the lot nor shall anything be erected thereon for any type of commercial purposes or which may be or become an annoyance or nuisance to the neighborhood. No sign of any kind shall be displayed to the public view on the lot except one professional sign of not more than one square foot, or one sign of not more than five square feet, advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period.
6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the lot, except that dogs, cats or other household pets as well as horses may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All such pets shall be maintained on the property owner's property so as not to be a nuisance to others. Two horses per lot shall be allowed so long as the entire property is fenced.
7. The owner of the lot shall keep their lot cleaned up and cleared of accumulative growth and rubbish. All areas where water is stagnant will be kept as clean as is possibly feasible so as not to breed mosquitoes or other insects that are hazardous to health and well being. Upon default to do so, the undersigned or their successors in title, may keep said lots clean and charge the owner with the costs for so doing, and said costs may be collected by the placing of lien therefore against said lot and by its foreclosure in due and legal manner.
- ~~8. An easement is hereby declared to be reserved covering the plot of ground ten (10) feet wide across the rear of the lot as well as the side of each lot, with same to be used for utility purposes.~~
9. All plumbing fixtures, plumbing and septic tanks must conform to the rules of the State Board of Health. No privies or outside toilets will be permitted. Except during construction, a state certified porta toilet shall be provided by the owner of the property.

10. The covenants contained herein are to run with the land and shall be binding on all persons claiming under them for period of thirty (30) years from the date this conveyance is recorded, after which such time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the record owners of _____ as recorded in Plat Book ___ page _____, has been recorded; and by such instrument, said Owners agree to change these covenants in whole or in part.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item



SUBJECT/TITLE: COMMISSIONERS TO REVIEW PROPOSED FINAL PLAT FOR COASTAL CORNERS SUBDIVISION IN ACCORDANCE WITH SECTION 42-126, TAYLOR COUNTY CODE OF ORDINANCES.

MEETING DATE REQUESTED: NOVEMBER 27, 2007

Statement of Issue:

In accordance with Section 42-126, Taylor County Code of Ordinances (Taylor Code), the Board of County Commissioners shall review and approve the Final Plat of any proposed subdivision of land prior to any lot or parcel within the proposed subdivision being sold. Further, no development order shall be issued for a development for which an Owners' Association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

Consistent with this section, the Board of County Commissioners shall review and take action on the recommendation of the County Engineer and County Attorney.

The development will not require a Homeowner's Association (HOA) as it is accessed from an existing county maintained road and will not require any development improvements.

Recommended Action:

The Board should approve the Final Plat contingent upon the following actions being completed:

- 1) The Final Plat is reviewed for conformance with the requirements of Chapter 177, Florida Statutes.
- 2) Providing an approved Environmental Resource Permit or letter of exemption from the Suwannee River Water Management District.

Fiscal Impact:

FISCAL YR 2007/08: Minimal: Staff review of plat and BOCC Meeting attendance.

Submitted By: Engineering Division

Contact(s): County Engineer

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The provisions of Section 42-126, Taylor Code, apply to all proposed developments in the county, including private road subdivisions.

Specifically, this section requires that the developer submit an original of the subdivision plat with two blue or black line copies and a title opinion from an attorney to the office of the planning director at least ten days prior to the meeting of the Board of County Commissioners at which the plat is to be considered. The County Engineer shall, within ten days of receipt, review one copy of the plat for completeness and conformity to this section, to the approved preliminary plat and to any conditions attached thereto. If the plat is found to be in compliance, the County Engineer shall sign the original in an appropriate space. Review of the plat by the BOCC shall be strictly limited to whether the plat conforms to the requirements of Chapter 177, F.S.

If the final plat is in compliance with the approved preliminary plat and meets and fulfills the conditions and requirements set forth in Code of Ordinances, the Chairman of the Board shall indicate such approval by signing in an appropriate space on the original plat after approval by the BOCC. If the final subdivision plat is disapproved, reasons for such disapproval shall be stated in the record of the BOCC. Such reasons for disapproval shall be given to the developer, in writing, along with the original plat.

Additionally, whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the County, a legal entity shall be created to be responsible for the ownership and maintenance of the facilities and/or improvements. An organization established for this purpose shall be created by covenants running with the land. Such covenants shall be included with the final plat for review and approval by the County Attorney before issuing a development order. Such organization shall also not be dissolved nor shall it dispose of any common facilities or open space by sale or otherwise without first offering to dedicate them to the County.

