SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, DECEMBER 14, 2010
5:30 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

3. Approval of agenda

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

CONSENT ITEMS:

4. THE BOARD TO CONSIDER APPROVAL OF THE EMERGENCY MANAGEMENT PREPAREDNESS ASSISTANCE GRANT CLOSE OUT REPORT, AS AGENDAED BY LAWANDA PEMBERTON, ASSISTANT COUNTY ADMINISTRATOR.

5. THE BOARD TO CONSIDER APPROVAL OF CORRECTED EQUITABLE SHARING AGREEMENT AND CERTIFICATION, AS REQUESTED BY L.E."BUMMY" WILLIAMS, SHERIFF.

6. THE BOARD TO CONSIDER THE APPROVAL OF THE RELEASE OF FISCAL YEAR 10/11 BUDGETED FUNDS, IN THE AMOUNT OF $70,000, AS REQUESTED BY THE UNITED WAY OF THE BIG BEND.

7. THE BOARD TO CONSIDER APPROVAL OF T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR DR. BAS MUTNAL, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.

8. THE BOARD TO CONSIDER APPROVAL OF T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR JOHN L. SUNDERLAND, AS AGENDAED BY THE GRANTS COORDINATOR.

9. THE BOARD TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE LANDFILL MOWING AND FERTILIZING CONTRACT WITH PADGETT LAWN CARE, LLC, AS AGENDAED BY THE COUNTY ENGINEER.

10. THE BOARD TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE STEINHATCHEE PARK PROJECT CONTRACT WITH R&E SITE DEVELOPMENT, INC., AS AGENDAED BY THE COUNTY ENGINEER.

11. THE BOARD TO CONSIDER APPROVAL OF CORRECTED LEASE AGREEMENT WITH DOCTORS MEMORIAL HOSPITAL (DMH) FOR THE EXCELART VANTAGE AGV HIGH FIELD MAGNETIC RESONANCE IMAGING (MRI) SYSTEM, AS AGENDAED BY JACK R. BROWN, COUNTY ADMINISTRATOR.

HOSPITAL ITEMS:

12. THE BOARD TO CONSIDER APPROVAL OF INVOICE FOR $25,000 FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF NOVEMBER 2010, AS SUBMITTED BY DOCTORS' MEMORIAL HOSPITAL.

BIDS/PUBLIC HEARINGS:

13. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING PASSAGE OF A PROPOSED ORDINANCE WHICH AMENDS LDC SECTION 4.07.04, CHAPTER 42, SPECIFYING RECREATIONAL VEHICLE DENSITY ON A LOT OR PARCEL IN A SPECIAL FLOOD HAZARD AREA.

14. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF A PROPOSED ORDINANCE WHICH AMENDS LDC SECTION 4.07.04, CHAPTER 42, SPECIFYING RECREATIONAL VEHICLE SETBACK DISTANCE ON A LOT OR PARCEL.

15. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF A PROPOSED ORDINANCE ESTABLISHING THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB).

16. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:35 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF A PROPOSED ORDINANCE AMENDING CHAPTER 74, SECTION 74-3 OF THE TAYLOR COUNTY CODE OF ORDINANCES, REGARDING THE USE OF AUXILIARY EXHAUST "JAKE" BRAKES ON HIGHWAY 98 WEST, (FROM THE INTERSECTION OF SHELTON EDWARDS ROAD AND HWY 98 TO THE CITY LIMITS OF PERRY).

PUBLIC REQUESTS:

17. RICK BREER, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO REQUEST THAT THE BOARD APPOINT TWO MEMBERS TO THE TCDA BOARD OF DIRECTORS.

COUNTY STAFF ITEMS:

18. THE BOARD TO CONSIDER APPROVAL OF ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN DIXIE AND TAYLOR COUNTY FOR FIRE AND EMERGENCY MEDICAL SERVICES, AS AGENDAED BY JEFF MANNING, PUBLIC SAFETY DIRECTOR.

19. THE BOARD TO CONSIDER APPROVAL OF ADOPTION OF THE TAYLOR COUNTY LOCAL MITIGATION PLAN AND APPROVAL OF DRAFT RESOLUTION STATING SUCH, AS AGENDAED BY THE PUBLIC SAFETY DIRECTOR.

20. THE BOARD TO CONSIDER APPROVAL OF DEBRIS CLEAN UP CONTRACT RENEWAL WITH DRC EMERGENCY SERVICES, LLC FOR ONE YEAR, AS AGENDAED BY JOHN SINGER, ENVIRONMENTAL SERVICES DIRECTOR.

21. THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR THE FOLLOWING, WHO RECEIVED ASSISTANCE THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
    - THOMAS AND VICKI BOHANAN
    - JUSTIN T. AND CASSIE L. O'NEAL

22. THE BOARD TO DISCUSS THE UPCOMING FUNDING CYCLE FOR THE 2011 FLORIDA COMMUNITIES TRUST PARKS AND OPEN SPACES GRANT PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

23. THE BOARD TO CONSIDER APPROVAL OF FUNDING PROPOSAL FOR THE FOLEY ROAD (C.R. 30) RESURFACING PROJECT CONTRACT WITH ANDERSON COLUMBIA COMPANY, INC., AS AGENDAED BY THE COUNTY ENGINEER.

24. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE SCRAP ROAD PROJECT (FOLEY ROAD), AS SUBMITTED BY COUNTY FINANCE.

GENERAL BUSINESS:

25. THE BOARD TO FURTHER DISCUSS TOURNAMENTS AT THE TAYLOR COUNTY SPORTS COMPLEX, AS AGENDAED BY COMMISSIONER FEAGLE.

26. THE BOARD TO DISCUSS DESIGNATING COUNTY ROAD 14 AS AN EVACUATION ROUTE, AS AGENDAED BY COMMISSIONER FEAGLE.

27. THE BOARD TO CONSIDER APPROVAL OF BOARD COMMITTEE ASSIGNMENTS FOR FISCAL YEAR 2011, AS AGENDAED BY CHAIRMAN HOUCK.

28. THE BOARD TO CONSIDER ADOPTION OF THE BOARD RULES FOR FISCAL YEAR 2011, AS AGENDAED BY CHAIRMAN HOUCK.

29. THE BOARD TO CONSIDER APPROVAL OF PROPOSED BOARD CALENDAR FOR FISCAL YEAR 2011, AS AGENDAED BY CHAIRMAN HOUCK.

30. THE BOARD TO CONSIDER SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER CHANGING THE NAME OF LEWIS ROAD TO T.A. MILLER ROAD, AS AGENDAED BY COMMISSIONER WIGGINS.

COUNTY ADMINISTRATOR ITEMS:

31. THE BOARD TO CONSIDER SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER ADOPTION OF DRAFT ANIMAL CARCASS ORDINANCE.

32. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED 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

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT LAWANDA PEMBERTON, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

(4)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Emergency Management Base Grant Close Out
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Board to consider approval of Emergency Management Base Grant close out report for FY 2009-2010

Recommended Action: Approve

Fiscal Impact: $125,295.24

Budgeted Expense: Yes

Submitted By: LaWanda Pemberton, Asst. County Administrator

Contact: 850-838-3500 ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County Emergency Management was awarded and expended a total of $125,295.24 from the State of Florida, Department of Emergency Management , Emergency Management Preparedness and Assistance Grant Program. Funding was utilized to for salaries and benefits of Emergency Management personnel, day to day operations of the Emergency Operations Center, disaster response, training, and the purchase of an additional generator for the Emergency Operations Center.

Options: N/A

Attachments: Copy of close out report.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Emergency Management Preparedness and Assistance Grant Program

Close-Out Report

This form should be completed and submitted to the Department no later than forty-five (45) days after the termination date of the Agreement.

Grantee	Taylor County BCC	Agreement Number	10BG25037101132
Address	201 E. Green Street	Agreement Amount	$102,724
City and State	Perry, FL 32347	Agreement Period	10/01/09-09/30/10

Cost Categories	By Category Total Contract Expenditures
Salary and Benefits	$71,161.88
Other Personal/Contractual Services	
Expenses	$17,185.85
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	$13,632.86
Total	$101,980.59

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Date	Amount
1.2/23/10	$14,955.01
2.6/14/10	$19,698.54
3.8/24/10	$27,544.86
4.Pending 4th Quarter	$39,782.18
6. TOTAL	$101,980.59

Agreement Amount $ 102,724

Minus Total Payment $ 101,980.59
(Including final requested funds – Line 6)

Minus amount carried forward $ 0
(If any)

Unspent balance $ 743.42

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement

Make checks payable o:
Cashier, Department of Community Affairs

Mail To:
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed _____
Grantee Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

EMPG

Emergency Management Preparedness and Assistance Grant Program

Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee Taylor County BCC

Address 201 E. Green Street

City and State Perry, FL 32347

Agreement No. 10-BG-25-03-71-01-132

Agreement Amount $22,571.24

Agreement Period 11/19/2009-06/30/2010

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	$7,616.53
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	$14,905.21
Total	$22,521.74

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

	Date	Amount
1	6/14/10	$5,471.92
2	Pending	$17,049.82
3		
4		
5		
Total 6		$22,521.74

Agreement Amount $22,571.24

Minus Total Payments (Including final requested funds – Line 6) $22,521.74

Minus amount carried forward (If any) $0.00

Unspent balance $49.50

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.

Make checks payable to:
Cashier, Department of Community Affairs

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in accordance with this Agreement.

Signed Jack R. Brown
Grantee Contract Manager or Financial Officer

Date 8/24/10

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

(5)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve the Equitable Sharing Agreement and Certification for the reporting required of the FDLE Edward Bryne Memorial Justice Grant Drug Eradication grant. This form is required to be submitted when working with federal agencies in disbursing funds from seized or forfeited properties. The Board of Commissioners is the lead agent for the FDLE grants received on behalf of the Sheriff's Department.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Board to approve the Equitable Sharing Agreement and Certification on behalf of the Sheriff's Department.

Recommended Action: Approve Equitable Sharing Agreement and Certification.

Fiscal Impact: Required to receive FDLE funds for the local drug eradication program. The County received $85,839 on behalf of the Sheriff's Department for FY 2010-2011.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Sheriff's Department had previously submitted the Equitable Sharing Agreement and Certification to the Board for approval through the County Administrator's office and Chairman Wiggins had signed upon Board approval. On the Annual Certification Report the Sheriff's office had not indicated the dollar amount of federal sharing funds received and FDLE rejected the report. FDLE has confirmed the correct amount of Federal Sharing Funds Received was $39,525.17.

Options: Required to receive federal funding for the Sheriff's office.

Attachments: Equitable Sharing Agreement and Certification and correspondence from Sheriff Williams

Sheriff

L. E. "BUMMY" WILLIAMS – TAYLOR COUNTY

Taylor County Courthouse • Perry, Florida 32347
850-584-4225 • 1-800-800-4740
Dispatch 1-800-669-7123

29 November 2010

Lonnie Houck, Chairman
Board of County Commissioners
Perry, Florida 32347

Chairman Houck:

As an existing participant for the Equitable Sharing Agreement it is necessary to have the Sheriff's signature as the Law Enforcement Agency Head, as well as the Chairman's signature as the Governing Body Head for this application. The agreement/application is necessary when working with other federal agencies in disbursing of funds from seized or forfeited properties.

Thank you for your assistance in this matter.

Respectfully,

L. E. "Bummy" Williams
Sheriff, Taylor County

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ **Police Department** ◉ **Sheriff's Office** ◯ **Task Force (Complete Table A, page2)**
◯ **Prosecutor's Office** ◯ **Other (specify)** _____

Agency Name: Taylor County Sheriff's Office

NCIC/ORI/Tracking Number: F L 0 6 2 0 0 0 0

Street Address: 108 N. Jefferson Street Suite 103

City: Perry **State:** FL **Zip:** 32347

Contact: Title: Captain First: Ron Last: Rice

Contact: Phone: 850-838-3505 E-mail: rrice@taylorcountysheriffl.org

☒ Same as Contact **Preparer:** First: Ron Last: Rice

Preparer: Phone: 850-838-3505 E-mail: rrice@taylorcountysheriffl.org

Last Fiscal Year End: 09/30/2010 **Agency Current Fiscal Year Budget:** $5,679,046.00

◯ **New Participant:** Read the Equitable Sharing Agreement (page 4) and sign the Affidavit (page 5)

◯ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5)

◉ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 4), and sign the Affidavit (page 5).

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received	$39,525.17	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income		
5	Interest Income Accrued — Non-Interest Bearing ◉ / Interest Bearing ◯		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$39,525.17	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$0.00
8	Ending Balance (difference between line 7 and line 6)	$39,525.17	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, USSS, and USCG.

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year employees Refer to § VIII.A.2.a.3 of the *Justice Guide*		
b	Total spent on overtime		
c	Total spent on informants, "buy money," and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other state and local law enforcement agencies (complete Table C, page 2)		
j	Total spent on other law enforcement expenses (complete Table D, page 3)		
k	Total Expenditures in Support of Community-based Programs (complete Table E, page 3)		
l	Total Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
m	Total spent on matching grants (complete Table G, page 3)		
	Total	$0.00	$0.00
Did you receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H, page 3			

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Total the amount transferred to each agency on separate lines

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Total the amount transferred to each agency on separate lines

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds

Table E: Expenditures in Support of Community-based Programs

Refer to § VIII.A.1.m and Appendix C of the *Justice Guide*

Recipient	Justice Funds	

Table F: Windfall Transfers to Other Government Agencies

Refer to § VIII.A.1.n of the *Justice Guide* and pp. 25-26 of the *Treasury Guide*

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Refer to § VIII.A.1.h of the *Justice Guide* and p. 22 of the *Treasury Guide*

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Description of Asset

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Management and Strategic Planning Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 5) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. ***Transfers.*** *Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.*

5. ***Internal Controls.*** *The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.*

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the Justice Guide and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the Justice or *Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Amended Form

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head See ¶ 2 on page		**Governing Body Head** See ¶ 2 on page	
Signature:		Signature:	
Name:	L.E. "Bummy" Williams	Name:	Lonnie Houck
Title:	Sheriff	Title:	Chairman, BOCC
Date:	11/29/2010	Date:	11/29/2010

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

dparker@taylorcountysheriffl.org
rrice@taylorcountysheriffl.org

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____
Entered on _____

Date Printed: November 29, 2010 07:46

○ FY End: 09/30/2010
○ NCIC: FL0620000 Agency: Taylor County Sheriff's Office Phone: 850-838-3505
◉ State: FL Contact: Ron Rice E-mail: rrice@taylorcountysheriffl.org

United Way of the Big Bend

(6)

November 17, 2010

Jack Brown
County Administrator
Taylor County Commission
201 East Green Street
Perry, Florida 32347

Dear Jack:

United Way of the Big Bend is very pleased to serve once again as the administrator of your Human Services Grant Program. Your vote of confidence for our administering this program is deeply appreciated. Also, we recognize that our current economy has placed tremendous stress on budgeting for county governments, so we are very pleased that the County commission voted to continue funding at $70,000.

The following Taylor County citizens met on November 16, 2010 to review grant proposals: Scott Barton, (Chair) Buckeye; June Evans, retired Taylor County School Board payroll officer; Margie Sleigher, Human Resources Director for Chemring and Debbie Bassett, Capital City Bank. After careful consideration, they recommended distribution of the $70,000 as listed below:

Taylor County Senior Citizens Center - $22,000;
Taylor County Boys and Girls Club - $22,000;
Taylor County Leadership Council - $10,000;
Taylor County Refuge House - $12,000;
Early Learning Coalition of the Big Bend - $2000; and
Taylor County Special Olympics - $2,000.

These funds will be distributed on a quarterly basis beginning with December 2010. In previous years, you have rendered payment in one check. Please consider this letter a request for $70,000 to fund these agencies' grants as listed above for fiscal year 2010-2011. A copy of this letter is also being forwarded to Tammy Taylor, the County's Chief Financial Officer.

Again, permit me to thank you for the confidence you have placed in United Way of the Big Bend to administer your Human Services Grant Program. Should you have any questions, please contact Glenda Hamby at 545-1344 or Glenda@UWBB.org

Cordially,

Kenneth S. Armstrong, Ph.D.
President

cc: Tammy Taylor

RECEIVED
NOV 22 2010
By

307 East Seventh Avenue, Tallahassee, FL 32303
Telephone 850-414-0844 Fax 850-414-0852 Visit us online at www.uwbb.org Email uwbb@uwbb.org
Your community partner in Franklin, Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, and Wakulla counties

(7)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve t-hangar lease agreement at Perry Foley Airport for Dr. Bas Mutnal
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Requesting Board to approve t-hangar lease agreement at Perry Foley Airport for Dr. Bas Mutnal.

Recommended Action: Board to approve t-hangar lease agreement with Dr. Mutnal

Fiscal Impact: T-hangars lease for $160 per month, plus tax.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This lease renews Dr. Mutnal's existing lease until August 25, 2011. The terms of the previous lease agreement have not changed. The Board approved the lease agreement form at the Board meeting of August 3, 2009. The Lessee has provided Airport staff copies of required insurance documentation.

Attachments: Lease agreement for Dr. Bas Mutnal

MALCOLM PAGE District 1 | MARK WIGGINS District 2 | LONNIE HOUCK 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 7 Phone
(850) 838-3501 Fax

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

Perry-Foley Airport
Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 25th day of Aug, 2010 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and Bas Mutnal ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

   Lessor hereby leases to Lessee Hangar# 8 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

   Make/Model/Color: Piper Seneca III 1981 Tan

   Registration No. PZAN 8446P (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

   The term of this agreement shall commence on the 25th day of Aug, 2010 and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of_____ per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the charge in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11^{th}) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,

b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of a least 1 ½ hours.

c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. **Obligations of the Lessee:**

a. Storage: The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.

b. Building Maintenance and Repair: The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.

c. Use of Hangar: T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance,** as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfound"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. Regulatory Review:

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

6. **Sublease/Assignments:**

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. **Condition of Premises:**

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. **Alterations:**

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. **Insurance:**

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the

Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

a. Bodily Injury - $50,000 and

b. Property Damage - $500,000 per accident.

c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. **Disclaimer of Liability:**

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. **Default:**

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filled by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

Governing Law:

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

15. **Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. Use of Airport Facilities:

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. Maintenance of Airport Facilities:

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. Airspace and Approaches: Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

   AIRPORT MANAGER

   BILL ROBERTS

   401 INDUSTRIAL DR.

   PERRY, FL. 32348

2. If to Lessee, address to:

   BAS MUTNAL MD
   305 Bishop Blvd.
   Perry, FL. 32347

   Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar. Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

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

Lessor: Taylor County Board of County Commissioners, Florida

By: _____

Title: Airport Manager

Lessee: _____ 25th Aug 2010

By: _____

Title: M. D

By: _____
Attested by Annie Mae Murphy Clerk of Court

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

8

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Approval of t-hangar lease agreement at Perry Foley Airport for John L. Sunderland
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: **Board to approve t-hangar lease agreement at Perry Foley Airport for John L. Sunderland.**

Recommended Action: **Board to approve t-hangar lease agreement for Mr. Sunderland.**

Budgeted Expense: **T-hangars lease for $160.00 per month plus tax. This lease brings in an annual income of $1,920.00 to the Airport.**

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **This lease agreement renews Mr. Sunderland's existing lease until August 30, 2011. The terms of the previous lease agreement have not changed. The Board approved the lease agreement form at the Board meeting of August 3, 2009. The Lessee has provided Airport staff copies of required insurance documentation.**

Attachments: **Lease Agreement for John L. Sunderland**

MALCOLM PAGE District 1 | MARK WIGGINS District 2 | LONNIE HOUCK District 3 | RUDOLPH PARKER District 4 | PATRICIA PATTERSON District 5

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BOARD OF COUNTY COMMISSIONERS

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Perry-Foley Airport
Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this 1st day of Sept, 2010 by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and John L. Sunderland ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

   Lessor hereby leases to Lessee Hangar# 3 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

   Make/Model/Color: C182P White w/ Black

   Registration No. N72VH (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

   The term of this agreement shall commence on the 1st day of Sept, 2010, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of 160.00 + 11.20 (tax) = $171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the charge in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11^{th}) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 401 Industrial Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,

b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of a least 1 ½ hours.

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a. Storage: The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.

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c. Use of Hangar: T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance,** as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfound"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. Regulatory Review:

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

6. **Sublease/Assignments:**

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. **Condition of Premises:**

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. **Alterations:**

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. **Insurance:**

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the

Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

a. Bodily Injury - $50,000 and

b. Property Damage - $500,000 per accident.

c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. **Disclaimer of Liability:**

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. **Default:**

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filled by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

Governing Law:

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

15. **Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. Use of Airport Facilities:

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. Maintenance of Airport Facilities:

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. Airspace and Approaches: Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

   AIRPORT MANAGER

   BILL ROBERTS

   401 INDUSTRIAL DR.

   PERRY, FL. 32348

2. If to Lessee, address to:

   John Sunderland
   3589 Green Farm Rd
   Perry, Fl. 32347

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar. Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

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

Lessor: Taylor County Board of County Commissioners, Florida

By: _____

Title: Airport Manager

Lessee: John L. Sunderland

By: John L Sunderland

Title: Owner

By: _____
Attested by Annie May Murphy Clerk of Court

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	BOARD TO RATIFY THE LANDFILL MOWING AND FERTILIZING CONTRACT WITH PADGETT LAWNCARE, LLC AS SIGNED BY THE COUNTY ADMINISTRATOR.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Landfill Mowing and Fertilizing Contract with Padgett Lawncare, LLC.

Recommended Action:

The Board should ratify the County Administrator's signature of the Landfill Mowing and Fertilizing Contract with Padgett Lawncare, LLC.

Fiscal Impact: FISCAL YR 2010/11 - $6,547.00

Budgeted Expense: YES

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners accepted the proposal from Padgett Lawncare, LLC on November 1, 2010, as the lowest of three proposals received for mowing and fertilizing the Taylor County Closed Landfill. This proposal provides for an initial one-year Mowing and Fertilizing contract with a possible additional one-year extension at the same rates.

The County Administrator signed and executed the attached contract and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

1) Approve the request to ratify the County Admimnistrator's signature.

2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Contract

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
(STIPULATED PRICE)

THIS AGREEMENT is by and between Taylor County Board of County Commisisoners (Owner) and Padgett Lawn Care, LLC. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to be bid as a lump sum project, with per cycle mowing and fertilizing items priced seperately as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering Division
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 Fax: 850.838.3501

3.02 The Project will be administered by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347

REVISED: EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor (Stipulated Price)
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(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work shall be ready for final payment within 10 days of the days specified within the contract documents.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time(s) specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $100.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 The Term of this project will be from October 1, 2008, through September 30, 2009. A one-year renewal provision may be available based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum (excluding extra mowing cycles) of:

Six Thousand Five Hundred Forty-Seven Dollars	($6,547.00)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of EJCDC C-700, 2002 Edition.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of EJCDC C-700, 2002 Edition. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and

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6.02.A.2 below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate of One percent (1%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

E. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).

3. General Conditions.

4. Scope of Work.

6. Drawings consisting of 1 sheet(s) with each sheet bearing the following general title: *Taylor County Closed Landfill Mowing And Fertilizing* [or] the Drawings listed on attached sheet index.

7. Addenda (numbers _____ to _____, inclusive).

8. Exhibits to this Agreement (enumerated as follows):

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a. Contractor's Bid (pages 1 to 5, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 13, inclusive).
Bid Documentation (Articles of Incorporation, Insurance, Hold Harmless, etc.)

c. Project Specifications (pages 1 to 3, inclusive).

9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The Requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order, Engineer's approval of a Shop Drawing or Sample or a written clarification or interpretation.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree

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that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. Venue for all disputes arising from this contract shall be Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on DECEMBER 1ST, 2010 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Jack R. Brown

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Padgett Lawn Care, LLC.

By: Glen Padgett

Title: Managing Member

[CORPORATE SEAL]

Attest: Glen Padgett

Title: Managing Member

Address for giving notices:

Padgett Lawn Care, LLC.

8950 HWY 27 E

Perry, FL 32347

License No.: _____
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	BOARD TO RATIFY THE STEINHATCHEE PARK PROJECT CONTRACT WITH R&E SITE DEVELOPMENT, INC. AS SIGNED BY THE COUNTY ADMINISTRATOR.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue:

Board to consider request to ratify the County Administrator's signature of the Steinhatchee Park Project Contract with R&E Site Development, Inc.

Recommended Action:

The Board should ratify the County Administrator's signature of the Steinhatchee Park Project Contract with R&E Site Development, Inc.

Fiscal Impact: FISCAL YR 2010/11 - $59,400.00

Budgeted Expense: YES

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board of County Commissioners accepted the proposal from R&E Site Development, Inc., on November 16, 2010, as the lowest of eight proposals received for construction of the Steinhatchee Park project. This project will include construction of a new playground, restroom building, picnic pavilion and various site amenities at the current Steinhatchee Community Center location. The project is expected to be complete no later than January 30, 2011.

The County Administrator signed and executed the attached contract and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff respectfully requests that the County Commission ratify the County Administrator's signature.

Options:

1) Approve the request to ratify the County Admimnistrator's signature.

2) Deny the request and state reasons for such denial.

Attachments:

Copy of Executed Contract

AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Taylor County Board of County Commisisoners (Owner) and R&E Site Development, Inc. (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Steinhatchee Park Contract: *The intent of this contract is to secure all labor, materials and equipment required for construction of the Steinhatchee Park improvements. This project includes demolition, site grading, and construction of retaining walls, sidewalks, restroom and associated utilities, playground and picnic pavilion. Playground will be direct purchased by County and installed by Playground Manufacturer certified installer. Remaining site amenities (trash receptacles, picnic tables, grills and park benches) will also be direct purchased by County and installed by Contractor.*

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to be bid as a lump sum project, with add/deduct items as specified on the Bid Proposal.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Taylor County Engineering Division
201 East Green St.
Perry, Florida 32347

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(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Fifty Nine Thousand and Four Hundred Dollars	($59,400)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

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A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

~~7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of One percent (1%) per annum.~~ BB, MW,

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

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E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 17 sheets with each sheet bearing the following general title: *Steinhatchee Park* [or] the Drawings listed on attached sheet index.
7. Addenda (numbers 1 to 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid (pages 1 to 10, inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
   c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information..
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

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a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. Venue for disputes arising from this contract shall be Taylor County, Florida.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 12/1, 2010 (which is the Effective Date of the Agreement).

OWNER:	**CONTRACTOR:**
Taylor County Board of County Commissioners	R&E Site Development, Inc.
By: Jack R. Brown	By:
Title: County Administrator	Title: President
[COUNTY SEAL]	*[CORPORATE SEAL]*
Attest: Annie Mae Murphy	Attest: Christina M. Suggs
Title: Taylor County Clerk of Court	Title: Sec/Tres
Address for giving notices:	Address for giving notices:
108 North Jefferson St., Suite 102, Perry, FL 32347	P.O. Box 855, Lake Butler, FL 32054
OR	
P.O. Box 620, Perry, FL 32348	
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)	License No.: CUC1223702 (Where applicable)
	Agent for service or process:
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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OP ID: LM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/23/10

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

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

PRODUCER	386-252-9601
Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Greg Beasley	386-239-5729
INSURED	NORTH FLORIDA REFORESTATION & R&E SITE DEVELOPMENT INC POST OFFICE BOX 365 LAKE BUTLER, FL 32054

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #:	NORTH03

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Ins Co	10190
INSURER B : Auto Owners Insurance Co.	18988
INSURER C : FL Fruit & Vegetable SIF	10385
INSURER D : Federal Ins Co	20281
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			0147827273251710	07/22/10	07/22/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4298150100	07/22/10	07/22/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
B	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			0123827269778409	07/22/10	07/22/11	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC84000156702009A	11/09/09	11/09/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	LEASED/RENTED			06641638	07/22/10	07/22/11	LIMIT $1000 DED	170,000

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

TAYLOR COUNTY BOARD OF COUNTY COMMSSIONERS ARE INCLUDED AS ADDITIONAL INSUREDS REGARDS TO THE GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

TAYLC03

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
CLERK OF COURT
108 N JEFFERSON ST STE 102
PERRY, FL 32347

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Greg Beasley

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(11)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Corrected Lease Agreement with Doctors Memorial Hospital (DMH) for MRI System
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Board to consider approval of corrected lease agreement with Doctors Memorial Hospital for MRI System

Recommended Action: Approve

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved a lease agreement with DMH on October 19, 2010 for the newly purchased MRI System. Upon execution of agreement staff discovered the incorrect lease agreement had been signed.

Options: Not to approve

Attachments: Draft Lease Agreement

EXCELART VANTAGE AGV HIGH FIELD MAGNETIC RESONANCE IMAGING (MRI) SYSTEM

EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 2010, by and between the **TAYLOR COUNTY, FLORIDA, a Florida political subdivision** with its address being a 201 E. Green Street, Perry, Florida 32347 (hereinafter referred to as Lessor) and **DOCTORS' MEMORIAL HOSPITAL INC., a Florida Not-for-Profit Corporation** with its address being 333 N. Byron Butler Pkwy, Perry, Florida 32347 (hereinafter referred to as "Lessee").

WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (Equipment) purchased from Toshiba America Medical Systems, Inc.: 1 each EXCELART VANTAGE AGV HIGH FIELD MAGNETIC RESONANCE IMAGING (MRI)SYSTEM consisting of: 1 CARDIAC GATING UNIT, 1 LCD MONITOR FOR ECG, 1 VIDEO FADER, 1 PERIPHERAL PULSE GATING, RESPIRATORY GATING, 1 PIANISSIMO FOR VANTAGE, 1 BOX OF 50 ELECTRODE PADS, 1 WATER DISTRIBUTION PANEL, SET OF TIVE DVD-RAM MEDIA, 1 QD HEAD COIL, 1 C/T/L SPINE ARRAY COIL, 1 QD KNEE/FOOT/ANKLE COIL, 1 QD TORSO/CARDIAC SPEEDER ARRAY COIL, 1 QD HEAD SPEEDER COIL WITH NEUROVASCULAR ATTACHMENT, 1 GP FLEX COIL, 1 8-CHANNEL ARRAY ELECTRONICS PACKAGE, 1 MRA R6 PACKAGE FOR VANTAGE, 1 EPI R6 PACKAGE FOR VANTAGE, 1 FBI, CIA AND SUPERFASE, R6 PACKAGE FOR VANTAGE, 1 DICOM QUERY /RETRIVE SCP KIT, 1 DICOM STORAGE COMMIT SCU, 1 DICOM MWM SCU KIT, 1 CONSOLE DESK 65" X 36" X 30", 2 CHAIRS WITH ADJUSTABLE ARMS AND BACK, ONE SILENT SCAN™ STEREO & INTERCOM SYSTEM, 1 DRAKE HEAT EXCHANGE DUAL LOOP FOR ATLAS OR VANTAGE, 1 SHOULDER ARRAY ADAPTER, 1 VANTAGE FEET FIRST LUMBAR SPINE IMAGING PAD SET, 1 RADIANCE BREAST IMAGING PACKAGE, 1 CIRCULAR FLEX COIL 200 MM, AND 1 POWER CONDITION 208/240/480 V.

Term. The term of this Lease shall commence on the ____ day of _____, 20__ and shall remain in effect for a period of 5 years commencing upon the date of execution of the Agreement by both parties.

Termination. The Board of County Commissioners may terminate this Agreement by giving sixty (60) days notice to the other party.

Rent and Deposit. The annual rent for the Equipment is $10 dollars per year, to begin on the 15th day of July, 2010 and on the same day of each succeeding year throughout the term hereof. Payment shall be sent to Lessor at 108 N. Jefferson St, Perry, Florida, 32347.

Use. Lessee shall use the Equipment in a safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Repairs. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

Loss and Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease.

In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

Place the same in good repair, condition and working order; or

Replace the same with like equipment in good repair, condition and working order; or

Pay to Lessor the replacement cost of the Equipment.

Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted.

Insurance. Lessee shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and liability and property damage insurance with limits as approved by Lessor, naming Lessor as additionally named insured and a loss payee. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance.

Encumbrances. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall report, pay and discharge when due all license and registration fees arising out of receipts from use or operation of the Equipment, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Lessor or Lessee.

Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

Default. If Lessee fails to pay any rent or other amount herein provided within thirty (30) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.

To sue for and recover all rents, and other payments, then accrued or thereafter accruing.

To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and

all damages occasioned by such taking of possession.

To terminate this Lease.

To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

Bankruptcy. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option.

Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

Entire Agreement. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. If any part of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining parts of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

Notices. Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter

set forth, or to such address as such party may provide in writing from time to time.

If to Lessor: County Administrator, Taylor County, 201 E. Green St., Perry, Florida 32347

If to Lessee: Chief Executive Officer, Doctors' Memorial Hospital, Inc., 333 N. Byron Butler Pkwy, Perry, Florida 32347

Assignment. Lessee shall not assign this Lease or its interest in the Equipment.

Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida without choice of law rules. The venue for any action, lawsuit or proceeding arising out of or relating to this Agreement shall be in Taylor County, Florida.

Headings. Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the date herinabout first set forth or as otherwise provided herein.

LESSOR:

Signed, sealed and delivered in the presence of:

TAYLOR COUNTY, FLORIDA a Florida political subdivision

_____ (SEAL)

Witness

By: _____

Print Name: _____

As: _____

_____

Witness

Print Name: _____

STATE OF FLORIDA
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this _____ day of _____, 2010, by _____, **As** _____ **of TAYLOR**

COUNTY, FLORIDA, a Florida political subdivision, who personally appeared before me at the time of notarization.

NOTARY:

(SEAL)

_____
[] personally know to me
[] produced _____
As identification

LESSEE:

Signed, sealed and delivered in the presence of:

Doctors' Memorial Hospital Inc.,a Florida Not-for-Profit Corporation

_____ (SEAL)
By: _____
As: _____

_____
Witness
Print Name: _____

_____
Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this _____ day of _____, 2010, by _____, **As** _____ **of DOCTORS' MEMORIAL HOSPITAL INC., a Florida Not-for-Profit Corporation,** who personally appeared before me at the time of notarization.

NOTARY:

(SEAL)

_____
[] personally know to me
[] produced _____
As identification

Jrb/7/7/2010

(11)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approval of lease agreement with Doctor's Memorial Hospital Incorporated for the Excelart Vantage AGV High Field Magnetic Resonance Imaging (MRI) System as agendaed by the County Administrator, Jack R. Brown
MEETING DATE REQUESTED:	October 19, 2010

Statement of Issue: The Board to consider approval of lease agreement with Doctor's Memorial Hospital Incorporated for the Excelart Vantage AGV High Field Magnetic Resonance Imaging (MRI) System as agendaed by the County Administrator, Jack R. Brown

Recommended Action: Approve the Lease

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was directed by the Bond Counsel that in order to protect the County's investment of bond funds used to purchase the equipment that the equipment should be leased to Doctor's Memorial Hospital rather than merely being turned over to DMH in order to clearly demonstrate that the equipment belongs to the Board of County Commissioners.

Options: Approve/Deny

Attachments: 1) Copy of the Draft Lease as prepared by the County Administrator

APLIO MX CARDIOLOGY ULTRASOUND IMAGING SYSTEM

EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 2010, by and between the **TAYLOR COUNTY, FLORIDA, a Florida political subdivision** with its address being a 201 E. Green Street, Perry, Florida 32347 (hereinafter referred to as Lessor) and **DOCTORS' MEMORIAL HOSPITAL INC., a Florida Not-for-Profit Corporation** with its address being 333 N. Byron Butler Pkwy, Perry, Florida 32347 (hereinafter referred to as "Lessee").

WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (Equipment) purchased from Toshiba America Medical Systems, Inc.: 1 each APILO™ MX CARDIOLOGY ULTRASOUND IMAGING SYSTEM consisting of: 1 BASIC DICOM: PRINT, STORE AND VERIFY, 1 MULTIFRAME ADVANCED DICOM, 1 CONTINUOUS WAVE KIT, 1 ECG REFERENCE SIGNAL UNIT, 1 IMAGE MAKER PRO, 1 NON-IMAGING CONTINUOUS WAVE TRANSDUCER, 1 MULTI-FREQUENCY LINEAR TRANSDUCER, 1 MULTI-FREQUENCY LINER TRANSDUCER, SMALL PARTS, 1 MUTI-FREQUENCY SECTOR TRANSDUCER, CARDIAC, 1 MUTI-FREQUENCY CONVEX TRANSDUCER, 1 MULTI-FREQUENCY MICRO-CONVEX TRANSDUCER, 1 INTEGRATED STRESS ECHO MODULE, 1 BOX, ECG, ATTENTUATOR, BLACK BOX, 1 CABLE, RCA, 20', 1 MICRO PURE IMAGING KIT, ONE PRECISION IMAGING FOR APLIO MX & APLIO XG, 1 ELASTOGRAPHY SOFTWARE, 1 IP BOARD KIT, 1 SONY DIGITAL GRAYSCALE PRINTER ,AND 10 CME SONOBUCKS .

Term. The term of this Lease shall commence on the ____ day of _____, 20__ and shall remain in effect for a period of 5 years commencing upon the date of execution of the Agreement by both parties.

Termination. The Board of County Commissioners may terminate this Agreement by giving sixty (60) days notice to the other party.

Rent and Deposit. The annual rent for the Equipment is $10 dollars per year, to begin on the 15th day of July, 2010 and on the same day of each succeeding year throughout the term hereof. Payment shall be sent to Lessor at 108 N. Jefferson St, Perry, Florida, 32347.

Use. Lessee shall use the Equipment in a safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Repairs. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

Loss and Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease.

In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

> Place the same in good repair, condition and working order; or
>
> Replace the same with like equipment in good repair, condition and working order; or
>
> Pay to Lessor the replacement cost of the Equipment.

Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted.

Insurance. Lessee shall procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Lessor as loss payee, and liability and property damage insurance with limits as approved by Lessor,

naming Lessor as additionally named insured and a loss payee. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to Lessor. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance.

Encumbrances. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall report, pay and discharge when due all license and registration fees arising out of receipts from use or operation of the Equipment, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Lessor or Lessee.

Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

Default. If Lessee fails to pay any rent or other amount herein provided within thirty (30) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.

To sue for and recover all rents, and other payments, then accrued or thereafter accruing.

To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.

To terminate this Lease.

To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

Bankruptcy. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option.

Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

Entire Agreement. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto. If any part of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining parts of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

Notices. Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor: County Administrator, Taylor County, 201 E. Green St., Perry, Florida 32347

If to Lessee: Chief Executive Officer, Doctors' Memorial Hospital, Inc., 333 N. Byron Butler Pkwy, Perry, Florida 32347

Assignment. Lessee shall not assign this Lease or its interest in the Equipment.

Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida without choice of law rules. The venue for any action, lawsuit or proceeding arising out of or relating to this Agreement shall be in Taylor County, Florida.

Headings. Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the date herinabout first set forth or as otherwise provided herein.

LESSOR:

Signed, sealed and delivered in the presence of:

Cynthia Glock
Witness
Print Name: Cynthia G. Mock

Lawanda Pemberton
Witness
Print Name: Lawanda Pemberton

TAYLOR COUNTY, FLORIDA
a Florida political subdivision

_____ (SEAL)
By: Mark Wiggins
As: Chairman

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY SEAL FLORIDA

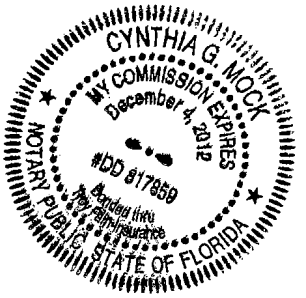
ATTEST:

Annie Mae Murphy
ANNIE MAE MURPHY, CLERK

STATE OF FLORIDA
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this 19th. day of October, 2009,10 by Mark Wiggins, **As** Chairman **of TAYLOR COUNTY, FLORIDA, a Florida political subdivision,** who personally appeared before me at the time of notarization.

(SEAL)



NOTARY:

Cynthia G Mock

[~~/~~] personally know to me
[] produced _____
As identification

LESSEE:

Signed, sealed and delivered in the presence of:

_____
Witness
Print Name: _____

_____
Witness
Print Name: _____

Doctors' Memorial Hospital Inc.,a Florida Not-for-Profit Corporation

_____(SEAL)
By: _____
As: _____

STATE OF FLORIDA
COUNTY OF TAYLOR,

The foregoing instrument was acknowledged before me on this _____ day of _____, 2009, by _____, **As** _____ **of DOCTORS' MEMORIAL HOSPITAL INC., a Florida Not-for-Profit Corporation,** who personally appeared before me at the time of notarization.

NOTARY:

(SEAL)

_____
[] personally know to me
[] produced _____
As identification

Jrb/10/19/2010

(12)

DOCTORS' MEMORIAL HOSPITAL

INVOICE

Board of County Commissioners
Attn: Jack Brown
201 East Green Street
Perry, FL 32347

Invoice Number: 0106
Invoice Date: November 16, 2010

Invoice for Emergency Medical Services for Taylor County for November 2010.

Please remit $25,000.00

Please send payment to:

Doctors' Memorial Hospital, Inc.
P.O. Box 1847
Perry, FL 32348
Attention: General Accounting

Thank You!

(13)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to hold a public hearing to consider adoption of an ordinance amending the Land Development Code to regulate density for recreational vehicles on a lot or parcel in the AE and VE flood zones.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Consider adoption of an ordinance amending Section 42-652 of the LDC to regulate recreational vehicle density on a lot or parcel in certain special flood hazard areas.

Recommendation: Hold public hearing

Fiscal Impact: Unknown

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In a prior board meeting, county staff was instructed to begin preparation of an ordinance to regulate the density of recreational vehicles in the coastal areas of the county. Staff determined that the most appropriate location for such regulation would be in the LDC. Amending the LDC to include new language requires submittal of an application, a public hearing before the Planning Board for a recommendation, and an adoption hearing before the County Commission. The intent of the amendment language is to regulate the density of recreational vehicles on a lot or parcel and ensure that any parcel division intended for siting of a recreational vehicle would also be suitable for a single-family dwelling unit. The County Commission endorsed the application during the October 4, 2010 board meeting.

Notices were prepared by planning staff and mailed to more than 1,600 residents owning property within the AE and VE flood zones. The notices stated the date and time for both the Planning Board and County Commission public hearings. Notices were also advertised in the local newspaper within the required 10-day notice timeframe from the meeting date.

The Planning Board held the noticed public hearing on November 4, 2010 and at the conclusion of the hearing the board adopted a resolution recommending approval by the County Commission.

Staff respectfully requests the Board hold the public hearing to consider adoption of the ordinance. If the board chooses to postpone the hearing, staff further requests that the hearing be continued to a date and time certain so that further tax payer expenditures for mailing of notices are not required.

Options:

1. Adopt the ordinance.
2. Adopt the ordinance with revisions.
3. Choose not to pursue an amendment.
4. Continue the hearing for a future date and time certain.

Attachments:

1. Copy of the draft ordinance.
2. Copy of the Planning Board resolution.
3. Copy of the draft Planning Board minutes.
4. Copy of letters provided to staff by affected residents.