Coastal Corners

The Coastal Corners Subdivision was submitted to the Planning Board and approved at the April 6, 2006, meeting as a 4-lot subdivision. The final format of the development excludes a portion of the property separated by a previously approved lot-split. The remaining three lots range in size from 10.45 to 13.17 acres. All three lots will be accessed from the existing County maintained Albert Hendry Road and are located within the Agriculture-2 land use classification (1 unit/10 Acres).

Section 42-156, Guarantees and Sureties, Section (f)(2), requires that whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the county a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and/or improvements. Further, no development order shall be issued for a development for which an owners' association is required until the documents establishing such association have been reviewed and approved by the County Attorney.

There are no improvements to be constructed as a part of this development. As such, no upfront financial surety, warranties, or maintenance agreements are required nor is a Homeowner's Association required. Potable water will be provided by on-site wells and each lot will be

required to obtain individual OSTDS permits from the Taylor County Health Department for on-site septic systems.

Section 42-545, requires protection of environmentally sensitive areas by a 35-foot natural buffer of vegetation, unless otherwise mitigated. Staff notes that the Coastal Corners Subdivision contains extensive connected wetlands exceeding 0.5 acres in size as identified on the National Wetlands Inventory Map. The location of residential, commercial and industrial land uses within these areas and their buffers is prohibited.

As of the date of this recommendation, Staff has not received an approved Environmental Resource Permit (ERP) or a letter of exemption from the Suwannee River Water Management District (SRWMD) for the Coastal Corners Subdivision. This information is required of all developments prior to their approval by the Board of County Commissioners.

The Final Plat has been reviewed and approved for BOCC review by Staff, the County Attorney, and Dale Rowell, PSM (second surveyor).

Staff has attached the following items:

- 1) Final Plat
- 2) Second Surveyor's Statement
- 3) Letter from County Attorney

Conclusion

Based on our review of the attached documents and the above discussion, Staff recommends that the BOCC approve the proposed Final Plat of the Coastal Corners Subdivision in accordance with Section 42-126, Taylor County Code of Ordinances contingent on receiving an approved ERP or letter of exemption from the SRWMD.

Options:

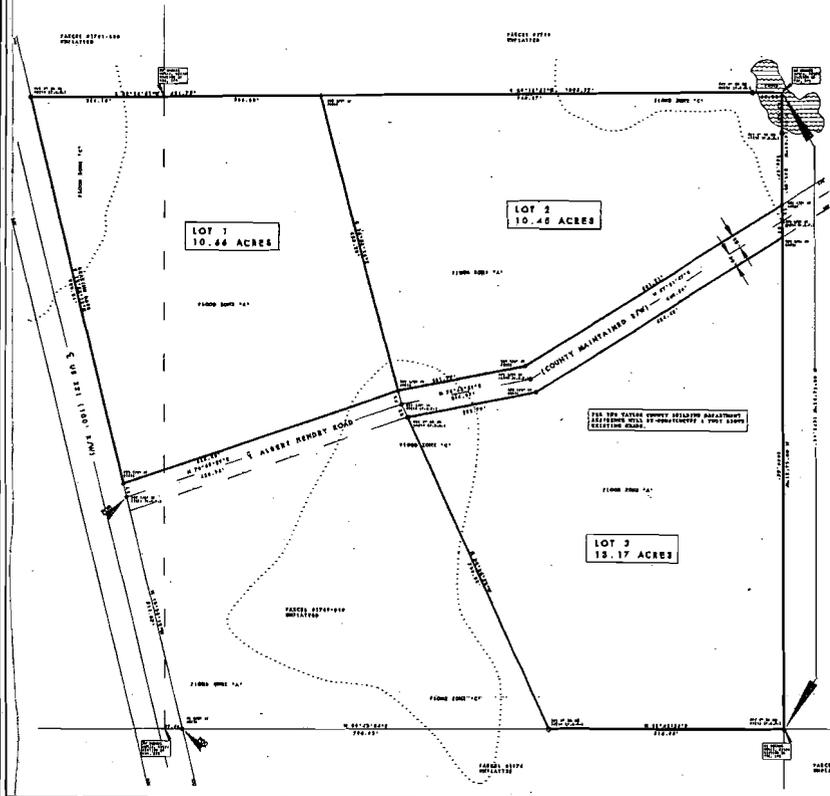
- 1) Approve the proposed Final Plat of the Coastal Corners Subdivision contingent on receiving an approved ERP or letter of exemption from the SRWMD.
- 2) Approve the proposed Final Plat of the Coastal Corners Subdivision.
- 3) Deny the proposed Final Plat of the Coastal Corners Subdivision and indicate reasons for denial.