ORDINANCE NO. 2010-____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY LAND DEVELOPMENT CODE, AS AMENDED; AMENDING SECTION 42-652, SUBSECTION (4), ENTITLED MANUFACTURED HOMES AND RECREATIONAL VEHICLES, BY LIMITING THE DENSITY OF RECREATIONAL VEHICLES ON A LOT OR PARCEL; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land or water;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, has been designated as the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Code, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners held the required public hearing, with public notice having been provided, on said application for an amendment, as described below; and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning Board, serving also as the Local Planning Agency, concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Code and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDC 10-03, by the Board of County Commissioners, to amend the text of the Land Development Code, Section 42-652, entitled Specific Standards, is hereby amended to read, as follows:

Sec. 42-652(4). Manufactured homes and recreational vehicles.

d. In all land use categories, recreational vehicles not sited within an approved recreational vehicle park shall not exceed a maximum of 4 units per lot or parcel. The siting of recreational vehicles shall be prohibited on non-conforming lots or parcels as to size for residential use created after June 29, 1990. More than 4 recreational vehicles sited on a lot or parcel constitutes a recreational vehicle park as defined in Chapter 513.01(10), Florida Statutes and requires conformance with Section 42-799 of the Land Development Code and approval by the Taylor County Planning Board.

Exception. Lots or parcels which are non-conforming as to size for residential use, and which can be individually identified and described from documents recorded in the Public Records of the County on June 29, 1990, the date of adoption of the Comprehensive Plan, shall continue to be eligible for a maximum density of less than or equal to 4 recreational vehicles per 1/2 acre.

e. In the Water Oriented Commercial (CWO) land use classification and all land use categories allowing residential densities greater than 1 unit per 2 acres, recreational vehicles conforming to section 42-652(c) and not sited within an approved recreational vehicle park shall not exceed one unit per 2,500 square feet.

Exception: a recreational vehicle may be stored adjacent to a single-family dwelling inhabited by the owners of the recreational vehicle.

f. In the Industrial (I), Aviation-Related Commercial (CAR) and Public (P) land use categories, recreational vehicles shall be permitted only as an accessory use by the owner, lessee, custodian or watchman.

Section 2. Severability. If any provision of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioner within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of County Commissioners in regular session this _____ day of _____, 2010.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

_____
Annie Mae Murphy, County Clerk

_____
Mark Wiggins, Chairman

RESOLUTION

A RESOLUTION OF THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA; RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT TO SECTION 42-652 OF THE TAYLOR COUNTY LAND DEVELOPMENT CODE REGULATING THE DENSITY OF RECREATIONAL VEHICLES ON A LOT OR PARCEL IN THE SPECIAL FLOOD HAZARD AREA WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Taylor County Land Development Code, hereinafter referred to as the Land Development Code, empowers the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, to recommend to the Board of County Commissioners, approval or denial of amendments to the Taylor County Land Development Regulations, hereinafter referred to as the Land Development Code, in accordance with said code;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency, to provide recommendations to the Board of County Commissioners in accordance with said statute;

WHEREAS, an application, as described below, has been filed with the County;

WHEREAS, the Planning Board has been designated the Local Planning Agency;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, held a public hearing, with public notice, on said application for amendment, as described below, and considered all comments received during said public hearing;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements to the Comprehensive Plan;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Planning Board, also serving as the Local Planning Agency, based upon study and consideration has determined and found that:

A. The proposed amendment is not in conflict with any applicable provisions of the Land Development Code;

B. The proposed amendment is consistent with all elements of the Comprehensive Plan;

C. The proposed amendment is not inconsistent with existing and proposed land uses;

D. There have been changed conditions that require an amendment;

E. The proposed amendment will not result in a population density pattern and increase or overtaxing of the load on public facilities such as schools, utilities and streets;

F. The proposed amendment will not negatively impact the natural environment;

G. The proposed amendment will not adversely affect property values in the adjacent areas;

H. The proposed amendment will result in an orderly and logical development pattern; and

I. The proposed amendment will not be in conflict with the public interest, and will be in harmony with the purpose and interest of the Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA, THAT:

d. In all land use categories, recreational vehicles not sited within an approved recreational vehicle park shall not exceed a maximum of 4 units per lot or parcel. The siting of recreational vehicles shall be prohibited on non-conforming lots or parcels as to size for residential use created after June 29, 1990. More than 4 recreational vehicles sited on a lot or parcel constitutes a recreational vehicle park as defined in Chapter 513.01(10), Florida Statutes and requires conformance with Section 42-799 of the Land Development Code and approval by the Taylor County Planning Board.

Exception. Lots or parcels which are non-conforming as to size for residential use, and which can be individually identified and described from documents recorded in the Public Records of the County on June 29, 1990, the date of adoption of the Comprehensive Plan, shall continue to be eligible for a maximum density of less than or equal to 4 recreational vehicles per 1/2 acre.

e. In the Water Oriented Commercial (CWO) land use classification and all land use categories allowing residential densities greater than 1 unit per 2 acres, recreational vehicles conforming to section 42-652(c) and not sited within an approved recreational vehicle park shall not exceed one unit per 2,500 square feet.

Exception: a recreational vehicle may be stored adjacent to a single-family dwelling inhabited by the owners of the recreational vehicle.

f. In the Industrial (I), Aviation-Related Commercial (CAR) and Public (P) land use categories, recreational vehicles shall be permitted only as an accessory use by the owner, lessee, custodian or watchman.

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Planning Board, serving also as the Local Planning Agency, this 4th day of November, 2010.

PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA

Attest:

Danny Griner, County Building Official

Chairperson

TAYLOR COUNTY PLANNING BOARD
Minutes
November 4, 2010
Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347

Members Present	Staff Present	Speakers		
James Ross	Danny Griner	Michael Smith	Linda McGuire	Michael Smith
Larry Hendry	Bill Blue	James Henley	Ian C. White	Claudia Willard
Dale Rowell		Claudia Willard	Will R. Cooley	Randy Hathcock
Ward Ketring		Billy Ezell	Danny Ellison	George Stamos
		Karen Ezell	Charles Carlton	Charles Gurr
		Gary Cooper	Jim Zurbrick	David Malone
		Greg Collins	Doyle Padgett	Travis Beach

Ward Ketring convenes the meeting and is notified by Danny Griner that the November meeting is the specified date for reorganization of the board; noting that the board rules allow the action to be taken as soon as practical and could be tabled until more board members were present if the board so desires. Larry Hendry makes a motion to table the reorganization until the December meeting; James Ross seconds the motion; the motion passes by unanimous vote.

1. **October 7, 2010 Minutes:** Ward Ketring states that the first order of business is to review and consider approval of the draft minutes from the October 7, 2010 meeting. Larry Hendry makes a motion to approve the minutes as written; Dale Rowell seconds the motion; the motion passes by unanimous vote.

2. **James D. Henley Setback Variance Continuance:** Ward Ketring opens the public hearing for the agenda item consisting of a continuance of a public hearing concerning a setback variance request on a lot located at 1708 King Street, Steinhatchee, Florida 32359. Attorney Michael Smith representing Claudia Willard approaches the board stating that a new survey of the subject structure had been provided by Claudia Willard, further stating that the parcel is located in the Mixed Use Urban Development (MUUD) land use category, which requires setbacks of 30-feet from the front property line, 10-feet from the side property lines, and 15-feet from the rear property line. Michael then clarifies that the application addresses the setback encroachment on the side property line and points out that the applicant lists the request for remodel permits. Michael continues by stating that the existing structure already encroached into the setbacks prior to renovation and now encroaches further into the setback area due to construction without a building permit, further addressing the legal issues surrounding the action by the applicant and concluding by stating that his client objects to the variance request. Michael hands out photographs to the board intended to show the original footprint of the structure and the present encroachment located there, noting that at one point the structure is within 10-inches of the property line and that the applicant does not address additional work that may be desired within the encroachment area. Michael then states that his client objects to the application as an exacerbation of a nonconformity. In conclusion Michael states that due to the fact that he represents clients within the coastal area that he would like to recommend the board allow 3 recreational vehicles per lot during the public hearing to be held subsequent to this agenda item. Bill Blue addresses the board pointing out the Land Development Code (LDC) standards for review of a

variance. James Henley approaches the board stating that he applied for a variance based on the advice of Danny Griner and Don Love, then addressing the surveys and discussions with his neighbors. James continues by stating that the project was previously "red tagged" and construction ceased at that time, noting that he has had no further communication with the Willard's from that time until the variance notice was mailed out. James then addresses the statement at the previous meeting made by Michael Smith that his clients did not have sufficient time to obtain a survey prior to the October 7, meeting, and further detailing the amount of time that has passed since the initial construction. James then discusses the submitted photographs and states that they reflect a pre 1993 condition, noting that the roofline extension post 93 is uncertain. Ward Ketring notes his concern that the improvements were accomplished without obtaining proper building permits. James Henley replies by explaining that he is aware he will have to obtain permits with the input of a professional engineer, further stating that he objects to Michael Smiths comments concerning a pre 1993 condition. James concludes by suggesting that the roofline extension be removed as a condition of approval. Michael Smith states that the applicant's action was clearly nonconforming and now desires additional work within the nonconformity. Dale Rowell asks if cutting the roofline extension back would be an acceptable solution for Claudia Willard. Michael Smith replies that a reduction to the original footprint would be acceptable. James Ross asks if the power pole shown in the photograph is located on the applicant's property and receives an affirmative response. Larry Hendry asks the applicant if he would be agreeable to remove the eave extension. James Ross notes that the structure would still be within 3-feet of the property line with the eave removed, and further request clarification on the age of the structure in the submitted photographs. Mr. Willard states that the picture reflects a 1998 status. James Ross clarifies that he is attempting to determine the original footprint of the structure. Michael Smith approaches the board and explains his determination of the original footprint. James Henley then clarifies his definition of the original footprint. Larry Hendry makes a motion to approve the variance with removal of the roof extension, cessation of construction of that side of the structure and installation of a gutter system; Dale Rowell seconds the motion. The board then discusses the ability of the applicant to accomplish additional construction improvements within the boundaries of the structure footprint and determines that such action would be allowed. The board then approves the motion by unanimous vote.

3. **Recreational Vehicle Density Public Hearing:** Ward Ketring opens the agenda item concerning density limits for recreational vehicles in the floodplain and explains that the application was submitted by the Board of County Commissioners, noting that the Planning Board only provides a recommendation to the County Commission for applications of this type. Mr. Ketring then notes that since the application was submitted by the County Commission, he sees the action of the Planning Board as similar to a child telling the parent what to do, concluding by stating that the Planning Board recommendation is non-binding and the County Commission will make the final decision. Bill Blue explains to the board the requirements of ex parte communication with the public prior to the meeting, noting that the board members must disclose whether such communication took place for each board member. Danny Griner explains the process for amending the LDC and the requirement for public hearings before the Planning Board and County Commission and clarifies that the density language as written will allow 2 recreational vehicles on a 1/8 acre lot and 4 recreational vehicles on a 1/4 acre lot. Mr. Griner concludes by clarifying for the board that the County Commission made it clear in previous meetings that the 2,500 square foot limitation contained in the

application language was solely a placeholder and was subject to change during the public hearing. Dale Rowell asks if the Planning Board can recommend a change in the amendment language and receives an affirmative response. The board clarifies that the public will be allowed to address both the proposed density amendment and setback amendment at the same time, although they are separate agenda items. Linda McGuire approaches the board and states that she purchased her property in conjunction with others for use by multiple people, noting that money is tight due to the economy and that improvements to the property were being slowly accomplished. Linda further notes that she made sure of what could be done on the property prior to the purchase and with the proposed changes they would not be able to accomplish their intent and they would not have purchased the property if they had known of the changes. Linda then shows the board a photograph of an abandoned structure in the vicinity and points out other lots in a state of disrepair in the area, stating that these conditions have not negatively impacted property values, concluding by stating that most of the recreational vehicle sites are neat and clean and recreational vehicle lots pay taxes also, although not as much a site built homes. Linda then states that if the board decides on one recreational vehicle per lot it would be like saying that one of the co-owners of the property doesn't matter. Linda concludes by stating that a lot of recreational vehicles sited adjacent to homes do not comply with the setbacks and asks the board for their consideration. Randy Hathcock states that he purchased the home that Linda spoke of and the site was not cleaned up. Attorney Ian C. White, representing multiple coastal residents, addresses the board stating that he will speak to both the density and setback hearing subject matter. Ian states that he has looked at several issues, including FEMA regulations. Danny Griner clarifies that the present density is limited only by the statutory definition of a recreational vehicle park. Ian C. White then addresses the potential impacts to traffic, development intensity, and the appearance of a recreational vehicle park due to siting on contiguous lots, noting that recreational vehicles do not result in a significant tax increase. Ian then discusses the costs of elevated construction to homeowners and the appropriate density for recreational vehicles, concluding by stating that the proposed density would degrade property values and would not entice people to build site built homes. Upon a request for clarification Ian White confirms that his clients would endorse a limit of one recreational vehicle per lot with setbacks equivalent to single family dwellings. Billy Ezell addresses the board stating the Taylor Coastal Communities Association passed a resolution to limit recreational vehicles to 1 unit per 5,000 square feet due to the allowance of continuous siting, and further states that the Association does not support "grandfathering". Billy then states that personally he does not think than any recreational vehicles should be allowed. Karen Ezell approaches the board stating her plea that the board should reinstate the 180 day rule due to personal experience near her home, noting that some of the recreational vehicle sites have built shelters over the units and then everyone started siting recreational vehicles. Karen continues by stating that she does not want recreational vehicles on vacant lots adjacent to her house, concluding by stating that she would endorse one recreational vehicle per lot for a maximum of 180 days per year. Gary Cooper addresses the board stating that he is a Florida native and owns a small business in Ocala, noting that Florida has changed a lot and he can appreciate the feeling of local folks and their desire for smart growth. Gary continues by stating that he purchased a remodeled structure in the coastal area and pays the required taxes, further stating that he fears the impacts to land values by the siting of recreational vehicles. Gary then requests that the board stand up to the County Commission and make a reasonable recommendation to them, not allowing 2 recreational vehicles per lot, continuing by questioning the ability to stay in place 365 days a year,

potential for homestead status and requirement to hook to the public sewer. Gary concludes by stating that he does not mind campers that come and go and recommends that a landowner use a lot for a recreational vehicle site and then leave when they are done with a maximum limit of 180 days and setbacks equivalent to a single family dwelling. Greg Collins approaches the board recommending denial of the amendment, noting that the area is zoned for single family dwellings and there are no requirements for recreational vehicles to hook up to the sewer system. Greg continues by pointing out that there is presently not enough parking now for recreational vehicles. Greg then states that he found 13 recreational vehicles without tags and 7 without current license in the Keaton Beach area and are therefore not road ready, further noting that during a hurricane evacuation the units are a hazard due to the out of town owners who cannot move the recreational vehicle units in time. Greg then points out the hazards of roof-over's and unattached decks in a storm event, noting that an evacuation could not be enforced any better than the 180 day rule. Greg concludes by recommending lot owners use a recreational vehicle site periodically and then leave, be hooked to the sewer system, be part time and not be allowed to exceed 1 unit per lot. David Malone addresses the board stating that he has been a resident of the coastal area for 14 years and then points out to the board the requirements for recreational vehicles in Wakulla County, which only allows recreational vehicle units in parks and reads a portion of the Franklin County regulations to the board. David then presents photographs to the board and explains the Sandpiper Subdivision deed restrictions, noting that he recommends a maximum of 1 unit per 1/8 acre as the board originally agreed to in a workshop, but subsequently changed in a board meeting without notice. David concludes by stating that he would like to see the 180 day rule reinstated, but was uncertain about the setback requirements. Charles Carlton approaches the board stating that he is a resident of Dekle Beach that rebuilt after the storm of 1993 and recommends 1 recreational vehicle per 50' x 100' lot. Charles continues by stating that he does not like the continuous siting provision adopted by the board without sewer hookup and the same setbacks as a dwelling unit. Charles then notes that the rules do not encourage people to build dwelling units and concludes by recommending the board go back to the 180 day rule with no "grandfather" provisions. Danny Ellison speaks to the board stating that in his experience property values were not negatively impacted by the siting of recreational vehicles, further stating his desire to use his lot with family and he has no problem with requiring sewer hookup. Danny continues by stating that he does not like the 180 day rule unless someone is willing to pay his taxes for the remaining half year, further stating that he endorses "grandfathering". Danny then speaks to the impact to Selma, who has had 3 units on her lot for many years. Danny concludes by stating that he recommends 2 units per lot with "grandfathering", implementing the new regulation only for new permits and allowing setbacks of 5-feet from each side and 15-feet from the front property line. Jim Zurbrick addresses the board stating that he endorses 2 recreational vehicles per lot, or one per 2,500 square feet, continuing by stating that he came to this area because of land rights. Jim concludes by stating that he is okay with setbacks the same as for a single family dwelling and does support "grandfathering". Doyle Padgett states that he pays taxes and objects to reinstatement of the 180 day rule, continuing by stating that he objects to the setback proposal due to the limitation of usable land at Ezell Beach and opposes a sewer requirement due to the unique situation at Ezell Beach also. George Stamos approaches the board stating that he was asked by Carol and Dr. Charles Hiland to read a letter prepared by them, due to their inability to attend the meeting. George then proceeds to read the letter opposing the proposed regulations. George then states that he proposes going back to a residential lot use only and not allow recreational vehicles on a

permanent basis, noting that units should be allowed adjacent to a home, further noting that he could place 4 recreational vehicle units on his lot a Dekle Beach but would not due to his concern for his neighbors there. George then restates his opposition to permanent siting of recreational vehicles and notes that we are on the verge of having a real problem with floodplain issues and FEMA with a potential of loss of insurance. Charles Gurr addresses the board stating that the lines of vehicles parking on the right of way and traffic issues are caused by use of the boat ramp by out of town users, further stating that recreational vehicles did not destroy the economy and that his recreational vehicle is road ready and hooked to the sewer system, concluding by stating that he does not support reinstatement of the 180 day rule. Randy Hathcock speaks to the board stating that he supports 2 recreational vehicles per lot, noting that he pays for sewer and taxes and that his taxes on his lot are higher than many of the homestead properties in the area. Randy then discusses the ratio of local and out of town users of the coastal area. James Ross asks about the deed restrictions for the coastal areas that he has reviewed. Bill Blue explains that the court can enforce deed restrictions, but the county does not have the authority. Dale Rowell clarifies that the proposal as written is a reduction in the number of recreational vehicles presently allowed per lot. Bill Blue points out that code enforcement issues can be brought to the attention of the department by the public. Dale Rowell notes that the board has historically been sensitive to the plight of nonconforming lots for variance consideration. Dale continues by stating that he is a person who believes in private rights; however, the beach area is so dense that it presents a different situation, concluding by stating that this regulation, including the setback proposal, is a good step forward. George Stamos speaks to the board concerning deed restrictions and the different uses allowed by them. James Ross points out that the Keaton Beach deed restrictions disallowed recreational vehicles. Bill Blue restates that deed restrictions are not within the county's authority umbrella, but can be enforced by the court system. Dale Rowell makes a motion to approve the density amendment language as written; Larry Hendry seconds the motion; the motion passes by a majority vote of the board members present, with James Ross voting in opposition.

4. **Recreational Vehicle Setback Public Hearing:** Having heard all comments concerning the amendment application in the previous discussion Dale Rowell makes a motion to approve the amendment as written; Larry Hendry seconds the motion; the motion passes by majority vote of the board members present, with James Ross voting in opposition.

5. **Sandra Beach-Manning Flood Zone Elevation Variance:** Ward Ketring opens the agenda item consisting of a request to relocate a structure from one lot to another in the VE flood zone and allow it remain in a pre-firm status. The board discusses the letter provided from the State Floodplain Management Specialist recommending the board deny the variance request. Travis Beach approaches the board and explains the situation, stating that the building is a commercial structure presently on leased property; however, the lease would soon expire and the building would have to be moved. Travis continues by stating that he owns the property that the building would be moved to and was giving it to his daughter Sandy, who could not attend the meeting due to a medical emergency. Travis continues by stating that there is a hardship involved and notes that the building is presently 12-inches above grade and would be elevated to approximately 36-inches, further stating that if he was required to procure the services of a professional engineer, he would do so. Travis then states that the elevation of a commercial building and requirement for an elevator constitutes a hardship, noting that it will never be a

residential use, nor be insured. Travis continues by stating that it doesn't make sense to move it off of the coast as it is used as a realty office for coastal property and that the move would cut the overhead costs by $1,000 a month, concluding by stating that there would also be a handicap ramp installed. Danny Griner states that if the board processes the request as a variance a public notice and mail out would need to be done, continuing by stating that he was unsure of the procedure based on the following: if the structure can be moved and placed on a new engineered foundation within the threshold parameters for a substantial improvement, would it actually require a variance. Bill Blue addresses the board stating that by analyzing the FEMA regulations, he would consider the relocation to be new construction requiring elevation. Bill continues by pointing out the standards for review for a variance and noting that the request would not meet those standards in his opinion. Bill concludes by stating that the board does not have to follow his advice, but may consider it as part of their decision. The board further discusses the strongly worded letter from FEMA and the potential of action against the county. Larry Hendry states that he does not want to jeopardize the county's flood insurance on a single issue and recommends the applicant obtain legal counsel and work with FEMA. The board tables the agenda item until the applicant has the opportunity to obtain legal representation.

DRAFT

LAW OFFICES OF BERRIEN L. SUTTON, LLC

172 West Dame Avenue
Homerville, Georgia 31634
(912) 550-5039
(Fax) 912-487-2112

October 26, 2010

Taylor County Board of County Commissioners
ATTN: Dany Griner, Building Official
201 East Green Street
Perry, Florida 32347

RE: Your letter of October 22, 2010

Dear Sirs:

I received your letter concerning RV's and would like to take this opportunity to notify you of my concerns.

As you know, lots at Ezell are generally 50 by 100 feet. There is not enough usable land to meet set back requirements that are proposed. Applying these requirments to land that has been in use prior to the adopting of the proposal and prior to the adoption of any comprehensive plan could raise serious questions about condemnation. I ask that you consider application of any amendments prospectively only since many have spent significant sums in reliance upon current land use requirments. I also ask that you consider the following language that should alleviate concerns with regard to small lots with insufficient usable land:

The set back requirements shall not apply to lots that do not have sufficient usable land for the set back requirments to be reasonably complied with.