Attachments:

Final Plat
Development Application
Second Surveyor's Statement
County Attorney's Approval

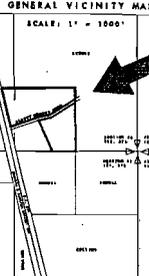
FINAL PLAT OF COASTAL CORNERS SUBDIVISION
SECTION 28, T2S, R7E
TAYLOR COUNTY, FLORIDA
OCTOBER 31, 2007

PLAT BOOK _____ PAGE _____



LEGEND:
 1. UNIMPROVED LOT
 2. ROAD
 3. EASEMENT
 4. EASEMENT OF WAY
 5. EASEMENT OF EGRESS
 6. EASEMENT OF ACCESS
 7. EASEMENT OF UTILITIES
 8. EASEMENT OF LIGHT AND AIR
 9. EASEMENT OF VIEW
 10. EASEMENT OF SOUND
 11. EASEMENT OF REST AND QUIET ENJOYMENT
 12. EASEMENT OF SUPPORT
 13. EASEMENT OF SHADING
 14. EASEMENT OF SUPPORT AND PROTECTION OF STRUCTURES
 15. EASEMENT OF SUPPORT AND PROTECTION OF UTILITIES
 16. EASEMENT OF SUPPORT AND PROTECTION OF LANDS
 17. EASEMENT OF SUPPORT AND PROTECTION OF WATERS
 18. EASEMENT OF SUPPORT AND PROTECTION OF AIR
 19. EASEMENT OF SUPPORT AND PROTECTION OF SOILS
 20. EASEMENT OF SUPPORT AND PROTECTION OF VEGETATION
 21. EASEMENT OF SUPPORT AND PROTECTION OF ANIMALS
 22. EASEMENT OF SUPPORT AND PROTECTION OF PLANTS
 23. EASEMENT OF SUPPORT AND PROTECTION OF MINERALS
 24. EASEMENT OF SUPPORT AND PROTECTION OF FISH AND WILDLIFE
 25. EASEMENT OF SUPPORT AND PROTECTION OF CULTURAL RESOURCES
 26. EASEMENT OF SUPPORT AND PROTECTION OF HISTORIC MONUMENTS
 27. EASEMENT OF SUPPORT AND PROTECTION OF SCIENTIFIC MONUMENTS
 28. EASEMENT OF SUPPORT AND PROTECTION OF NATURAL MONUMENTS
 29. EASEMENT OF SUPPORT AND PROTECTION OF NATIONAL MONUMENTS
 30. EASEMENT OF SUPPORT AND PROTECTION OF STATE MONUMENTS
 31. EASEMENT OF SUPPORT AND PROTECTION OF LOCAL MONUMENTS
 32. EASEMENT OF SUPPORT AND PROTECTION OF PRIVATE MONUMENTS
 33. EASEMENT OF SUPPORT AND PROTECTION OF UNDESIGNATED MONUMENTS
 34. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNKNOWN STATUS
 35. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNDETERMINED STATUS
 36. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNCLASSIFIED STATUS
 37. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNAPPROVED STATUS
 38. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNREGISTERED STATUS
 39. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNRECORDED STATUS
 40. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNFILED STATUS
 41. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNDEPOSITED STATUS
 42. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNEXHIBITED STATUS
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 48. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNDEPOSITED AND UNEXHIBITED AND UNFILED AND UNRECORDED AND UNREGISTERED AND UNAPPROVED AND UNREGISTERED STATUS
 49. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNDEPOSITED AND UNEXHIBITED AND UNFILED AND UNRECORDED AND UNREGISTERED AND UNAPPROVED AND UNREGISTERED AND UNREGISTERED STATUS
 50. EASEMENT OF SUPPORT AND PROTECTION OF MONUMENTS OF UNDEPOSITED AND UNEXHIBITED AND UNFILED AND UNRECORDED AND UNREGISTERED AND UNAPPROVED AND UNREGISTERED AND UNREGISTERED AND UNREGISTERED STATUS

LINE	BEARING	DISTANCE
1	S 89° 15' 00" W	100.00
2	S 89° 15' 00" W	100.00
3	S 89° 15' 00" W	100.00
4	S 89° 15' 00" W	100.00
5	S 89° 15' 00" W	100.00



APPROVED: A NOTE
 THIS PLAT IS SUBJECT TO THE TERMS OF WAY OF
 ALBERT HERBERT ROAD.