Sincerely,

Berrien L. Sutton

October 29, 2010

To Whom It May Concern:

The purpose of this letter is to express our views on regulating the number of recreational vehicles allowed on a lot or parcel in the VE & AE flood zones and setbacks from the property lines at the local beaches.

Our family built the house we own and we are Taylor Co residents [redacted] at Keaton Beach. The house was built in 1978 under the 180 day ordinance. The ordinance for years was monitored and enforced. Once this stopped 2-4 trailers started being placed on a lot and left year around. We live on the main road at Keaton Beach and there are 4 empty lots surrounding us. We do not want any RV trailers allowed on Keaton Beach Road. We want to keep the area unique and attractive and draw perspective buyers/renters to the area. The main road is the first impression that people see when they visit Keaton and we want them to return to either rent or buy. RV's parked on lots year around decrease the value of our home and others who are homeowners.

We would like to see your committee to vote for **no** trailers per lot except for the implementation of the 180 day ordinance. We would also request that the elimination of grandfathering existing RV's.

Sincerely,

Frank & Marcia Ray

Frank and Marcia Ray
2155 Keaton Beach Drive

Dr. Charles E. Hiland
Carol R. Hiland
20450 Keaton Beach Road
Keaton Beach, Florida
678-234-0300
November 3, 2010

To: William D. (Danny) Griner, Building Official, Members of the Taylor County Board of County Commissioners, Members of the Taylor County Planning Board

Re: Letter of October 22, 2010 – Regulation of Recreational Vehicles Allowed

Due to previous commitments, we are unable to attend the upcoming public hearing before the Planning Board on November 4, 2010. However we would like to submit our input for consideration in the recommendation that is made to the County Commissioner.

Six years ago, attracted to its natural beauty and simplicity and the prospect of it remaining that way for years to come, we purchased a home at Keaton Beach. It was a commitment of heart as well as a financial investment, with the belief that it would offer years of enjoyment for family and friends.

Every year since then we have observed an increasing number of visitors to Keaton Beach, no doubt attracted for many of the same reasons that we were initially drawn to it. With that, however, we have also observed the increase in traffic – on the roads as well as in the canal – stressing the infrastructure as well as the environment. On any given weekend during peak months, trucks and trailers not only fill the parking lot adjacent to the boat launch, but also line the streets of Keaton Beach to the point where homeowners have difficulty coming and going, let alone walking their dog(s)! Boats line up to launch, to exit the canal, as well as to return to the launch or to their private docks. With such a small land mass, every person's imprint has a much larger impact than it would if it were a larger piece of real estate.

Having said that, our concerns with the proposed amendment can be summed up as follows:

- If you allow up to 4 recreational vehicles per ¼ acre, where will all these additional people park their vehicles and trailers? Where will they dock their boats? What will the impact be to the sewer system and the water supply, as well as to the roads and the canal? What about the added noise levels? How much can the already stressed infrastructure of Keaton Beach withstand?

Dr. Charles E. Hiland
Carol R. Hiland
20450 Keaton Beach Road
Keaton Beach, Florida
678-234-0300
November 3, 2010

- Will the people who park their RVs at Keaton Beach have the same level of concern and commitment for the current and future wellbeing of the local environment? We think not. After a busy weekend, it is not uncommon to see the after effects (not the least of which is the trash left behind and, more importantly, damage to private seawalls and docks due to non-compliance with the 'no wake' rule) of too many people who just came and had fun for the day/weekend and didn't have to worry about the next day, the next week, the next month, or the next year.
- The current tax base on a lot with a house is higher than one for an RV; yet the impact on the infrastructure and environment as a result of allowing up to 4 RVs on a lot could be four times as great – use more; pay less. Since the County will not realize any additional income, where will the funds come from to address the negative impact that this will have on the quality of life for the residents of Keaton Beach?

In closing, after considering all of the potential negative effects of this amendment, it is difficult for us to understand why this change is even being proposed. What possible benefit(s) could come from this that would outweigh the potential negative impacts - namely the likely overuse of the resources and infrastructure of Keaton Beach and a degradation of the environment, compromising the experience for all?

The long term impact must be considered. The temporary enjoyment that this might provide for a few does not outweigh the substantial negative impact to the majority who have a vested interest in the community and are committed for the long term. It is easy to relax restrictions; it is always more difficult to go back. Once you open this 'floodgate', even if it does not work out, it will be hard to reverse it.

We sincerely hope that this decision will receive your due diligence and will be made with consideration for preserving the beauty and uniqueness of Keaton Beach.

Dr. Charles E. Hiland

Carol R. Hiland

Carol R. Hiland

Lee Cooper
539 Simmons Street,
Trion, GA 30753-1236
706-734-3168 Cell 706-506-4435
October 29, 2010

Mr. William D. Griner
Building Official
201 East Green Street
Perry, FL 32347

RE: Recreational vehicles per 50' x 100' Lot

Dear Mr. Griner:

I am opposed to two recreational vehicles allowed on a lot or parcel in the VE & AE flood zones. I feel this will devalue the property and will have the appearance of a recreational vehicle park which is not why I purchased property in your county.

Please do not do this to the land owners as the property values are already extremely low. Adding recreational vehicles year round will not present a positive appearance

Your serious consideration to my opinion will be appreciated.

Respectfully submitted,

Lee Cooper

Rick and Patti Causey
19060 Good Times Drive
Perry, FL 32348

November 4. 2010

Taylor County Planning Board,

My wife and I had to go out of town today so we won't be able to attend the Planning Board meeting tonight. We are submitting our written comments on the issues of RV density and setbacks.

We are opposed to any RVs being allowed in the Beaches area, except for approved RV parks. However, the County Commissioners recently voted to allow RVs to stay in this area for an indefinite period of time. In essence, this will allow people to use RVs as their permanent residence. For this reason, they should be required to adhere to the same restrictions as a single family dwelling. It should be pointed out that people who choose to build a home in the Coastal High Hazard Zone have to adhere to very restrictive and expensive building codes. This is grossly unfair to allow people to live in RVs that are never inspected or required to meet any building codes.

If people are allowed to use RVs as their permanent dwelling and homestead them, then Taylor County could soon become the RV capital of the south. Just think what this could do to property values and the county's tax base.

In the counties west of here they have already dealt with this problem. In Wakulla County, RVs are restricted to approved RV parks. In Franklin County, RVs are restricted to a 7 day stay if they are self contained and 14 days if they have a sewer hook-up.

Allowing RVs in residential areas will reduce property values and reduce the county's tax base. This will put an unfair tax burden on all property owners in Taylor County.

The longer Taylor County puts off addressing this issue the harder it will be. No matter what ordinance the county comes up with there should be no grandfathering. Grandfathering only causes legal issues, and creates problems for county staff.

Respectfully submitted,

Rick and Patti Causey

C. Wayne and Shirley Shinholser
20641 Marina Road
Perry, FL 32348 (850) 578-2184

November 1, 2010

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347

RE: Number of RVs allowed on a lot/parcel in flood zones and setbacks

Commissioners:

In 1995, we purchased a 50 x 100 lot on Marina Road, Keaton Beach. Adhering to existing County codes, we parked our RV on the site for six (6) months each year and enjoyed the wondrous beauty on a temporary basis until we could complete our home in 1997. Our home was built per code to withstand the dangers of living in a flood zone and high hazard area.

As we have watched and listened to the unfolding of the County's new rules regarding RVs in our beach communities, we have noted the following concerns:

1) If an RV is allowed to stay on site year-round, should it be considered as a "residence" and be required to connect to the existing wastewater collection system? We have grave concerns that sewage will be secretly dumped into our canals, buried on site or simply "spilled" due to improper handling.
2) Normally, a 50 x 100 lot at Keaton Beach has 10-15 ft. in the canal, creating 50 x 90 or 50 x 85 lots. If the County allows two (2) RVs on a parcel that small, there will not be enough room for determined set backs (30-feet from the front, 10-feet from the sides and 15-feet from the rear). Surely there must be at least 10 feet between the two as well for fire protection.
3) Should two (2) RVs be permitted on a 50 x 100 lot, parking of vehicles and boat trailers will be an issue. We already experience traffic difficulties on our narrow roads with home rentals due to an excessive number of vehicles and boat trailers parking on the right-of-way. Some even dare to park on neighboring property without permission.
4) Some desire to place two or more RVs on a parcel for rental income. Should this be a question of "density" or "commercial versus residential"? Mini RV parks may jeopardize income of established, fully licensed and approved RV parks. In addition, RVs in a well-managed, established RV park are required to move in and out of the park during threatening conditions. Owners of mini sites may or may not take the iniative to see that RVs leave during flooding thus creating missiles targeting existing homes in the area. NOTE: Realtors cannot rent anything with wheels on it. Will the county insure that individuals rent "sites" and not "RVs on sites"?

5) There is concern over diminishing property values. Existing homes, many of which are built to code, will decrease in value as RVs are allowed to move in and stay full time.
6) If RV Parks are regulated, shouldn't mini-RV parks also be regulated? Is the County prepared for this?
7) Will allowing RVs to stay year round in the coastal high hazard areas affect future FEMA funding?
8) We strongly recommend that you remove the term "grandfathered in" from your vocabulary. It creates confusion.

We greatly appreciate your allowing us to share our concerns. May God direct you to make the best decision possible for the good of the community as a whole.

Sincerely,

Wayne Shinholser

Shirley Shinholser

PLEASE FIND ATTACHED:

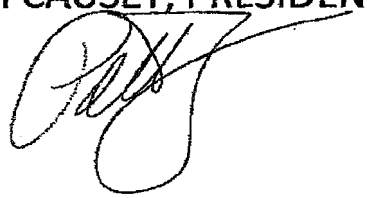
A RESOLUTION CONCERNING RV DENSITIES AND SETBACKS.

EMAILS FROM OUT OF TOWN PROPERTY OWNERS.

ADOPTED BY THE TAYLOR COASTAL COMMUNITIES

ASSOCIATION AT THE OCTOBER 2010 MEETING.

PATTI CAUSEY, PRESIDENT



Taylor Coastal Communities Association
P O Box 91
Perry, FL 32348

October 15, 2010

To Whom It May Concern:

At the October 2010 meeting of the Taylor Coastal Communities Association, a resolution was passed to restrict RV density to ONE RV per 5000 square feet. This would be one per 50'x100' lot. Because Taylor County allows RV's to stay indefinitely in the Coastal High Hazard Zone and be used as single family residential dwellings, they should be held to the same density standards and setbacks as single family residential dwellings. In order to facilitate enforcement of this resolution, we feel it would be best to eliminate any grandfathering of existing RV's.

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ Wednesday, October 6, 2010 8:33 PM

From: "Charles Hiland" [redacted]
To: "TCCA" <taylorcca@yahoo.com>

If density increases all aspects of life on the beach will suffer. Increased pollution and traffic on and off the canal. I will sell my high end house with it's high taxes and insurance. How long be for crime increases?
Charles Hiland

Sent from my iPhone

On Oct 6, 2010, at 7:57 PM, TCCA <taylorcca@yahoo.com> wrote:

> Dear Members,
> I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
> For those of you who live out of town and were unaware of this issue, this is what's happening. Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
> Here are some pros and cons of the density issue for your consideration.
> Pro: Provide low cost housing for people to live and vacation at the Beaches.
> Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
> Pro: Provide income to people wanting to rent their property to RVers.
> Con: Will increase traffic congestion at the Beaches where parking is already a problem.
> Con: RVers will get same county services as home owners without paying property taxes.
> I am sure you now understand the issue and can think of many more pros and cons on the ordinance.
> My husband and I recently rode through beach communities from Indian Pass to Mexico Beach in order to see what other areas were doing about their RVers. In the communities we rode through, RV's were confined to RV parks, not in residential areas.
> Please provide me with your comments and ideas before our next TCCA meeting, October 12 at 6:00pm.
> I know many of you can't vote in Taylor county, but do pay taxes here and need to have your voices heard.
> I hope to see you all at the next meeting or at least send me an email with your thoughts.
> Thanks,
>
> ***Patti Causey, President***
> **Taylor Coastal Communities Association**

Carlton, Fla.
Keaton Beach

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ

Wednesday, October 6, 2010 9:59 PM

From: "TOM & LEE BREAUX" <[redacted]>

To: taylorcca@yahoo.com

hi patti, i think that only one rv should be allowed on a lot. if there is moe than one then it should be designated a an rv park and pay taxes as such. the land owner should have to get an rv permit and a business license.

HAVE A GOOD DAY

TOM & LEE
FISH FEAR ME
/)—~<:{{{{<><

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YAHOO! MAIL Classic

RE: IMPORTANT, PLEASE READ Thursday, October 7, 2010 11:17 AM

From: "David Gallagher" [redacted]
To: taylorcca@yahoo.com

As a property owner with a dwelling built upon it, it has been my experience that the presence of RV's (road ready or not) diminish property values generally. Therefore, I would only support an ordinance which segregated RV's to specific RV' parks, away from residential areas.

Dave Gallagher
195 Cedar Rd.
Cedar Island
813-871-1300

Date: Wed, 6 Oct 2010 16:57:10 -0700
From: taylorcca@yahoo.com
Subject: IMPORTANT, PLEASE READ
To:

Dear Members,
I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
For those of you who live out of town and were unaware of this issue, this is what's happening.
Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
Here are some pros and cons of the density issue for your consideration.
Pro: Provide low cost housing for people to live and vacation at the Beaches.
Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
Pro: Provide income to people wanting to rent their property to RVers.
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Con: RVers will get same county services as home owners without paying property taxes.
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Please provide me with your comments and ideas before our next TCCA meeting, October 12 at 6:00pm.
I know many of you can't vote in Taylor county, but do pay taxes here and need to have your voices heard.
I hope to see you all at the next meeting or at least send me an email with your thoughts.
Thanks,

Patti Causey, President
Taylor Coastal Communities Association

Tampa, Fla.
Cedar Island

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ

Thursday, October 7, 2010 9:23 PM

From: "Ann Burt" [redacted]
To: "TCCA" <taylorcca@yahoo.com>

Patti,

This is very serious to us. Can anyone provide us a copy of the ordinance now being considered by the Taylor County Board of County Commissioners? When does the County Commission meet to decide this?

Also, where is the TCCA meeting held? I would have to take off work to come and may not be able to do that, but perhaps my husband Robert can come. We own the lot located on the right of the Captains Quarters on Ponce de Leon. We have had one camper on the property and have just now brought in a second one because we couldn't enjoy the property with so limited sleeping space and just one bathroom. I am putting our position on paper, but I'm afraid it won't be effective if we aren't there.

Limiting the property to just one RV make it almost unusable with friends and family. Do we have to pitch a tent to be able to sleep more than six? If we're limited to one RV, is a property owner with a house limited to no RV on his property at all? If our lot is a lot and a half, do we get one and a half RVs?

What is the real issue causing all this concern? The few times we have been to Keaton Beach on the off scallop season, it appears to be almost a ghost town. Are RVs really causing everyone so much trouble? Since purchasing this property in Sept. 2003, we have paid $22,035.70 (no kidding!) in property taxes alone and now to think we may not even be able to keep a second camper and use the property with our friends and family. This is unreal. I can only imagine what our property taxes would be if we had a house on the lot - not to mention trying to insure it. I'm beginning to wonder why anyone would ever consider purchasing property at Keaton Beach. Sorry, this is all extremely frustrating.

Please make sure we are kept advised. Thanks again for all you are doing to give everyone a voice.

Ann Burt
—— Original Message ——

From: TCCA
To: undisclosed recipients:
Sent: Wednesday, October 06, 2010 7:57 PM
Subject: IMPORTANT, PLEASE READ

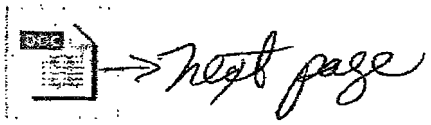
Dear Members,
I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
For those of you who live out of town and were unaware of this issue, this is what's happening.
Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
Here are some pros and cons of the density issue for your consideration.
Pro: Provide low cost housing for people to live and vacation at the Beaches.
Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
Pro: Provide income to people wanting to rent their property to RVers.
Con: Will increase traffic congestion at the Beaches where parking is already a problem.

Jacksonville Fla,
Keaton Beach

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ Thursday, October 7, 2010 10:47 PM

From: "Ann Burt" [redacted]
To: "TCCA" <taylorcca@yahoo.com>
1 File (22KB)



RV issues.dc

Patti, Attached is something I've drafted tonight, but I can't begin to say how disgusted I am that we have paid all this money to have something to enjoy and now potentially won't even be able use our property with friends and family together because we don't have a structure on it.

We have just within the last month purchased and placed a new seond camper on our lot and had scheduled a plumber to hook it up to the sewer on Monday. Guess we'll stop that. I doubt we'll be able to give our property away when people learn what it costs at Keaton Beach to have an empty lot that you can't even use with friends and family because you can only sleep six and have one bathroom. We pay $65.15 a month in water and sewer whether we're there or not and won't be able to have two bathrooms on the property if this goes through.

The attached is not my best, but it's what I have so far. Who's big idea was all this anyway?

Again, I'm not mad at you. I appreciate you and the others who keep the Civic Association going. But I can't believe anyone thinks this is a good thing for anyone. It just makes Keaton Beach less desirable.

Ann

---- Original Message ----
From: TCCA
To: Ann Burt
Sent: Thursday, October 07, 2010 10:02 PM
Subject: Re: IMPORTANT, PLEASE READ

Ann,

Thank you so much for the response. Your comments will be included in the October 12, 2010 meeting. Our meetings are the second Tuesday of every month at 6:00pm at the Taylor Water and Sewer District Board Building on Beach Road. You can look up about the ordinance at taylorcountygov.com. If you cannot find anything, email them and they should get you what you need. I don't know if it is completed yet, as at the last meeting they were sending it to the Building and Planning Board. I will send out an email after the TCCA meeting and let everyone know what the results of the TCCA meeting are.

Thanks for your continued support of the TCCA!

Patti Causey, President
Taylor Coastal Communities Association

--- On **Thu, 10/7/10, Ann Burt** [redacted]

RVers will get the same county services as home owners without paying property taxes.

That cannot possibly be so. The property taxes we have paid are since purchasing this property September 2, 2003 are as follows:

2003	1,091.74	2007	3,939.51
2004	2,643.62	2008	3,790.95
2005	4,159.58	2009	2,296.99
2006	4,113.31	2010	??
Total:	22,035.70	Average: $3,148 per year	

All this for property that has been used essentially for one week a year. Services for one week a year.

Increases traffic congestion at the beaches where traffic is already a problem.

When is traffic congestion a problem? During the two-month scallop season. I think that the congestion is due to those persons not staying at the beach at all. Those persons staying in RVs most likely launch their boats once at the start of their stay, park their trailers on the property on which they are staying and don't get on the road much at all.

This argument is saying that we don't want people to come to Keaton Beach and stay in an RV because we don't want their cars and boat trailers. Each visitor to Keaton Beach is a potential customer for the diner, the marina and other shops in the area. Do these establishments not want more potential customers?

Lowers property values for those who have homes at the beaches or who have property they don't want to rent to RVs.

It is arguable whether or not property values are lowered by the presence of multiple RV's on a lot. If property value is defined as the value of property at the time of sale, then I believe the **option of having more than one RV on a property increases the usefulness of property and makes property more desirable, and therefore more valuable, than a lot limited to 1 RV.** One RV provides one bathroom and very limited sleeping accommodations. The option of being limited to one RV or being forced to build a permanent housing structure makes the property ***less desirable*** to potential buyers, and therefore less sellable and less valuable for owners.

The cost of a permanent structure, increased property taxes with the value of the structure added, and cost of insuring a structure in the area would be out of reach for except for very wealthy persons. The communities of Keaton Beach, Perry, and Steinhatchee do not provide high end employment for full-time residents. Potential property buyers have to live and work elsewhere to be able to purchase in Keaton Beach. Why buy if you can't even sleep more than six and have a second bathroom without building a house?

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ Friday, October 8, 2010 3:40 PM

From: "JUDY DENMAN" [redacted]
To: "TCCA" <taylorcca@yahoo.com>

Patti,

Based on the commissioners response to previous concerns about RV's, do you think there is really a chance they will "see the light". Our vote is to hire an outside attorney to address the issue and file a lawsuit against Taylor Co. Of course, this means an expense to owners that would be a hardship, but what other choice do we have. As property owners, we are not being heard and they don't seem to care about our rights. We have to stand up for ourselves in the only way we have left.

Thanks for all you do for our community!

Brad & Judy Denman
Raven's Nest
20416 Beach Dr.

From: TCCA <taylorcca@yahoo.com>
Sent: Wed, October 6, 2010 7:57:10 PM
Subject: IMPORTANT, PLEASE READ

Dear Members,
I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
For those of you who live out of town and were unaware of this issue, this is what's happening. Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
Here are some pros and cons of the density issue for your consideration.
Pro: Provide low cost housing for people to live and vacation at the Beaches.
Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
Pro: Provide income to people wanting to rent their property to RVers.
Con: Will increase traffic congestion at the Beaches where parking is already a problem.
Con: RVers will get same county services as home owners without paying property taxes.
I am sure you now understand the issue and can think of many more pros and cons on the ordinance. My husband and I recently rode through beach communities from Indian Pass to Mexico Beach in order to see what other areas were doing about their RVers. In the communities we rode through, RV's were confined to RV parks, not in residential areas.

Thomasville, Ga.
Keaton Beach

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ

Sunday, October 10, 2010 12:35 PM

From: [redacted]

To: taylorcca@yahoo.com

Dear Patti
We have two lots on Cedar Island so would like to weigh in on this situation. We are totally opposed to making this area available to even ONE permanent RVer per lot. Not only does this create a situation where we would never be able to sell our property, but we also would never want to build on our property—amidst a community of RVs. If the Commissioners want a RV Park, let them pick out some property and build one. If this proposal goes through, we would expect a significant decrease in our property taxes since our property would be significantly devalued (again) and would hope that all other property owners would expect the same.

Also, in the Covenants for Cedar Island's Sandpiper made available to us by the Clerk of the Circuit Court of Taylor County when we purchased this property and which greatly influenced our decision, there is a very clearly spelled out restriction (No. 6) which reads:
No structure considered a temporary residence, such as a TRAVEL TRAILER, tent, shack, shed, garage, barn, or outbuilding may be used as a permanent residence. A TRAVEL TRAILER or MOTOR HOME may be used as a residence for a period of time not to exceed six consecutive months. TRAVEL TRAILERS and MOTOR HOMES may be stored on the property once a permanent residence has been established.

We are aware that there are two or three lot owners who are in violation of this covenant, and we have chosen not to press this breach. But 50+!!!!!

I sincerely hope the Commissioners will consider our thoughts on this matter and do the right thing for property owners WHO ARE PAYING TAXES.

Sincerely,

Carol and Gil Cunningham

In a message dated 10/6/2010 7:57:11 P.M. Eastern Daylight Time, taylorcca@yahoo.com writes:

> Dear Members,
> I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
> For those of you who live out of town and were unaware of this issue, this is what's happening.
> Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
> Here are some pros and cons of the density issue for your consideration.
> Pro: Provide low cost housing for people to live and vacation at the Beaches.
> Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
> Pro: Provide income to people wanting to rent their property to RVers.

Tallahassee Fla.
Cedar Island

YAHOO! MAIL Classic

R V Density Monday, October 11, 2010 8:20 PM

From: "V Land" [redacted]
To: taylorcca@yahoo.com

TCCA:

We would like to see no more than one (1) road ready travel trailer,or motor home, pre lot.

Thanks
Van & Virginia Land

Daineville Fla.
? Jody Morgan Rd. ?

YAHOO! MAIL Classic

RE :IMPORANTANT,READ

Tuesday, October 12, 2010 7:38 AM

From: "anna johns" [redacted]

To: taylorcca@yahoo.com

Good Morning. We have been on vacation.

In answer to the pro and cons. There is really not a cut and dry answer.

However, in our case we have One Travel trailer on our property and it is road ready. We feel that a person should be allowed to have a second RV for family or frienda to visit.
NOT for the renting out of a space.

Sincerely Anna L. Johns and Thena C Mathe
121 Wells Sreet Palatka, Fl 32177-4110

Palatka, Fla.
Cedar Island

December 5, 2010

Taylor County
Board of County Commissioners
201 East Green Street
Perry, Florida 32347

Dear Sir or Madam:

In regards to your letter I received from you dated October 22, 2010, stating that you are considering regulating the number of recreational vehicles allowed on a lot and also setbacks from the property lines countywide. I am asking you to please consider the effects this would be for Ezell Beach if you pass this recommendation to set back 30 ft. from the front property lines. This would cause approximately 24 lots to be useless because the property lines would be in the water and marsh grass. The lots cannot be used for anything and would be a tax burden for the land owners forever.

Approximately 20 of 24 lot owners agrees with this request to remove Ezell Beach from these setback regulations. What possible good would this new regulation be for the land owners at Ezell Beach? In my opinion, a inverse condemnation meaning something of a contrary nature or quality or opposite. Reverse condemnation – to adjudge unfit for use or consumption – to declare convertible to public use under the right of eminent domain would be the result. For the good of the people, I humbly ask your most serious consideration in this matter.

Thank you,

Doyle Padgett

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared DONALD D. LINCOLN, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re:

Public Hearing for specifying code for recreational density

was published in said newspaper in the issues of:

December 3, 2010

Affiant says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Donald D. Lincoln, Publisher

Sworn to and subscribed
before me this
3 day of Dec. 20 10

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

DEBRA M. CARLTON
MY COMMISSION # DD 694950
EXPIRES: August 13, 2011
Bonded Thru Notary Public Underwriters

Notice (pursuant to Florida statute 125.66)
Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance which amends LDC Section 4.07.04, Chapter 42, Division 3, Floodplains, Subdivision III, Flood Hazard Reductions, Section 42-652(4) the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Administrative Complex, Old Post Office Building in Perry, Florida, at the regular board meeting on December 14, 2010, at 6:10 p.m. the title of the proposed ordinance is:
An ordinance of Taylor County, Florida which amends LDC section 4.07.04, Chapter 42, Division 3, floodplains, subdivision III, flood hazard reductions, section 42-652(4), Taylor County Code specifying recreational vehicle density on a lot or parcel in a special flood hazard area.
The proposed ordinance may be inspected by the public at the office of the County Administrator at the Taylor County Administrative Complex, located at 201 East Green Street, Perry, Florida 32347.
The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.
All members of the public are welcome to attend. Notice is further given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.
12/3

(14)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to hold a public hearing to consider adoption of an ordinance amending the Land Development Code (LDC) regulating setbacks for recreational vehicles on a lot or parcel.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Consider adoption of an ordinance amending Section 42-717 of the LDC to regulate recreational vehicle setbacks on a lot or parcel.

Recommendation: Consider for approval

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: In a prior board meeting, county staff was instructed to begin preparation of an ordinance to regulate the density of recreational vehicles in the coastal areas of the county. During internal discussion staff felt that the Board may also desire to consider regulation of setbacks from the property line for recreational vehicles. This issue was discussed during a Board workshop and staff felt the consensus of the Board was to pursue such regulation. Staff determined that the most appropriate means of adopting the regulating language would be through an amendment to the LDC and prepared an amendment application for the Board's consideration. The amendment language is based on the setback requirements for single-family dwellings in the pertinent land use category. The intent of the amendment language is to ensure that neighboring properties are protected from fire hazards and adverse visual impacts. The amendment application was endorsed by the County Commission during the October 4, 2010 board meeting.

Notices were prepared by planning staff and mailed to more than 1,600 residents owning property within the AE and VE flood zones. The notices stated the date and time for both the Planning Board and County Commission public hearings. Notices were also

advertised in the local newspaper within the required 10-day notice timeframe from the meeting date.

The Planning Board held the noticed public hearing on November 4, 2010 and at the conclusion of the hearing the board adopted a resolution recommending approval by the County Commission.

Staff respectfully requests the Board hold the public hearing to consider adoption of the ordinance. If the board chooses to postpone the hearing, staff further requests that the hearing be continued to a date and time certain as provided in the notice so that further tax payer expenditures for mailing of notices are not required.

Options:

1. Adopt the ordinance.
2. Adopt the ordinance with revisions.
3. Choose not to pursue an amendment.
4. Continue the hearing for a future date and time certain.

Attachments:

1. Copy of the draft ordinance.
2. Copy of the Planning Board resolution.
3. Copy of the draft Planning Board minutes.
4. Copy of letters provided to staff by affected residents.

ORDINANCE NO. 2010-____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE TAYLOR COUNTY LAND DEVELOPMENT CODE, AS AMENDED; AMENDING SECTION 42-717, ENTITLED SETBACKS, REGULATING SETBACK DISTANCES FOR RECREATIONAL VEHICLES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare and adopt land development regulations;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land or water;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, has been designated as the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Code, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners held the required public hearing, with public notice having been provided, on said application for an amendment, as described below; and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Planning Board, serving also as the Local Planning Agency, concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Code and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDC 10-04, by the Board of County Commissioners, to amend the text of the Land Development Code, Section 42-717, entitled Setbacks, is hereby amended to read, as follows:

Sec. 42-717. Setbacks.

(e) *Recreational vehicle setbacks.*

(1) Recreational vehicles shall maintain a minimum setback distance from property lines consistent with conventional single-family dwelling requirements for the land use category.

Section 2. Severability. If any provision of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioner within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3215, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of County Commissioners in regular session this _____ day of _____, 2010.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

Annie Mae Murphy, County Clerk

Mark Wiggins, Chairman

RESOLUTION

A RESOLUTION OF THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA; RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, APPROVAL OF AN AMENDMENT TO SECTION 42-717 OF THE TAYLOR COUNTY LAND DEVELOPMENT CODE REGULATING THE PROPERTY LINE SETBACKS OF RECREATIONAL VEHICLES ON A LOT OR PARCEL WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Taylor County Land Development Code, hereinafter referred to as the Land Development Code, empowers the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, to recommend to the Board of County Commissioners, approval or denial of amendments to the Taylor County Land Development Regulations, hereinafter referred to as the Land Development Code, in accordance with said code;

WHEREAS, Sections 163.3161 to 163.3215, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency, to provide recommendations to the Board of County Commissioners in accordance with said statute;

WHEREAS, an application, as described below, has been filed with the County;

WHEREAS, the Planning Board has been designated the Local Planning Agency;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, held a public hearing, with public notice, on said application for amendment, as described below, and considered all comments received during said public hearing;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements to the Comprehensive Plan;

WHEREAS, the Planning Board, serving also as the Local Planning Agency, has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Planning Board, also serving as the Local Planning Agency, based upon study and consideration has determined and found that:

A. The proposed amendment is not in conflict with any applicable provisions of the Land Development Code;

B. The proposed amendment is consistent with all elements of the Comprehensive Plan;

C. The proposed amendment is not inconsistent with existing and proposed land uses;

D. There have been changed conditions that require an amendment;

E. The proposed amendment will not result in a population density pattern and increase or overtaxing of the load on public facilities such as schools, utilities and streets;

F. The proposed amendment will not negatively impact the natural environment;

G. The proposed amendment will not adversely affect property values in the adjacent areas;

H. The proposed amendment will result in an orderly and logical development pattern; and

I. The proposed amendment will not be in conflict with the public interest, and will be in harmony with the purpose and interest of the Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA, THAT:

(e) *Recreational vehicle setbacks.*

(1) Recreational vehicles shall maintain a minimum setback distance from property lines consistent with conventional single-family dwelling requirements for the land use category.

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Planning Board, serving also as the Local Planning Agency, this 4th day of November, 2010.

PLANNING BOARD OF TAYLOR COUNTY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF TAYLOR COUNTY, FLORIDA

Attest:

Danny Griner, County Building Official

Chairperson

TAYLOR COUNTY PLANNING BOARD
Minutes
November 4, 2010
Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347

Members Present	Staff Present	Speakers		
James Ross	Danny Griner	Michael Smith	Linda McGuire	Michael Smith
Larry Hendry	Bill Blue	James Henley	Ian C. White	Claudia Willard
Dale Rowell		Claudia Willard	Will R. Cooley	Randy Hathcock
Ward Ketring		Billy Ezell	Danny Ellison	George Stamos
		Karen Ezell	Charles Carlton	Charles Gurr
		Gary Cooper	Jim Zurbrick	David Malone
		Greg Collins	Doyle Padgett	Travis Beach

Ward Ketring convenes the meeting and is notified by Danny Griner that the November meeting is the specified date for reorganization of the boards noting that the board rules allow the action to be taken as soon as practical and could be tabled until more board members were present if the board so desires. Larry Hendry makes a motion to table the reorganization until the December meeting; James Ross seconds the motion; the motion passes by unanimous vote.

1. **October 7, 2010 Minutes:** Ward Ketring states that the first order of business is to review and consider approval of the draft minutes from the October 7, 2010 meeting. Larry Hendry makes a motion to approve the minutes as written; Dale Rowell seconds the motion; the motion passes by unanimous vote.

2. **James D. Henley Setback Variance Continuance:** Ward Ketring opens the public hearing for the agenda item consisting of a continuance of a public hearing concerning a setback variance request on a lot located at 1708 King Street, Steinhatchee, Florida 32359. Attorney Michael Smith representing Claudia Willard approaches the board stating that a new survey of the subject structure had been provided by Claudia Willard, further stating that the parcel is located in the Mixed Use Urban Development (MUUD) land use category, which requires setbacks of 30-feet from the front property line, 10-feet from the side property lines, and 15-feet from the rear property line. Michael then clarifies that the application addresses the setback encroachment on the side property line and points out that the applicant lists the request for remodel permits. Michael continues by stating that the existing structure already encroached into the setbacks prior to renovation and now encroaches further into the setback area due to construction without a building permit, further addressing the legal issues surrounding the action by the applicant and concluding by stating that his client objects to the variance request. Michael hands out photographs to the board intended to show the original footprint of the structure and the present encroachment located there, noting that at one point the structure is within 10-inches of the property line and that the applicant does not address additional work that may be desired within the encroachment area. Michael then states that his client objects to the application as an exacerbation of a nonconformity. In conclusion Michael states that due to the fact that he represents clients within the coastal area that he would like to recommend the board allow 3 recreational vehicles per lot during the public hearing to be held subsequent to this agenda item. Bill Blue addresses the board pointing out the Land Development Code (LDC) standards for review of a

variance. James Henley approaches the board stating that he applied for a variance based on the advice of Danny Griner and Don Love, then addressing the surveys and discussions with his neighbors. James continues by stating that the project was previously "red tagged" and construction ceased at that time, noting that he has had no further communication with the Willard's from that time until the variance notice was mailed out. James then addresses the statement at the previous meeting made by Michael Smith that his clients did not have sufficient time to obtain a survey prior to the October 7, meeting, and further detailing the amount of time that has passed since the initial construction. James then discusses the submitted photographs and states that they reflect a pre 1993 condition, noting that the roofline extension post 93 is uncertain. Ward Ketring notes his concern that the improvements were accomplished without obtaining proper building permits. James Henley replies by explaining that he is aware he will have to obtain permits with the input of a professional engineer, further stating that he objects to Michael Smiths comments concerning a pre 1993 condition. James concludes by suggesting that the roofline extension be removed as a condition of approval. Michael Smith states that the applicant's action was clearly nonconforming and now desires additional work within the nonconformity. Dale Rowell asks if cutting the roofline extension back would be an acceptable solution for Claudia Willard. Michael Smith replies that a reduction to the original footprint would be acceptable. James Ross asks if the power pole shown in the photograph is located on the applicant's property and receives an affirmative response. Larry Hendry asks the applicant if he would be agreeable to remove the eave extension. James Ross notes that the structure would still be within 3-feet of the property line with the eave removed, and further request clarification on the age of the structure in the submitted photographs. Mr. Willard states that the picture reflects a 1998 status. James Ross clarifies that he is attempting to determine the original footprint of the structure. Michael Smith approaches the board and explains his determination of the original footprint. James Henley then clarifies his definition of the original footprint. Larry Hendry makes a motion to approve the variance with removal of the roof extension, cessation of construction of that side of the structure and installation of a gutter system; Dale Rowell seconds the motion. The board then discusses the ability of the applicant to accomplish additional construction improvements within the boundaries of the structure footprint and determines that such action would be allowed. The board then approves the motion by unanimous vote.

3. **Recreational Vehicle Density Public Hearing:** Ward Ketring opens the agenda item concerning density limits for recreational vehicles in the floodplain and explains that the application was submitted by the Board of County Commissioners, noting that the Planning Board only provides a recommendation to the County Commission for applications of this type. Mr. Ketring then notes that since the application was submitted by the County Commission, he sees the action of the Planning Board as similar to a child telling the parent what to do, concluding by stating that the Planning Board recommendation is non-binding and the County Commission will make the final decision. Bill Blue explains to the board the requirements of ex parte communication with the public prior to the meeting, noting that the board members must disclose whether such communication took place for each board member. Danny Griner explains the process for amending the LDC and the requirement for public hearings before the Planning Board and County Commission and clarifies that the density language as written will allow 2 recreational vehicles on a 1/8 acre lot and 4 recreational vehicles on a 1/4 acre lot. Mr. Griner concludes by clarifying for the board that the County Commission made it clear in previous meetings that the 2,500 square foot limitation contained in the

application language was solely a placeholder and was subject to change during the public hearing. Dale Rowell asks if the Planning Board can recommend a change in the amendment language and receives an affirmative response. The board clarifies that the public will be allowed to address both the proposed density amendment and setback amendment at the same time, although they are separate agenda items. Linda McGuire approaches the board and states that she purchased her property in conjunction with others for use by multiple people, noting that money is tight due to the economy and that improvements to the property were being slowly accomplished. Linda further notes that she made sure of what could be done on the property prior to the purchase and with the proposed changes they would not be able to accomplish their intent and they would not have purchased the property if they had known of the changes. Linda then shows the board a photograph of an abandoned structure in the vicinity and points out other lots in a state of disrepair in the area, stating that these conditions have not negatively impacted property values, concluding by stating that most of the recreational vehicle sites are neat and clean and recreational vehicle lots pay taxes also, although not as much a site built homes. Linda then states that if the board decides on one recreational vehicle per lot it would be like saying that one of the co-owners of the property doesn't matter. Linda concludes by stating that a lot of recreational vehicles sited adjacent to homes do not comply with the setbacks and asks the board for their consideration. Randy Hathcock states that he purchased the home that Linda spoke of and the site was not cleaned up. Attorney Ian C. White, representing multiple coastal residents, addresses the board stating that he will speak to both the density and setback hearing subject matter. Ian states that he has looked at several issues, including FEMA regulations. Danny Griner clarifies that the present density is limited only by the statutory definition of a recreational vehicle park. Ian C. White then addresses the potential impacts to traffic, development intensity, and the appearance of a recreational vehicle park due to siting on contiguous lots, noting that recreational vehicles do not result in a significant tax increase. Ian then discusses the costs of elevated construction to homeowners and the appropriate density for recreational vehicles, concluding by stating that the proposed density would degrade property values and would not entice people to build site built homes. Upon a request for clarification Ian White confirms that his clients would endorse a limit of one recreational vehicle per lot with setbacks equivalent to single family dwellings. Billy Ezell addresses the board stating the Taylor Coastal Communities Association passed a resolution to limit recreational vehicles to 1 unit per 5,000 square feet due to the allowance of continuous siting, and further states that the Association does not support "grandfathering". Billy then states that personally he does not think than any recreational vehicles should be allowed. Karen Ezell approaches the board stating her plea that the board should reinstate the 180 day rule due to personal experience near her home, noting that some of the recreational vehicle sites have built shelters over the units and then everyone started siting recreational vehicles. Karen continues by stating that she does not want recreational vehicles on vacant lots adjacent to her house, concluding by stating that she would endorse one recreational vehicle per lot for a maximum of 180 days per year. Gary Cooper addresses the board stating that he is a Florida native and owns a small business in Ocala, noting that Florida has changed a lot and he can appreciate the feeling of local folks and their desire for smart growth. Gary continues by stating that he purchased a remodeled structure in the coastal area and pays the required taxes, further stating that he fears the impacts to land values by the siting of recreational vehicles. Gary then requests that the board stand up to the County Commission and make a reasonable recommendation to them, not allowing 2 recreational vehicles per lot, continuing by questioning the ability to stay in place 365 days a year,

potential for homestead status and requirement to hook to the public sewer. Gary concludes by stating that he does not mind campers that come and go and recommends that a landowner use a lot for a recreational vehicle site and then leave when they are done with a maximum limit of 180 days and setbacks equivalent to a single family dwelling. Greg Collins approaches the board recommending denial of the amendment, noting that the area is zoned for single family dwellings and there are no requirements for recreational vehicles to hook up to the sewer system. Greg continues by pointing out that there is presently not enough parking now for recreational vehicles. Greg then states that he found 13 recreational vehicles without tags and 7 without current license in the Keaton Beach area and are therefore not road ready, further noting that during a hurricane evacuation the units are a hazard due to the out of town owners who cannot move the recreational vehicle units in time. Greg then points out the hazards of roof-over's and unattached decks in a storm event, noting that an evacuation could not be enforced any better than the 180 day rule. Greg concludes by recommending lot owners use a recreational vehicle site periodically and then leave, be hooked to the sewer system, be part time and not be allowed to exceed 1 unit per lot. David Malone addresses the board stating that he has been a resident of the coastal area for 14 years and then points out to the board the requirements for recreational vehicles in Wakulla County, which only allows recreational vehicle units in parks and reads a portion of the Franklin County regulations to the board. David then presents photographs to the board and explains the Sandpiper Subdivision deed restrictions, noting that he recommends a maximum of 1 unit per 1/8 acre as the board originally agreed to in a workshop, but subsequently changed in a board meeting without notice. David concludes by stating that he would like to see the 180 day rule reinstated, but was uncertain about the setback requirements. Charles Carlton approaches the board stating that he is a resident of Dekle Beach that rebuilt after the storm of 1993 and recommends 1 recreational vehicle per 50' x 100' lot. Charles continues by stating that he does not like the continuous siting provision adopted by the board without sewer hookup and the same setbacks as a dwelling unit. Charles then notes that the rules do not encourage people to build dwelling units and concludes by recommending the board go back to the 180 day rule with no "grandfather" provisions. Danny Ellison speaks to the board stating that in his experience property values were not negatively impacted by the siting of recreational vehicles, further stating his desire to use his lot with family and he has no problem with requiring sewer hookup. Danny continues by stating that he does not like the 180 day rule unless someone is willing to pay his taxes for the remaining half year, further stating that he endorses "grandfathering". Danny then speaks to the impact to Selma, who has had 3 units on her lot for many years. Danny concludes by stating that he recommends 2 units per lot with "grandfathering", implementing the new regulation only for new permits and allowing setbacks of 5-feet from each side and 15-feet from the front property line. Jim Zurbrick addresses the board stating that he endorses 2 recreational vehicles per lot, or one per 2,500 square feet, continuing by stating that he came to this area because of land rights. Jim concludes by stating that he is okay with setbacks the same as for a single family dwelling and does support "grandfathering". Doyle Padgett states that he pays taxes and objects to reinstatement of the 180 day rule, continuing by stating that he objects to the setback proposal due to the limitation of usable land at Ezell Beach and opposes a sewer requirement due to the unique situation at Ezell Beach also. George Stamos approaches the board stating that he was asked by Carol and Dr. Charles Hiland to read a letter prepared by them, due to their inability to attend the meeting. George then proceeds to read the letter opposing the proposed regulations. George then states that he proposes going back to a residential lot use only and not allow recreational vehicles on a

permanent basis, noting that units should be allowed adjacent to a home, further noting that he could place 4 recreational vehicle units on his lot a Dekle Beach but would not due to his concern for his neighbors there. George then restates his opposition to permanent siting of recreational vehicles and notes that we are on the verge of having a real problem with floodplain issues and FEMA with a potential of loss of insurance. Charles Gurr addresses the board stating that the lines of vehicles parking on the right of way and traffic issues are caused by use of the boat ramp by out of town users, further stating that recreational vehicles did not destroy the economy and that his recreational vehicle is road ready and hooked to the sewer system, concluding by stating that he does not support reinstatement of the 180 day rule. Randy Hathcock speaks to the board stating that he supports 2 recreational vehicles per lot, noting that he pays for sewer and taxes and that his taxes on his lot are higher than many of the homestead properties in the area. Randy then discusses the ratio of local and out of town users of the coastal area. James Ross asks about the deed restrictions for the coastal areas that he has reviewed. Bill Blue explains that the court can enforce deed restrictions, but the county does not have the authority. Dale Rowell clarifies that the proposal as written is a reduction in the number of recreational vehicles presently allowed per lot. Bill Blue points out that code enforcement issues can be brought to the attention of the department by the public. Dale Rowell notes that the board has historically been sensitive to the plight of nonconforming lots for variance consideration. Dale continues by stating that he is a person who believes in private rights; however, the beach area is so dense that it presents a different situation, concluding by stating that this regulation, including the setback proposal, is a good step forward. George Stamos speaks to the board concerning deed restrictions and the different uses allowed by them. James Ross points out that the Keaton Beach deed restrictions disallowed recreational vehicles. Bill Blue restates that deed restrictions are not within the county's authority umbrella, but can be enforced by the court system. Dale Rowell makes a motion to approve the density amendment language as written; Larry Hendry seconds the motion; the motion passes by a majority vote of the board members present, with James Ross voting in opposition.