ACKNOWLEDGMENT:
 STATE OF FLORIDA
 COUNTY OF TAYLOR

NOTARY:
 I HEREBY CERTIFY ON THIS DAY PERSONALLY APPEARED BEFORE
 ME THE ABOVE NAMED SURVEYOR AND HE OR SHE HAS ACKNOWLEDGED
 TO ME THAT HE OR SHE IS THE PERSON WHO HAS PREPARED THIS
 PLAT AND THAT HE OR SHE IS A LICENSED SURVEYOR IN THE STATE OF
 FLORIDA AND THAT HE OR SHE HAS NOT BEEN DECEASED OR OTHERWISE
 INCAPACITATED AT THE TIME OF EXECUTION OF THIS PLAT.

WITNESSED BY ME AND MY OFFICIAL SEAL, THIS _____ DAY OF
 _____ 2007.

NOTICE:
 THIS PLAT, AS DRAWN ON ITS ORIGINAL COPY,
 IS THE ORIGINAL RECORD OF THIS SURVEY.
 ANY COPIES OF THIS PLAT MUST BE IDENTICAL TO THE ORIGINAL
 COPY AND MUST BE FILED WITH THE ORIGINAL COPY IN THE
 OFFICE OF THE CLERK OF THE COUNTY COMMISSIONERS.
 ANY COPIES OF THIS PLAT THAT ARE NOT IDENTICAL TO THE ORIGINAL
 COPY OR THAT ARE NOT FILED WITH THE ORIGINAL COPY IN THE
 OFFICE OF THE CLERK OF THE COUNTY COMMISSIONERS, SHALL BE
 VOID AND OF NO EFFECT.

REGISTRATION AND ACKNOWLEDGMENT:
 I HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT
 COPY OF THE ORIGINAL RECORD OF THIS SURVEY AND THAT I AM
 A LICENSED SURVEYOR IN THE STATE OF FLORIDA AND THAT I
 HAVE NOT BEEN DECEASED OR OTHERWISE INCAPACITATED AT
 THE TIME OF EXECUTION OF THIS PLAT.

STATE OF FLORIDA
 COUNTY OF TAYLOR

ACKNOWLEDGMENT:
 STATE OF FLORIDA
 COUNTY OF TAYLOR

NOTARY:
 I HEREBY CERTIFY ON THIS DAY PERSONALLY APPEARED BEFORE
 ME THE ABOVE NAMED SURVEYOR AND HE OR SHE HAS ACKNOWLEDGED
 TO ME THAT HE OR SHE IS THE PERSON WHO HAS PREPARED THIS
 PLAT AND THAT HE OR SHE IS A LICENSED SURVEYOR IN THE STATE OF
 FLORIDA AND THAT HE OR SHE HAS NOT BEEN DECEASED OR OTHERWISE
 INCAPACITATED AT THE TIME OF EXECUTION OF THIS PLAT.

WITNESSED BY ME AND MY OFFICIAL SEAL, THIS _____ DAY OF
 _____ 2007.

ACKNOWLEDGMENT:
 STATE OF FLORIDA
 COUNTY OF TAYLOR

NOTARY:
 I HEREBY CERTIFY ON THIS DAY PERSONALLY APPEARED BEFORE
 ME THE ABOVE NAMED SURVEYOR AND HE OR SHE HAS ACKNOWLEDGED
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 PLAT AND THAT HE OR SHE IS A LICENSED SURVEYOR IN THE STATE OF
 FLORIDA AND THAT HE OR SHE HAS NOT BEEN DECEASED OR OTHERWISE
 INCAPACITATED AT THE TIME OF EXECUTION OF THIS PLAT.

WITNESSED BY ME AND MY OFFICIAL SEAL, THIS _____ DAY OF
 _____ 2007.

ACKNOWLEDGMENT:
 STATE OF FLORIDA
 COUNTY OF TAYLOR

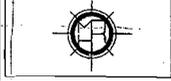
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 TO ME THAT HE OR SHE IS THE PERSON WHO HAS PREPARED THIS
 PLAT AND THAT HE OR SHE IS A LICENSED SURVEYOR IN THE STATE OF
 FLORIDA AND THAT HE OR SHE HAS NOT BEEN DECEASED OR OTHERWISE
 INCAPACITATED AT THE TIME OF EXECUTION OF THIS PLAT.

WITNESSED BY ME AND MY OFFICIAL SEAL, THIS _____ DAY OF
 _____ 2007.