4. **Recreational Vehicle Setback Public Hearing:** Having heard all comments concerning the amendment application in the previous discussion Dale Rowell makes a motion to approve the amendment as written; Larry Hendry seconds the motion; the motion passes by majority vote of the board members present, with James Ross voting in opposition.

5. **Sandra Beach-Manning Flood Zone Elevation Variance:** Ward Ketring opens the agenda item consisting of a request to relocate a structure from one lot to another in the VE flood zone and allow it remain in a pre-firm status. The board discusses the letter provided from the State Floodplain Management Specialist recommending the board deny the variance request. Travis Beach approaches the board and explains the situation, stating that the building is a commercial structure presently on leased property; however, the lease would soon expire and the building would have to be moved. Travis continues by stating that he owns the property that the building would be moved to and was giving it to his daughter Sandy, who could not attend the meeting due to a medical emergency. Travis continues by stating that there is a hardship involved and notes that the building is presently 12-inches above grade and would be elevated to approximately 36-inches, further stating that if he was required to procure the services of a professional engineer, he would do so. Travis then states that the elevation of a commercial building and requirement for an elevator constitutes a hardship, noting that it will never be a

residential use, nor be insured. Travis continues by stating that it doesn't make sense to move it off of the coast as it is used as a realty office for coastal property and that the move would cut the overhead costs by $1,000 a month, concluding by stating that there would also be a handicap ramp installed. Danny Griner states that if the board processes the request as a variance a public notice and mail out would need to be done, continuing by stating that he was unsure of the procedure based on the following: if the structure can be moved and placed on a new engineered foundation within the threshold parameters for a substantial improvement, would it actually require a variance. Bill Blue addresses the board stating that by analyzing the FEMA regulations, he would consider the relocation to be new construction requiring elevation. Bill continues by pointing out the standards for review for a variance and noting that the request would not meet those standards in his opinion. Bill concludes by stating that the board does not have to follow his advice, but may consider it as part of their decision. The board further discusses the strongly worded letter from FEMA and the potential of action against the county. Larry Hendry states that he does not want to jeopardize the county's flood insurance on a single issue and recommends the applicant obtain legal counsel and work with FEMA. The board tables the agenda item until the applicant has the opportunity to obtain legal representation.

DRAFT

LAW OFFICES OF BERRIEN L. SUTTON, LLC

172 West Dame Avenue
Homerville, Georgia 31634
(912) 550-5039
(Fax) 912-487-2112

October 26, 2010

Taylor County Board of County Commissioners
ATTN: Dany Griner, Building Official
201 East Green Street
Perry, Florida 32347

RE: Your letter of October 22, 2010

Dear Sirs:

I received your letter concerning RV's and would like to take this opportunity to notify you of my concerns.

As you know, lots at Ezell are generally 50 by 100 feet. There is not enough usable land to meet set back requirements that are proposed. Applying these requirments to land that has been in use prior to the adopting of the proposal and prior to the adoption of any comprehensive plan could raise serious questions about condemnation. I ask that you consider application of any amendments prospectively only since many have spent significant sums in reliance upon current land use requirments. I also ask that you consider the following language that should alleviate concerns with regard to small lots with insufficient usable land:

The set back requirements shall not apply to lots that do not have sufficient usable land for the set back requirments to be reasonably complied with.

Sincerely,

Berrien L. Sutton

October 29, 2010

To Whom It May Concern:

The purpose of this letter is to express our views on regulating the number of recreational vehicles allowed on a lot or parcel in the VE & AE flood zones and setbacks from the property lines at the local beaches.

Our family built the house we own and we are Taylor Co residents [redacted] at Keaton Beach. The house was built in 1978 under the 180 day ordinance. The ordinance for years was monitored and enforced. Once this stopped 2-4 trailers started being placed on a lot and left year around. We live on the main road at Keaton Beach and there are 4 empty lots surrounding us. We do not want any RV trailers allowed on Keaton Beach Road. We want to keep the area unique and attractive and draw perspective buyers/renters to the area. The main road is the first impression that people see when they visit Keaton and we want them to return to either rent or buy. RV's parked on lots year around decrease the value of our home and others who are homeowners.

We would like to see your committee to vote for **no** trailers per lot except for the implementation of the 180 day ordinance. We would also request that the elimination of grandfathering existing RV's.

Sincerely,

Frank + Marcia Ray

Frank and Marcia Ray
2155 Keaton Beach Drive

Dr. Charles E. Hiland
Carol R. Hiland
20450 Keaton Beach Road
Keaton Beach, Florida
678-234-0300
November 3, 2010

To: William D. (Danny) Griner, Building Official, Members of the Taylor County Board of County Commissioners, Members of the Taylor County Planning Board

Re: Letter of October 22, 2010 - Regulation of Recreational Vehicles Allowed

Due to previous commitments, we are unable to attend the upcoming public hearing before the Planning Board on November 4, 2010. However we would like to submit our input for consideration in the recommendation that is made to the County Commissioner.

Six years ago, attracted to its natural beauty and simplicity and the prospect of it remaining that way for years to come, we purchased a home at Keaton Beach. It was a commitment of heart as well as a financial investment, with the belief that it would offer years of enjoyment for family and friends.

Every year since then we have observed an increasing number of visitors to Keaton Beach, no doubt attracted for many of the same reasons that we were initially drawn to it. With that, however, we have also observed the increase in traffic - on the roads as well as in the canal - stressing the infrastructure as well as the environment. On any given weekend during peak months, trucks and trailers not only fill the parking lot adjacent to the boat launch, but also line the streets of Keaton Beach to the point where homeowners have difficulty coming and going, let alone walking their dog(s)! Boats line up to launch, to exit the canal, as well as to return to the launch or to their private docks. With such a small land mass, every person's imprint has a much larger impact than it would if it were a larger piece of real estate.

Having said that, our concerns with the proposed amendment can be summed up as follows:

- If you allow up to 4 recreational vehicles per ¼ acre, where will all these additional people park their vehicles and trailers? Where will they dock their boats? What will the impact be to the sewer system and the water supply, as well as to the roads and the canal? What about the added noise levels? How much can the already stressed infrastructure of Keaton Beach withstand?

Dr. Charles E. Hiland
Carol R. Hiland
20450 Keaton Beach Road
Keaton Beach, Florida
678-234-0300
November 3, 2010

- Will the people who park their RVs at Keaton Beach have the same level of concern and commitment for the current and future wellbeing of the local environment? We think not. After a busy weekend, it is not uncommon to see the after effects (not the least of which is the trash left behind and, more importantly, damage to private seawalls and docks due to non-compliance with the 'no wake' rule) of too many people who just came and had fun for the day/weekend and didn't have to worry about the next day, the next week, the next month, or the next year.
- The current tax base on a lot with a house is higher than one for an RV; yet the impact on the infrastructure and environment as a result of allowing up to 4 RVs on a lot could be four times as great – use more; pay less. Since the County will not realize any additional income, where will the funds come from to address the negative impact that this will have on the quality of life for the residents of Keaton Beach?

In closing, after considering all of the potential negative effects of this amendment, it is difficult for us to understand why this change is even being proposed. What possible benefit(s) could come from this that would outweigh the potential negative impacts - namely the likely overuse of the resources and infrastructure of Keaton Beach and a degradation of the environment, compromising the experience for all?

The long term impact must be considered. The temporary enjoyment that this might provide for a few does not outweigh the substantial negative impact to the majority who have a vested interest in the community and are committed for the long term. It is easy to relax restrictions; it is always more difficult to go back. Once you open this 'floodgate', even if it does not work out, it will be hard to reverse it.

We sincerely hope that this decision will receive your due diligence and will be made with consideration for preserving the beauty and uniqueness of Keaton Beach.

Dr. Charles E. Hiland

Carol R. Hiland

Carol R. Hiland

Lee Cooper
539 Simmons Street,
Trion, GA 30753-1236
706-734-3168 Cell 706-506-4435
October 29, 2010

Mr. William D. Griner
Building Official
201 East Green Street
Perry, FL 32347

RE: Recreational vehicles per 50' x 100' Lot

Dear Mr. Griner:

I am opposed to two recreational vehicles allowed on a lot or parcel in the VE & AE flood zones. I feel this will devalue the property and will have the appearance of a recreational vehicle park which is not why I purchased property in your county.

Please do not do this to the land owners as the property values are already extremely low. Adding recreational vehicles year round will not present a positive appearance

Your serious consideration to my opinion will be appreciated.

Respectfully submitted,

Lee Cooper

Rick and Patti Causey
19060 Good Times Drive
Perry, FL 32348

November 4. 2010

Taylor County Planning Board,

My wife and I had to go out of town today so we won't be able to attend the Planning Board meeting tonight. We are submitting our written comments on the issues of RV density and setbacks.

We are opposed to any RVs being allowed in the Beaches area, except for approved RV parks. However, the County Commissioners recently voted to allow RVs to stay in this area for an indefinite period of time. In essence, this will allow people to use RVs as their permanent residence. For this reason, they should be required to adhere to the same restrictions as a single family dwelling. It should be pointed out that people who choose to build a home in the Coastal High Hazard Zone have to adhere to very restrictive and expensive building codes. This is grossly unfair to allow people to live in RVs that are never inspected or required to meet any building codes.

If people are allowed to use RVs as their permanent dwelling and homestead them, then Taylor County could soon become the RV capital of the south. Just think what this could do to property values and the county's tax base.

In the counties west of here they have already dealt with this problem. In Wakulla County, RVs are restricted to approved RV parks. In Franklin County, RVs are restricted to a 7 day stay if they are self contained and 14 days if they have a sewer hook-up.

Allowing RVs in residential areas will reduce property values and reduce the county's tax base. This will put an unfair tax burden on all property owners in Taylor County.

The longer Taylor County puts off addressing this issue the harder it will be. No matter what ordinance the county comes up with there should be no grandfathering. Grandfathering only causes legal issues, and creates problems for county staff.

Respectfully submitted,

Rick and Patti Causey

C. Wayne and Shirley Shinholser
20641 Marina Road
Perry, FL 32348
(850) 578-2184

November 1, 2010

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347

RE: Number of RVs allowed on a lot/parcel in flood zones and setbacks

Commissioners:

In 1995, we purchased a 50 x 100 lot on Marina Road, Keaton Beach. Adhering to existing County codes, we parked our RV on the site for six (6) months each year and enjoyed the wondrous beauty on a temporary basis until we could complete our home in 1997. Our home was built per code to withstand the dangers of living in a flood zone and high hazard area.

As we have watched and listened to the unfolding of the County's new rules regarding RVs in our beach communities, we have noted the following concerns:

1) If an RV is allowed to stay on site year-round, should it be considered as a "residence" and be required to connect to the existing wastewater collection system? We have grave concerns that sewage will be secretly dumped into our canals, buried on site or simply "spilled" due to improper handling.
2) Normally, a 50 x 100 lot at Keaton Beach has 10-15 ft. in the canal, creating 50 x 90 or 50 x 85 lots. If the County allows two (2) RVs on a parcel that small, there will not be enough room for determined set backs (30-feet from the front, 10-feet from the sides and 15-feet from the rear). Surely there must be at least 10 feet between the two as well for fire protection.
3) Should two (2) RVs be permitted on a 50 x 100 lot, parking of vehicles and boat trailers will be an issue. We already experience traffic difficulties on our narrow roads with home rentals due to an excessive number of vehicles and boat trailers parking on the right-of-way. Some even dare to park on neighboring property without permission.
4) Some desire to place two or more RVs on a parcel for rental income. Should this be a question of "density" or "commercial versus residential"? Mini RV parks may jeopardize income of established, fully licensed and approved RV parks. In addition, RVs in a well-managed, established RV park are required to move in and out of the park during threatening conditions. Owners of mini sites may or may not take the iniative to see that RVs leave during flooding thus creating missiles targeting existing homes in the area. NOTE: Realtors cannot rent anything with wheels on it. Will the county insure that individuals rent "sites" and not "RVs on sites"?

5) There is concern over diminishing property values. Existing homes, many of which are built to code, will decrease in value as RVs are allowed to move in and stay full time.
6) If RV Parks are regulated, shouldn't mini-RV parks also be regulated? Is the County prepared for this?
7) Will allowing RVs to stay year round in the coastal high hazard areas affect future FEMA funding?
8) We strongly recommend that you remove the term "grandfathered in" from your vocabulary. It creates confusion.

We greatly appreciate your allowing us to share our concerns. May God direct you to make the best decision possible for the good of the community as a whole.

Sincerely,

Wayne Shinholser

Shirley Shinholser

PLEASE FIND ATTACHED:

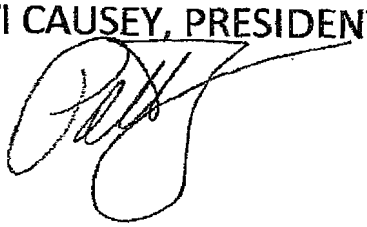
A RESOLUTION CONCERNING RV DENSITIES AND SETBACKS.

EMAILS FROM OUT OF TOWN PROPERTY OWNERS.

ADOPTED BY THE TAYLOR COASTAL COMMUNITIES

ASSOCIATION AT THE OCTOBER 2010 MEETING.

PATTI CAUSEY, PRESIDENT



Taylor Coastal Communities Association
P O Box 91
Perry, FL 32348

October 15, 2010

To Whom It May Concern:

At the October 2010 meeting of the Taylor Coastal Communities Association, a resolution was passed to restrict RV density to ONE RV per 5000 square feet. This would be one per 50'x100' lot. Because Taylor County allows RV's to stay indefinitely in the Coastal High Hazard Zone and be used as single family residential dwellings, they should be held to the same density standards and setbacks as single family residential dwellings. In order to facilitate enforcement of this resolution, we feel it would be best to eliminate any grandfathering of existing RV's.

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ

Wednesday, October 6, 2010 8:33 PM

From: "Charles Hiland" <[redacted]>

To: "TCCA" <taylorcca@yahoo.com>

If density increases all aspects of life on the beach will suffer. Increased pollution and traffic on and off the canal. I will sell my high end house with it's high taxes and insurance. How long be for crime increases?
Charles Hiland

Sent from my iPhone

On Oct 6, 2010, at 7:57 PM, TCCA <taylorcca@yahoo.com> wrote:

> Dear Members,
> I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
> For those of you who live out of town and were unaware of this issue, this is what's happening.
> Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
> Here are some pros and cons of the density issue for your consideration.
> Pro: Provide low cost housing for people to live and vacation at the Beaches.
> Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
> Pro: Provide income to people wanting to rent their property to RVers.
> Con: Will increase traffic congestion at the Beaches where parking is already a problem.
> Con: RVers will get same county services as home owners without paying property taxes.
> I am sure you now understand the issue and can think of many more pros and cons on the ordinance.
> My husband and I recently rode through beach communities from Indian Pass to Mexico Beach in order to see what other areas were doing about their RVers. In the communities we rode through, RV's were confined to RV parks, not in residential areas.
> Please provide me with your comments and ideas before our next TCCA meeting, October 12 at 6:00pm.
> I know many of you can't vote in Taylor county, but do pay taxes here and need to have your voices heard.
> I hope to see you all at the next meeting or at least send me an email with your thoughts.
> Thanks,
>
> ***Patti Causey, President***
> **Taylor Coastal Communities Association**

Carlton, Fla.
Keaton Beach

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ

Wednesday, October 6, 2010 9:59 PM

From: "TOM & LEE BREAUX" <[redacted]>

To: taylorcca@yahoo.com

hi patti, i think that only one rv should be allowed on a lot. if there is moe than one then it should be designated a an rv park and pay taxes as such. the land owner should have to get an rv permit and a business license.

HAVE A GOOD DAY

TOM & LEE
FISH FEAR ME
/)—~<:{{{{<><

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YAHOO! MAIL Classic

RE: IMPORTANT, PLEASE READ Thursday, October 7, 2010 11:17 AM

From: "David Gallagher" [redacted]

To: taylorcca@yahoo.com

As a property owner with a dwelling built upon it, it has been my experience that the presence of RV's (road ready or not) diminish property values generally. Therefore, I would only support an ordinance which segregated RV's to specific RV' parks, away from residential areas.

Dave Gallagher
195 Cedar Rd.
Cedar Island
813-871-1300

Date: Wed, 6 Oct 2010 16:57:10 -0700
From: taylorcca@yahoo.com
Subject: IMPORTANT, PLEASE READ
To:

Dear Members,
I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
For those of you who live out of town and were unaware of this issue, this is what's happening.
Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
Here are some pros and cons of the density issue for your consideration.
Pro: Provide low cost housing for people to live and vacation at the Beaches.
Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
Pro: Provide income to people wanting to rent their property to RVers.
Con: Will increase traffic congestion at the Beaches where parking is already a problem.
Con: RVers will get same county services as home owners without paying property taxes.
I am sure you now understand the issue and can think of many more pros and cons on the ordinance.
My husband and I recently rode through beach communities from Indian Pass to Mexico Beach in order to see what other areas were doing about their RVers. In the communities we rode through, RV's were confined to RV parks, not in residential areas.
Please provide me with your comments and ideas before our next TCCA meeting, October 12 at 6:00pm.
I know many of you can't vote in Taylor county, but do pay taxes here and need to have your voices heard.
I hope to see you all at the next meeting or at least send me an email with your thoughts.
Thanks,

Patti Causey, President
Taylor Coastal Communities Association

Tampa, Fla.
Cedar Island

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ

Thursday, October 7, 2010 9:23 PM

From: "Ann Burt" [redacted]
To: "TCCA" <taylorcca@yahoo.com>

Patti,

This is very serious to us. Can anyone provide us a copy of the ordinance now being considered by the Taylor County Board of County Commissioners? When does the County Commission meet to decide this?

Also, where is the TCCA meeting held? I would have to take off work to come and may not be able to do that, but perhaps my husband Robert can come. We own the lot located on the right of the Captains Quarters on Ponce de Leon. We have had one camper on the property and have just now brought in a second one because we couldn't enjoy the property with so limited sleeping space and just one bathroom. I am putting our position on paper, but I'm afraid it won't be effective if we aren't there.

Limiting the property to just one RV make it almost unusable with friends and family. Do we have to pitch a tent to be able to sleep more than six? If we're limited to one RV, is a property owner with a house limited to no RV on his property at all? If our lot is a lot and a half, do we get one and a half RVs?

What is the real issue causing all this concern? The few times we have been to Keaton Beach on the off scallop season, it appears to be almost a ghost town. Are RVs really causing everyone so much trouble? Since purchasing this property in Sept. 2003, we have paid $22,035.70 (no kidding!) in property taxes alone and now to think we may not even be able to keep a second camper and use the property with our friends and family. This is unreal. I can only imagine what our property taxes would be if we had a house on the lot - not to mention trying to insure it. I'm beginning to wonder why anyone would ever consider purchasing property at Keaton Beach. Sorry, this is all extremely frustrating.

Please make sure we are kept advised. Thanks again for all you are doing to give everyone a voice.

Ann Burt
----- Original Message -----

From: TCCA
To: undisclosed recipients:
Sent: Wednesday, October 06, 2010 7:57 PM
Subject: IMPORTANT, PLEASE READ

Dear Members,
I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
For those of you who live out of town and were unaware of this issue, this is what's happening.
Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
Here are some pros and cons of the density issue for your consideration.
Pro: Provide low cost housing for people to live and vacation at the Beaches.
Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
Pro: Provide income to people wanting to rent their property to RVers.
Con: Will increase traffic congestion at the Beaches where parking is already a problem.

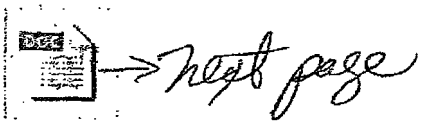
Jacksonville Fla.
Keaton Beach

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ

Thursday, October 7, 2010 10:47 PM

From: "Ann Burt" [redacted]
To: "TCCA" <taylorcca@yahoo.com>
1 File (22KB)



RV issues.dc

Patti, Attached is something I've drafted tonight, but I can't begin to say how disgusted I am that we have paid all this money to have something to enjoy and now potentially won't even be able use our property with friends and family together because we don't have a structure on it.

We have just within the last month purchased and placed a new seond camper on our lot and had scheduled a plumber to hook it up to the sewer on Monday. Guess we'll stop that. I doubt we'll be able to give our property away when people learn what it costs at Keaton Beach to have an empty lot that you can't even use with friends and family because you can only sleep six and have one bathroom. We pay $65.15 a month in water and sewer whether we're there or not and won't be able to have two bathrooms on the property if this goes through.

The attached is not my best, but it's what I have so far. Who's big idea was all this anyway?

Again, I'm not mad at you. I appreciate you and the others who keep the Civic Association going. But I can't believe anyone thinks this is a good thing for anyone. It just makes Keaton Beach less desirable.

Ann

---- Original Message ----
From: TCCA
To: Ann Burt
Sent: Thursday, October 07, 2010 10:02 PM
Subject: Re: IMPORTANT, PLEASE READ

Ann,

Thank you so much for the response. Your comments will be included in the October 12, 2010 meeting. Our meetings are the second Tuesday of every month at 6:00pm at the Taylor Water and Sewer District Board Building on Beach Road. You can look up about the ordinance at taylorcountygov.com. If you cannot find anything, email them and they should get you what you need. I don't know if it is completed yet, as at the last meeting they were sending it to the Building and Planning Board. I will send out an email after the TCCA meeting and let everyone know what the results of the TCCA meeting are.

Thanks for your continued support of the TCCA!

Patti Causey, President
Taylor Coastal Communities Association

--- On **Thu, 10/7/10, Ann Burt** [redacted]

RVers will get the same county services as home owners without paying property taxes.

That cannot possibly be so. The property taxes we have paid are since purchasing this property September 2, 2003 are as follows:

2003	1,091.74	2007	3,939.51
2004	2,643.62	2008	3,790.95
2005	4,159.58	2009	2,296.99
2006	4,113.31	2010	??
Total:	22,035.70	Average: $3,148 per year	

All this for property that has been used essentially for one week a year. Services for one week a year.

Increases traffic congestion at the beaches where traffic is already a problem.

When is traffic congestion a problem? During the two-month scallop season. I think that the congestion is due to those persons not staying at the beach at all. Those persons staying in RVs most likely launch their boats once at the start of their stay, park their trailers on the property on which they are staying and don't get on the road much at all.

This argument is saying that we don't want people to come to Keaton Beach and stay in an RV because we don't want their cars and boat trailers. Each visitor to Keaton Beach is a potential customer for the diner, the marina and other shops in the area. Do these establishments not want more potential customers?

Lowers property values for those who have homes at the beaches or who have property they don't want to rent to RVs.

It is arguable whether or not property values are lowered by the presence of multiple RV's on a lot. If property value is defined as the value of property at the time of sale, then I believe the **option of having more than one RV on a property increases the usefulness of property and makes property more desirable, and therefore more valuable, than a lot limited to 1 RV**. One RV provides one bathroom and very limited sleeping accommodations. The option of being limited to one RV or being forced to build a permanent housing structure makes the property ***less desirable*** to potential buyers, and therefore less sellable and less valuable for owners.

The cost of a permanent structure, increased property taxes with the value of the structure added, and cost of insuring a structure in the area would be out of reach for except for very wealthy persons. The communities of Keaton Beach, Perry, and Steinhatchee do not provide high end employment for full-time residents. Potential property buyers have to live and work elsewhere to be able to purchase in Keaton Beach. Why buy if you can't even sleep more than six and have a second bathroom without building a house?

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ Friday, October 8, 2010 3:40 PM

From: "JUDY DENMAN" [redacted]

To: "TCCA" <taylorcca@yahoo.com>

Patti,

Based on the commissioners response to previous concerns about RV's, do you think there is really a chance they will "see the light". Our vote is to hire an outside attorney to address the issue and file a lawsuit against Taylor Co. Of course, this means an expense to owners that would be a hardship, but what other choice do we have. As property owners, we are not being heard and they don't seem to care about our rights. We have to stand up for ourselves in the only way we have left.

Thanks for all you do for our community!

Brad & Judy Denman
Raven's Nest
20416 Beach Dr.

From: TCCA <taylorcca@yahoo.com>
Sent: Wed, October 6, 2010 7:57:10 PM
Subject: IMPORTANT, PLEASE READ

Dear Members,
I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
For those of you who live out of town and were unaware of this issue, this is what's happening.
Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
Here are some pros and cons of the density issue for your consideration.
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Pro: Provide income to people wanting to rent their property to RVers.
Con: Will increase traffic congestion at the Beaches where parking is already a problem.
Con: RVers will get same county services as home owners without paying property taxes.
I am sure you now understand the issue and can think of many more pros and cons on the ordinance.
My husband and I recently rode through beach communities from Indian Pass to Mexico Beach in order to see what other areas were doing about their RVers. In the communities we rode through, RV's were confined to RV parks, not in residential areas.

Thomasville, Ga.
Keaton Beach

YAHOO! MAIL Classic

Re: IMPORTANT, PLEASE READ

Sunday, October 10, 2010 12:35 PM

From: [redacted]

To: taylorcca@yahoo.com

Dear Patti
We have two lots on Cedar Island so would like to weigh in on this situation. We are totally opposed to making this area available to even ONE permanent RVer per lot. Not only does this create a situation where we would never be able to sell our property, but we also would never want to build on our property—amidst a community of RVs. If the Commissioners want a RV Park, let them pick out some property and build one. If this proposal goes through, we would expect a significant decrease in our property taxes since our property would be significantly devalued (again) and would hope that all other property owners would expect the same.

Also, in the Covenants for Cedar Island's Sandpiper made available to us by the Clerk of the Circuit Court of Taylor County when we purchased this property and which greatly influenced our decision, there is a very clearly spelled out restriction (No. 6) which reads:
No structure considered a temporary residence, such as a TRAVEL TRAILER, tent, shack, shed, garage, barn, or outbuilding may be used as a permanent residence. A TRAVEL TRAILER or MOTOR HOME may be used as a residence for a period of time not to exceed six consecutive months. TRAVEL TRAILERS and MOTOR HOMES may be stored on the property once a permanent residence has been established.

We are aware that there are two or three lot owners who are in violation of this covenant, and we have chosen not to press this breach. But 50+!!!!!!

I sincerely hope the Commissioners will consider our thoughts on this matter and do the right thing for property owners WHO ARE PAYING TAXES.

Sincerely,

Carol and Gil Cunningham

In a message dated 10/6/2010 7:57:11 P.M. Eastern Daylight Time, taylorcca@yahoo.com writes:

> Dear Members,
> I have been asked by several people to have TCCA take a position on the proposed RV density ordinance now being considered by the Taylor County Board of County Commissioners.
> For those of you who live out of town and were unaware of this issue, this is what's happening.
> Now that we have sewer and water at the Beaches, some people want to allow up to 4 RV's on a 50'x100' lot, while others want only one. The Board recently voted to allow RV's to stay indefinitely, as long as they are road ready. People can now use RVs as a full time permanent residence if they so desire, if it remains road ready.
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> Pro: Provide low cost housing for people to live and vacation at the Beaches.
> Con: Lowers property values for those who have homes at the Beaches or who have property they don't want to rent to RV's.
> Pro: Provide income to people wanting to rent their property to RVers.

Tallahassee Fla.
Cedar Island

YAHOO! MAIL Classic

R V Density

Monday, October 11, 2010 8:20 PM

From: "V Land" [redacted]

To: taylorcca@yahoo.com

TCCA:

We would like to see no more than one (1) road ready travel trailer,or motor home, pre lot.

Thanks
Van & Virginia Land

Daineville Fla.
? Jolly Morgan Rd. ?

YAHOO! MAIL Classic

RE :IMPORANTANT,READ

Tuesday, October 12, 2010 7:38 AM

From: "anna johns" [redacted]
To: taylorcca@yahoo.com

Good Morning. We have been on vacation.

In answer to the pro and cons. There is really not a cut and dry answer.

However, in our case we have One Travel trailer on our property and it is road ready. We feel that a person should be allowed to have a second RV for family or frienda to visit.
NOT for the renting out of a space.

Sincerely Anna L. Johns and Thena C Mathe
121 Wells Sreet Palatka, Fl 32177-4110

Palatka, Fla.
Cedar Island

December 5, 2010

Taylor County
Board of County Commissioners
201 East Green Street
Perry, Florida 32347

Dear Sir or Madam:

In regards to your letter I received from you dated October 22, 2010, stating that you are considering regulating the number of recreational vehicles allowed on a lot and also setbacks from the property lines countywide. I am asking you to please consider the effects this would be for Ezell Beach if you pass this recommendation to set back 30 ft. from the front property lines. This would cause approximately 24 lots to be useless because the property lines would be in the water and marsh grass. The lots cannot be used for anything and would be a tax burden for the land owners forever.

Approximately 20 of 24 lot owners agrees with this request to remove Ezell Beach from these setback regulations. What possible good would this new regulation be for the land owners at Ezell Beach? In my opinion, a inverse condemnation meaning something of a contrary nature or quality or opposite. Reverse condemnation – to adjudge unfit for use or consumption – to declare convertible to public use under the right of eminent domain would be the result. For the good of the people, I humbly ask your most serious consideration in this matter.

Thank you,

Doyle Padgett

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared DONALD D. LINCOLN, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re:

Public Hearing for specifying code for recreational setback distances

was published in said newspaper in the issues of:

December 3, 2010

Affiant says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Donald D. Lincoln, Publisher

Sworn to and subscribed
before me this
3 day of Dec. 20 10

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

DEBRA M. CARLTON
MY COMMISSION # DD 694950
EXPIRES: August 13, 2011
Bonded Thru Notary Public Underwriters

Notice (pursuant to Florida Statute 125.66)
Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance which amends LDC Section 5.01.00, Chapter 42, Article VIII, Site Development Standards, Division 2, Performance Standards, Section 42-717, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Administrative Complex, Old Post Office building in Perry, Florida, at the regular board meeting on December 14, 2010, at 6:15 p.m. the title of the proposed ordinance is:
An ordinance of Taylor County, Florida which amends LDC Section 5.01.00, Chapter 42, Article VIII, site development standards, Division 2, performance standards, Section 42-717, Taylor County Code specifying recreational vehicle setback distances on a lot or parcel.
The proposed ordinance may be inspected by the public at the office of the County Administrator at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.
All members of the public are welcome to attend. Notice is further given pursuant to Florida Statute 286.0105. that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.
12/3

(15)

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
ERNIE PAGE, IV

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

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

November 17, 2010

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Recreation Advisory Board Ordinance and Notice

Dear Annie Mae and Jack:

Pursuant to the Board's instructions, please find enclosed:

1. A re-typed Ordinance with the corrections and a Severability and Effective Date clause.
2. A Notice to go in the newspaper

If you have any questions, please feel free to give me a call.

Thank you and Happy Holidays.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosures

RECEIVED
NOV 18 2010
By

ORDINANCE NO. 2010-____

AN ORDINANCE ESTABLISHING THE TAYLOR COUNTY RECREATION ADVISORY BOARD BY AMENDING CHAPTER 54, PARKS AND RECREATION OF THE TAYLOR COUNTY CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF, AND THE DEFINITION OF THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), PROVIDING FOR THE COMPOSITION OF MEMBERS, PROVIDING FOR AN APPOINTMENT PROCESS, ESTABLISHING THAT MEMBERS MAY NOT BE LOCAL ELECTED OFFICIALS, PROVIDING PROVISIONS FOR THE ELECTION OF OFFICERS, ESTABLISHING GUIDANCE FOR MEETINGS, PROVIDING FOR THE ESTABLISHMENT OF BY-LAWS, ESTABLISHING A RECREATIONAL PHILOSOPHY, ESTABLISHING SCHEDULING PRIORITIES, AND DUTIES, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Taylor County Board of County Commissioners provides many various public recreation facilities to the citizens of Taylor County and the surrounding area; and

WHEREAS, the County desires to ensure the efficient operation and management of County sports complex; and

WHEREAS, the County determines that it is in the best interest of the public to establish a County Recreation Advisory Board to advise the County Administrator on the County's recreation facilities and programs;

NOW THEREFORE, BE IT ORDAINED BY the Taylor County Board of County Commissioners that the Taylor County Code of Ordinances is hereby amended to add a new section _____ and

BE IT FURTHER ORDAINED that the section of the Code of Ordinances, section _____ shall read as follows:

52.22.0 Recreation Advisory Board Created – There is hereby created by the Taylor County Board of County Commissioners a County recreation advisory board, to be known as the Taylor County Recreation Advisory Board (TCRAB).

52.22.01 Definition - The TCRAB advises the County Administrator and/or his designee on the Taylor County Sports Complex.

52.22.02 Composition – The TCRAB shall consist of seven members, each of whom shall be a registered voter of Taylor County as well as being a current resident of the County. Positions shall be advertised and applications received by the Board of County Commissioners. The Commission shall appoint the members to the TCRAB in a regularly scheduled Commission meeting. Appointees are to be representative of all sports played at the County Sports Complex including but not limited to soccer, football, baseball, softball, basketball, tennis, users of the trail.

52.22.03 Appointment Process – Initially, the Board of County Commissioners shall appoint four members for a term of three years, three members to a term of two years. Thereafter, members shall serve three-year terms. Members may be re-appointed. Any vacancy of the TCRAB shall be filled for the un-expired term in the same manner as required for a regular appointment. Four members of the TCRAB shall constitute a quorum for the transaction of business. An affirmative vote of a majority of the

members of the TCRAB present shall be required to authorize any action or formulate a position of the TCRAB.

52.22.04 Members may not hold an elective office – The members of the TCRAB may not hold any elective office.

52.22.05 Officers – At the first regularly scheduled meeting in January of each year, the TCRAB shall elect from its members a Chair and a Vice-Chair. The Vice-Chair shall act in the absence or disability of the Chair. In case the Chair or Vice-Chair vacates their appointment, the Board shall immediately select a replacement. A designee appointed by the County Administrator shall serve as the Secretary to the TCRAB.

52.22.06 Meetings – The TCRAB shall establish its regular meeting time and location, which shall not be less often than once every month. The TCRAB is to comply with the Florida Sunshine Law for Advisory Boards. Training on the Florida Sunshine Law will be provided by the County Administrator or County Attorney at the January meeting annually.

52.22.07 By-Laws – The TCRAB shall adopt by-laws and rules of procedure to govern its operation. No by-law or rule of procedure shall be effective until approved by the Board of County Commissioners. The by-laws and rules to procedure may be amended at anytime by the TCRAB with the approval of the Taylor County Board of County Commissioners.

52.22.08 Recreational Philosophy – The TCRAB will have the responsibility and authority to develop a guiding philosophy regarding recreation which will promote inclusiveness, enrichment, consistency, fairness, and sportsmanship.

52.22.09 Scheduling Prioritization – The TCRAB will have the authority to determine the scheduling priorities for all community use of the facilities while protecting and providing for scheduled maintenance, and improvements. Facilities are available for community use after recreational league usage is scheduled. Conflicting league play should be avoided.

52.22.10 Duties – In addition to those duties set out in other sections of this code, the TCRAB shall have the following duties:

52.22.10.1 Advise the County Administrator and/or his/her designee on all Sports Complex activities.

52.22.10.2 The TCRAB shall assist in the development of policies and procedures related to programming and facility use of the County's recreation facilities.

52.22.10.3 Provide input for the County Administrator's consideration in preparing a budget request for consideration by the Board of County Commissioners.

52.22.10.4 Funding, ownership and maintenance of the Sports Complex will remain the Board of County Commissioners and their designee. The TCRAB shall make an annual report of its activities to the Board of County Commissioners.

52.22.11 Severability - If any word, phrase, clause, section or portion of this Ordinance shall be held Invalid or unconstitutional by a court of competent jurisdiction, such portion or words shall be

deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

ADOPTED BY THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS IN REGULAR SESSION this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY:_____
LONNIE A. HOUCK, Chairperson

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance establishing the Taylor County Recreation Advisory Board by amending Chapter 54, Parks and Recreation of the Taylor County Code of Ordinances, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2010, at _____p.m.. The title of the proposed ordinance is:

AN ORDINANCE ESTABLISHING THE TAYLOR COUNTY RECREATION ADVISORY BOARD BY AMENDING CHAPTER 54, PARKS AND RECREATION OF THE TAYLOR COUNTY CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF, AND THE DEFINITION OF THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), PROVIDING FOR THE COMPOSITION OF MEMBERS, PROVIDING FOR AN APPOINTMENT PROCESS, ESTABLISHING THAT MEMBERS MAY NOT BE LOCAL ELECTED OFFICIALS, PROVIDING PROVISIONS FOR THE ELECTION OF OFFICERS, ESTABLISHING GUIDANCE FOR MEETINGS, PROVIDING FOR THE ESTABLISHMENT OF BY-LAWS, ESTABLISHING A RECREATIONAL PHILOSOPHY, ESTABLISHING SCHEDULING PRIORITIES, AND DUTIES, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this ____ day of _____, 2010, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared DONALD D. LINCOLN, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re:

Public hearing on a proposed ordinance

was published in said newspaper in the issues of:

Oct. 20, 2010

Affiant says further that the said newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Donald D. Lincoln, Publisher

Sworn to and subscribed
before me this
20 day of Oct. 20 10

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

DEBRA M. CARLTON
MY COMMISSION # DD 694950
EXPIRES August 13, 2011
Bonded Thru Notary Public Underwriters

Original to Clerk

RECEIVED
NOV 08 2010
ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

NO
(PU ANT TO F.S. 125.66)
Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a Public Hearing on the passage of a proposed Ordinance to establish the Taylor County Recreation Advisory Board. The Public Hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular Board meeting on Tuesday, November 16, 2010, at 6:20 P.M. The title of the proposed Ordinance is:
AN ORDINANCE ESTABLISHING THE TAYLOR COUNTY RECREATION ADVISORY BOARD BY AMENDING CHAPTER 54, PARKS AND RECREATION OF THE TAYLOR COUNTY CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF, AND THE DEFINITION OF THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), PROVIDING FOR AN APPOINTMENT PROCESS, ESTABLISHING THAT MEMBERS MAY NOT BE LOCAL ELECTED OFFICIALS, PROVIDING PROVISIONS FOR THE ELECTION OF OFFICERS, ESTABLISHING GUIDANCE FOR MEETINGS, PROVIDING FOR THE ESTABLISHMENT OF BY-LAWS, ESTABLISHING A RECREATIONAL PHILOSOPHY, ESTABLISHING SCHEDULING PRIORITIES AND DUTIES.
The proposed Ordinance may be inspected by the public at the office of the Clerk of Circuit Court, 1st. Floor, Taylor County Courthouse, Perry, Taylor County, Florida.
The Public Hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the Public Hearing shall be announced during the Public Hearing, and that no further notice concerning the matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced Public Hearing.
All members of the public are welcome to attend. Notice is further given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this Public Hearing will need a record of the hearing 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.
Dated this 18th. day of, 2010, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.
10/20

PAID

(16)

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
ERNIE PAGE, IV

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

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

November 17, 2010

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Notice on Auxiliary Exhaust Brakes

Dear Annie Mae and Jack:

Please find enclosed a Notice to go in the paper for the Auxiliary Exhaust Brakes.

I think the simplest way to determine if we have a problem using the term "Jake Brakes" would be to call FDOT and see if they have the answer.

If you want me to do that, please let me know right away.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosure

RECEIVED
NOV 18 2010
By P Bomberton

ORDINANCE NO: 2010-_____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA AMENDING CHAPTER 74, TRAFFIC VEHICLES., SECTION 74-3., AUXILIARY EXHAUST BRAKES, PROVIDING A DEFINITION FOR "JAKE BRAKES", DEFINING THE AREA OF HWY 27 EAST THAT AUXILIARY EXHAUST BRAKES ARE PROHIBITED, PROHIBITING THE USE OF AUXILIARY EXHAUST BRAKES, IN AN AREA OF HIGHWAY 98 WEST IN TAYLOR COUNTY, FLORIDA, EXCEPT IN THE CASE OF AN EMERGENCY, PROVIDING FOR SIGNAGE, PROVIDING FOR PENALTIES, PROVIDING FOR INCLUSION INTO THE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, numerous citizens have complained about the use of auxiliary exhaust brakes on Highway 98 West in Taylor County, Florida and, and

WHEREAS, for the good of the community and citizens of Taylor County, Florida, the Board of County Commissioners feel that auxiliary exhaust brakes, commonly called "Jake Brakes" should not be used on Highway 98 West in Taylor County;

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, THAT:

SECTION 1. Chapter 74, Section 74-3 of the Code of Ordinances of Taylor County is hereby amended as follows:

Sec. 74-3. Auxiliary exhaust (Jake) brakes

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Auxiliary exhaust brakes means a compression release engine brake used by large diesel trucks.

Jake brakes a common name for auxiliary exhaust brakes.

(b) *Unlawful.* It is unlawful to use auxiliary exhaust (Jake) brakes on the following roads in the county except in an emergency situation.

(1) Highway 27 East – auxiliary exhaust (Jake) brakes are prohibited for east bound traffic at the City Limits of Perry and west bound traffic 500 feet, west of Foley Road (CR 30).

(2) Highway 98 West – auxiliary exhaust (Jake) brakes are prohibited for east bound traffic at the intersection of Shelton Edwards Road and Hwy 98 to the City Limits of Perry and for west bound traffic from the City Limits of Perry to Shelton Edwards Road

(3) Wright Road.

(c) *Signage.* The county road department is responsible for placing signage on county roads. The County Engineer will coordinate with FDOT for signage placement on all state roads. Signs will comply the Manual on Uniform Traffic Control Devices (MUTCD).

(d) *Penalty.* Anyone found using auxiliary exhaust (Jake) brakes on prohibited roads not in an emergency situation is guilty of a civil infraction and subject to a fine of up to $500.00.
(ord. No. 2000-3, ord. 2007-02)

SECTION 2. Inclusion in the Code of Ordinances

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Taylor County Code; and that the section of this Ordinance may be renumbered or re-lettered and word "ordinance" may be changed to "section," "article" or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 3. Severability.