ACKNOWLEDGMENT:
 STATE OF FLORIDA
 COUNTY OF TAYLOR

NOTARY:
 I HEREBY CERTIFY ON THIS DAY PERSONALLY APPEARED BEFORE
 ME THE ABOVE NAMED SURVEYOR AND HE OR SHE HAS ACKNOWLEDGED
 TO ME THAT HE OR SHE IS THE PERSON WHO HAS PREPARED THIS
 PLAT AND THAT HE OR SHE IS A LICENSED SURVEYOR IN THE STATE OF
 FLORIDA AND THAT HE OR SHE HAS NOT BEEN DECEASED OR OTHERWISE
 INCAPACITATED AT THE TIME OF EXECUTION OF THIS PLAT.

WITNESSED BY ME AND MY OFFICIAL SEAL, THIS _____ DAY OF
 _____ 2007.



M. H. RATLIFF

REGISTERED LAND SURVEYOR
 2998 GOLF COURSE ROAD TERRY FLORIDA 32348 850.384.7070



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

SUBDIVISION APPLICATION

MINOR DEVELOPMENT
Fee: 25 Lots or Less \$~~500.00~~
\$1,000.00

MAJOR DEVELOPMENT
26 Lots or More \$750.00

Date: MARCH 13, 2006

1. Applicant Name: FLA-LAND, LLC
Address: 14952 US90
City / State: LIVE OAK, FLORIDA
Phone: 386 362-7814

2. Name of Proposed Development: COASTAL CORNER

3. Property ID#: Sec. 28, Twp. 2, Rge. 7, Parcel 01783-000

4. Name of Land Owner: FLA-LAND, LLC

5. Name / Address of Surveyors:

Surveyor #1: M. H. RATLIFF

Address: 2998 GOLF COURSE RD PERRY, FL.

Phone: 850 584-7070

Surveyor #2: _____

Address: _____

Phone: _____

DEVELOPMENT INFORMATION

1. Total Number of Lots: 4

2. Total Acreage: 46.0

3. Total Number & Type of Residential Units: 4 (SF) (2F) (MF)

4. Total Number of Residential Units Per Acre: AC-2 1/10 acres

5. Land Use Classification... AG-2
6. Impervious Surface Ratio: N/A %
7. Proposed Road Name: WILL USE EXISTING "ALBERT HENDRY ROAD"
8. Proposed Road Maintenance: Public X Private _____
 Submit Cross-Section and Specifications of all Road Improvements for Construction Plan Review / Approval
9. Distance From Significant Natural or Environmentally Sensitive Area: _____ ft.
11. Protected Trees to be Removed? Yes _____ No X
 (See Section 42-746 Land Development Code for Listing of Species & Size)
 Reason for Removal: N/A
12. Measures to Protect Remaining Trees: N/A

CONCURRENCY INFORMATION

(Must be provided by applicant for major development > 25 lots)

1. Roads:
- a. Existing Capacity (C) of Adjoining Road Segments Based on (FDOT) General Level of Service Tables: N/A
 - b. # Trips (D) During P.M. Peak Hour (ITE trip generation report): N/A
 - c. Existing Traffic Volume (V) per Traffic Counts: N/A
 - d. New Volume (N) = (D) + (V): N/A
 - e. Ratio (N) / (C) > 100% = Non-concurrent: N/A

2. Potable Water: Private Well: X Public: _____ Community: _____
 If Public or Community, provide signed statement from provider that development is in service area and capacity is available.

3. Wastewater: Private Septic: X Public: _____ Community: _____
 If Public or Community, provide signed statement from provider that development is in service area and capacity is available.

4. Drainage: Development Type = SFR: _____ Other: _____
 For other, submit proof of DEP & SRWMD permit applications or exemptions

114 W. Green St.
Perry, Fl. 32347
(P)850-584-2849
(F)850-584-7609

.....

Delta Land Surveyors, Inc.

October 31, 2007

Dear Sir or Madam:

I have reviewed Coastal Corners Subdivision final plat for Chapter 177 Florida Statutes as amended. The plat conforms to the requirements of Chapter 177 Part 1 Florida Statutes as amended.

Thank You,

Lawrence D. Rowell

Lawrence D. Rowell

Professional Land Surveyor and Mapper, F.R.C. #3223

.....

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

(850) 584-5113
FAX (850) 584-2433

November 21, 2007

VIA FACSIMILE AND REGULAR MAIL

Mr. Kenneth Dudley
County Engineer
201 East Green Street
Perry, Florida 32347

Mr. Jack Brown
County Offices
201 E. Green Street
Perry, Florida 32347

Dear Kenneth and Jack:

I have reviewed the paper final plat of Coastal Corners Subdivision as requested.

1. Each plat shall have a description of the lands subdivided and shall be the same in the title certification. I haven't seen any title work on this property yet.

The above is the only comment I have on this plat and I will be happy to sign same when presented.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

P.S. Happy Holiday!