The intent of the Board of County Commissioners is that if any subsection, clause, sentence, provision or phrase of this Ordinance is held to be invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 4. Effective Date.

This Ordinance shall take effect upon being enacted and duly filed in the office of the Secretary of State of the State of Florida.

PASSED AND ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____day of _____2010.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY:_____
LONNIE A. HOUCK, JR., CHAIR

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

Jrb.

NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance amending Chapter 74, Traffic Vehicles, Section 74-3, Auxiliary Exhaust Brakes, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2010, at _____p.m.. The title of the proposed ordinance is:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA AMENDING CHAPTER 74, TRAFFIC VEHICLES, SECTION 74-3., AUXILIARY EXHAUST BRAKES, PROVIDING A DEFINITION FOR "JAKE BRAKES", DEFINING THE AREA OF HWY 27 EAST THAT AUXILIARY EXHAUST BRAKES ARE PROHIBITED, PROHIBITING THE USE OF AUXILIARY EXHAUST BRAKES, IN AN AREA OF HIGHWAY 98 WEST IN TAYLOR COUNTY, FLORIDA, EXCEPT IN THE CASE OF AN EMERGENCY, PROVIDING FOR SINAGE, PROVIDING FOR PENALTIES, PROVIDING FOR INCLUSION INTO THE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this ____ day of _____, 2010, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

PERRY NEWS-HERALD/TACO TIMES
Published Weekly in the City of Perry
County of Taylor, State of Florida

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority personally appeared DONALD D. LINCOLN, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re:

Exhaust Brakes

was published in said newspaper in the issues of:

December 1, 2010

Affiant says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Donald D. Lincoln, Publisher

Sworn to and subscribed
before me this
1 day of Dec. 2010

Notary Public
County of Taylor
State of Florida
Personally Known
Personally Appeared
before me

DEBRA M. CARLTON
MY COMMISSION # DD 694950
EXPIRES: August 13, 2011
Bonded Thru Notary Public Underwriters

Original to Clerk

Notice (Pursuant to Florida Statute 125.66)
Notice is hereby given that the Board of county Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed ordinance amending Chapter 74, Traffic Vehicles, Section 74-3, Auxiliary Exhaust Brakes, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on Tuesday, December 14, 2010 at 6:35 p.m. The title of the proposed ordinance is :
An ordinance of Taylor County, Florida amending chapter 74, traffic vehicles, section 74-3, auxiliary exhaust brakes, providing a definition for "Jake Brakes", defining the area of HWY 27 east that auxiliary exhaust brakes are prohibited, prohibiting the use of auxiliary exhaust brakes, in an area of Highway 98 West in Taylor County, Florida, except in the case of an emergency, providing for sinage, providing for penalties, providing for inclusion into the code of ordinances, providing for severability, and an effective date.
The proposed ordinance may be inspected by the public at the Clerk of the Circuit court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.
All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105 that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.
Dated this 29th date of Nov. 2010, by Annie Mae Murphy, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor

(17)

TAYLOR
COUNTY
DEVELOPMENT
AUTHORITY

The Taylor County Development Authority (TCDA) requests that the Taylor County Board of County Commissioners (BOCC) appoint two members of the community, both to serve two-year terms, as directors on the TCDA Board of Directors.

The TCDA Board is comprised of seven members, two of which are mandated as the chairman of the BOCC or his/her appointee and the Mayor of the City of Perry. The City of Perry appoints one of the five at-large directors, while the county commission appoints the remaining four.

The City of Perry will appoint Jim Bassett for a two-year term, which will expire at the end of 2012. Clay Bethea and Sherra Anderson were appointed by the county commission and their terms will end at the end of 2010. Fred Morgan and Thomas Demps were appointed by the county commission and their terms will expire at the end of 2011. Both Clay Bethea and Sherra Anderson have agreed to serve another two years, if that is the pleasure of the Board.

As in the recent past, the TCDA advertised the openings in the local paper. We had one response to the ad. So all applications are attached: Rudolph Parker. Sherra Edwards Anderson, and Clay Bethea,

The TCDA thanks the BOCC for their attention to our Board of Directors.

Sincerely.

Rick Breer
Director of Economic Development

P.O. Box 449 ■ Perry, Florida 32348 ■ 850-584-5627 ■ Fax 850-223-0161 ■ tcda@gtcom.net

Clay Bethea is the Sustainability Business Manager for Buckeye Technologies Wood Division. He joined the Buckeye organization in 1995 where he has held managerial positions including Operations Manager for the biomass energy conversion facility, Purchasing Manager for all major chemicals and energy contracts, and his latest position, Sustainability Business Manager for developing renewable energy business. Before working with Buckeye, Clay worked for Betz servicing water treatment needs in biomass conversion facilities throughout South Georgia and North Florida. Clay began his professional career with Eastman Chemical Company as a Project Manager throughout the energy complex. Clay graduated from Auburn University with a B.S. in Mechanical Engineering and a M.S. studying the efficiency of large industrial cooling systems. While in college, Clay worked with the Boiler Efficiency Institute as an Energy Consultant. He also helped design and build a solar race car that competed in the GM Sunrayce from Orlando to Detroit.

Clay is a 7^{th} generation farmer in Taylor County, Florida and has served on boards throughout the community including the Development Authority Board and the County Commission.

Clay worked and lead the team to bring UF Pilot plant to Taylor County.

Clay lives on a farm with 4 kids and his wife Sandra who is also an Auburn Graduate in accounting.

Request for Consideration for Taylor County Development Authority Board of Directors

Name: Sherra Edwards Anderson

Address: 171 Shady Oaks Drive

Perry, Florida 32348

Phone: Home: (850) 584-8509 Work: (850)584-4333 Fax:

Email: sherraedwards05@yahoo.com Cell Phone 1-850-672-9223

Education: High School Graduate: 2005 (3.8 GPA)

Name of School: Taylor County High School

Post-Secondary Education: Attending North Florida Community College

Address: Madison Fl

Technical Training: Taylor Technical Institute Business Administration 2003

Certificates Held: 2003- 2004 Business Administration Most Likely to succeed Award

Taylor County Sheriff Department, Jail Administrative Assistant 2007- Current

College Courses or Graduate: 39 hours

Name : North Florida Community College

Address: Madison Fl

2009 Florida Forest Festival Little King & Queen Co- Chair

5th Generation Taylor County Resident. The daughter of Bobby & Lynda Edwards and Laura and Randy Rowell.

Married 3 years to Ben Anderson (no children)

I will serve on the board in a positive and objective manner, to make the decisions, which are in the best interest of the people of Taylor County.

I know and Love Taylor County and want to see it grow and development to the place where my future children can live, work and play with the freedoms I enjoy.

I do and will meet all the requirements set forth in the application requirements.

I would like to thank the Taylor County Commission and TCDA for considering me for this position,

Respectfully,

Sherra Edwards Anderson

Sherra Edwards Anderson

TAYLOR COUNTY DEVELOPMENT AUTHORITY

BOARD OF DIRECTORS APPLICATION

The applicant must be 18 years old or older.

Name: Rudolph Parker Phone: 584-9656

Address: 4400 Rudolph Parker Lane email: rparker@fairpoint.net

Applicant is:

Yes	No	
☑	☐	A resident of Taylor County
☑	☐	Willing to attend all board meetings
☑	☐	Willing to complete a two-year term
☑	☐	Willing to support TCDA's main goal of job creation
☑	☐	Willing to attend annual strategic planning sessions

Please explain your interest in serving on the TCDA board:

(1) Have always supported efforts to bring in more economic development.
(2) Believe that jobs growth and development must be continually sought and feel that I can ~~still~~ be a positive force, working in concert with others, to help bring in the kind of industry we need in order to have a progressive community.
(3) Big heart is into helping our community progress.

Experiences or qualifications:

Served on the TCDA board in the distant past, and more recently, as the representative of the County Commission.

Other:

Rudolph Parker
Signature

12/7/10
Date

(18)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Addendum to Interlocal Agreement between Dixie and Taylor Counties For Fire and Emergency Medical Services.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: **The present agreement has the two counties dividing monthly expenses that are not specifically determined in the agreement.**

Recommended Action: **To simplify the dividing of monthly expenditures, it was agreed to separate specific cost centers, allowing each county to pay their approximate equal share.**

Fiscal Impact: **None**

Budgeted Expense: Y/N **Yes**

Submitted By: **Jeff Manning, Public Safety Director**

Contact: **Jeff Manning, Public Safety Director**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **For the last 18 months, Dixie and Taylor Counties have been providing Fire and Advanced Life Support (Paramedic) services to the residents of Steinhatchee and Jena. Specific expenses are allocated to each county to make it fair and equitable. Routine supply costs have been divided between the counties. This has become labor intensive, and reimbursement has been a slow process. This addendum will simplify the process while maintaining an even balance. All cost will be reviewed bi-annually for fairness, and adjustments will be made at that time.**

Options: **Continue using the existing Interlocal Agreement.**

Attachments: **Addendum to Interlocal Agreement**

INTERLOCAL AGREEMENT

JENA – STEINHATCHEE ADVANCED LIFE SUPPORT PARTNERSHIP

BETWEEN DIXIE COUNTY AND TAYLOR COUNTY

THIS INTERLOCAL AGREEMENT, made and entered into this 30th day of June 2009, by and between the Board of County Commissioners, Dixie County, Florida, a political subdivision of the State of Florida, (hereinafter called Dixie County) and the Board of County Commissioners, Taylor County, Florida, a political subdivision of the State of Florida, (hereinafter called Taylor County).

PURPOSE

The purpose of this Inter-local agreement is to provide quality and cost effective fire rescue and emergency medical services to the residents of Dixie and Taylor County. The recognition and utilization of existing and future personnel skills, qualifications and resources is in the interest and benefit of both agencies and the public we serve.

WITNESSETH

WHEREAS, Dixie County and Taylor County seek to enhance emergency service through a continued partnership; and

WHEREAS, The Advanced Life Support (hereinafter "ALS") partnership provides for Taylor County Firefighter/Paramedic and or Fire-Fighter/Emergency Medical technician, (hereinafter "EMT"), to work and train on a Dixie County Advanced Life Support Non-Transport Unit providing firefighter/paramedic and or Basic Life Support EMT duties; and

WHEREAS, The ALS partnership provides for a Dixie County Paramedic/Firefighter and or a EMT/Firefighter to work and train on a Taylor County Fire-Rescue unit providing firefighting duties; and

WHEREAS, Dixie County and Taylor County have determined working cooperatively to assure appropriate response of sufficient emergency medical resources is in the best interest of the residents of both counties.

NOW THEREFORE, in consideration of the above premises, and mutual covenants, terms, and provisions contained herein, Dixie County and Taylor County agree as follows:

SECTION I: DEFINITIONS

1.0 **ALS** means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to the rules of the Dixie County Medical Director.

1.1 **BLS** means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, and other techniques which have been approved and are performed under conditions specified by rules of the Dixie County Medical Director.

1.2 **FTO** means a Field Training Officer; a certified paramedic recognized by the Medical Director as having sufficient skill and experience to train and direct medical providers in working under the approved medical protocols.

1.3 **QA/QI** means Quality Assurance/ Quality Improvement which is the Medical Director approved program which assesses and monitors the medical performance of Paramedics and Emergency Medical Technicians.

1.4 **PCR** means the Patient Care Record which chronicles the medical treatment of the patient.

1.5 **MOU** means a Memorandum of Understanding between agencies.

1.6 **Licensed** means a non-transporting ALS fire apparatus and rapid response vehicle operating under the ALS license issued to Dixie County Emergency Medical Service (hereinafter "EMS") for the purpose of enhancing 911 medical responses.

1.7 **NON LICENSED** means any response vehicle that is not required by State Statute to be licensed, but is authorized by the Medical Director.

SECTION II: DIXIE COUNTY'S RESPONSIBILITY

The following specific services, duties and responsibilities will be the obligation of Dixie County:

2.0 Dixie County will provide through the Dixie County EMS; medical direction, medical protocols, training and quality assurance for both Counties.

2.1 Dixie County will maintain at least (1) ALS non-transport fire apparatus staffed by Dixie County and Taylor County personnel under the respective Board of

Commissioners authority pursuant to the current Chapter 401, *Florida Statute* and Subtitle 64J-1 and 64J-2, Florida Administrative Code, to be located at the Jena Fire Station

2.2 Dixie County as a sole licensed provider of advanced life support under Chapter 401, Florida Statute and Subtitle 64J-1 and 64J-2, Florida Administrative Code, will license (1) Dixie County fire apparatus as a non-transporting ALS vehicle under the Dixie County EMS license for the purpose of enhancing 911 medical responses.

2.3 Dixie County will provide the initial ALS equipment and medical supplies for the ALS non-transport fire apparatus located at the Jena Fire Station, which shall be staffed by Dixie and Taylor County 24 hours a day 365 days a year.

2.4 Dixie County will provide a total of three personnel to the Jena Fire Station for the purpose of this agreement (2) Paramedic/Firefighter and (1) EMT/Firefighter

2.5 Dixie County will provide the apparatus and initial equipment, appropriate insurance, the building and power for the building. Fuel will be split between the Counties with alternating months being charged to each department respectively.

2.6 Incident command, incident safety, fire rescue standard operating guidelines and training shall be the authority of the jurisdiction in which the call takes place for non EMS related calls.

2.7 Dispatch duties will be handled by the County receiving the initial request, with the understanding that each dispatch center will notify the other so that adequate communications exist between both agencies.

SECTION III: TAYLOR COUNTY'S RESPONSIBILITY

The following specific services, duties, and responsibilities will be the obligation of Taylor County:

3.0 Taylor County will comply with medical protocol, and will participate in medical training and quality assurance programs in accord with Dixie County EMS.

3.1 Taylor County will provide a total of three personnel to the Jena Fire Station for the purpose of this agreement (1) Paramedic/Firefighter and (2) EMT/Firefighter

3.2 Taylor County will provide phone service, internet access and television service for the Jena Fire Station.

3.3 Incident command, incident safety, fire rescue standard operating guidelines and training shall be the authority of the jurisdiction in which the call takes place for non EMS related calls.

3.4 Dispatch duties will be handled by the County receiving the initial request, with the understanding that each dispatch center will notify the other so that adequate communications exist between both agencies.

3.5 Taylor County may provide (1) Training Coordinator, approved by the medical Director, to function as a Field Training Officer (FTO) for paramedic and EMT training.

3.6 Taylor County will designate a representative to Dixie County, as approved by the Dixie County medical director to participate as a member on the ALS Non-Transport Quality Assurance Committee.

SECTION IV: MUTUAL CONVENANTS

4.0 Dixie County in coordination with Taylor County will be responsible for verifying that the Taylor County Paramedic/Firefighter and or EMT/Firefighter meet all requirements for State licensure and recertification as Florida Certified Paramedics and or EMT's. Each individual County will be responsible for verifying that their County Paramedic/Firefighters and or EMT/Firefighters meet all requirements for licensure and recertification as required by law (e.g., Florida Statutes, Florida Administrative Code, and the rules and regulations of the Division of State Fire Marshall's Bureau of Fire Standards and Training.)

4.1 Dixie and Taylor County will provide each other's department employees similar training programs as would be provided for a Dixie or Taylor County employed Paramedic/Firefighter or EMT/Firefighter.

4.2 Necessary qualifications for Dixie and Taylor County Paramedic/Firefighters and or EMT/Firefighters will be cooperatively developed and defined for the scope of practice for the ALS Non-Transport apparatus.

4.3 Dixie and Taylor County will work cooperatively to identify and request appropriate grants in order to improve the operations and service capabilities of both departments.

4.4 The operational decision to change the location of the ALS Non-Transport apparatus assignment may be changed by mutual written consent of Dixie County and Taylor County.

SECTION V: OPERATING PROCEDURES

5.0 Taylor County Paramedic/Firefighters and or EMT/Firefighters will meet the same requirements and perform at the appropriate medical protocol as defined by the Dixie County EMS Medical Director, standard operating procedures, quality assurance program, general orders and chain of command as employees of Dixie County EMS Department follows.

5.1 Taylor County Paramedic/Firefighters shall be certified to perform as ALS Engine Paramedics under current medical protocol. The Dixie County EMS Medical Director shall regularly evaluate the skills of the Taylor County Paramedics for consideration of expanding the medical protocol under which they perform.

5.2 The Dixie County Paramedic/firefighters and or EMT/Firefighters will meet the same requirements and perform under the same Fire specialized response protocols, standard operating procedures and chain of command as employees of Taylor County follows.

5.3 Licensed and non-licensed ALS vehicles, programs, personnel or details may be developed and implemented by joint agreement and in cooperation between Dixie and Taylor County. Such resources may not conflict with the standards set forth in this agreement.

5.4 Taylor County and Dixie County will recognize and abide by the respective ranks and abilities of assigned personnel.

5.5 All discipline and investigations leading to discipline will be handled by the respective employing agency.

5.6 Taylor County and Dixie County will utilize Command Staff and assets for logistical, support, and operational needs for national, state and local emergencies.

5.7 The State of Florida recognized Incident Management System (IMS) is the standard for emergency operations.

5.8 Taylor County shall assume command and control of all non EMS related incidents where Taylor County is the authority having jurisdiction. Dixie County shall assume command and control of all incidents where Dixie County is the authority having jurisdiction.

5.9 Taylor County and Dixie County will jointly develop medical recordkeeping procedures and share statistical data.

SECTION VI: RESOLUTION OF CONFLICTS

6.0 If the two governing entities standard operating procedures, chain of command or any other unforeseen circumstances come into conflict, issues will immediately be decided in the following manner;

1. First and foremost by the medical needs of the patient and responder safety
2. Dixie County will have jurisdiction of medical issues concerning appropriate patient care.
3. Dixie and Taylor County will have joint jurisdiction of fire/rescue issues concerning operations and safety.
4. Conflicts involving patient care issues will be resolved through a QA/QI process.
5. Should conflicts arise that are irresolvable, the chain of command within each department will come together in an attempt to resolve those issues at the equivalent levels of each department and in unison move up the chain of command as necessary.

SECTION VII: AGREEMENT TERM

7.0 The Inter-local Agreement shall remain in full force and effect from the date first above written and shall terminate after written notice of termination.

7.1 This Inter-local Agreement shall be reviewed and renegotiated as necessary after (3) years. Absent termination or amendment to this Inter-local Agreement, the term of this Inter-local Agreement will automatically renew in (3) year periods. Nothing within this Agreement shall preclude review and amendment of any provision within the (3) year period or successive renewal periods when such an amendment is mutually agreed to in writing by both parties.

7.2 Either Taylor County or Dixie County may terminate this Inter-local Agreement after providing written notice of its to intent terminate at least (90) days in advance of the date of termination.

7.3 In the event that Dixie County's Medical Director determines that Taylor County's failure to fulfill any of the obligations under this agreement adversely affects or may affect the medical needs of the patient and/or responder safety, Dixie County EMS may provide written notice to Taylor County of its intent to

recommend that the Dixie County BCC terminate this agreement. Nothing in this Agreement shall limit the authority of the Medical Director as set forth in the Florida Statutes and the Florida Administrative Code.

7.4 The terminating party must also provide the non-terminating party's representatives with an opportunity to consult with the terminating party's representatives regarding the reason(s) for termination during the notice periods provided in Section VII of this Agreement.

SECTION VIII: INSURANCE

8.0 Taylor County and Dixie County shall maintain insurance in the minimum amounts and types required by Florida State Statutes.

8.1 Taylor County and Dixie County agree that either party may be self-insured on the condition that all self-insurance must comply with all State Laws and regulations and must meet with the approval of the other party to this Inter-local Agreement.

8.2 To the extent permitted by law and as limited by and pursuant to the provisions of *Florida Statutes,* Section 768.28 Taylor and Dixie County agree to hold harmless the other, their employees and agents against any and all claims and/or damages by or on behalf of any person, employee or legal entity arising from their respective negligent acts pursuant to this Inter-local Agreement that allows employees of the other to occupy and ride in each other's vehicles. Nothing is intended to alter either party's immunity in tort or otherwise impose liability on Taylor or Dixie County when it would not otherwise be responsible.

SECTION IX: MICELLANEOUS

9.0 This Inter-local Agreement shall be governed by and construed under the laws of the State of Florida. In the event any litigation is instituted by way of construction or enforcement of this Inter-local Agreement, the party prevailing in said litigation shall be entitled to collect and recover from the non-prevailing party all court cost and other expenses, including reasonable Attorney's fees.

9.1 It is understood that this Inter-local Agreement must be executed by both parties prior to Taylor County and Dixie County commencing with the work, services, duties and responsibilities described heretofore.

9.2 Prior to its effectiveness, This Inter-local Agreement and any subsequent amendments to this Agreement shall be filed with the Clerk of Courts for both

Counties pursuant to FS 163.01. Each County shall file this Inter-local Agreement as soon as practical after approval and execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Inter-local Agreement to be executed by their appropriate officials, as of the date first above written.

ATTEST:

Dana Cannon, Clerk

By: Dana D. Johnson

Board of County Commissioners of

Dixie County, Florida

by: Marvin Hunt

Marvin Hunt, Chairman

ATTEST

Annie Mae Murphy, Clerk

By: Annie Mae Murphy

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY SEAL FLORIDA

Board of County Commissioners of

Taylor County, Florida

by: Rudolph Parker

Rudolph Parker, Chairman

A TRUE COPY
ATTEST: Annie Mae Murphy
Clerk Circuit Court
Taylor County, Florida
By _____
Deputy Clerk

ADDENDUM TO INTERLOCAL AGREEMENT

This Addendum to Interlocal Agreement entered into this _____ day of _____, 2010, by and between The Board of County Commissioners , Dixie County, Florida, a political subdivision of the State of Florida, (hereinafter called Dixie County) and the Board of County Commissioners of Taylor County, Florida, a political subdivision of the State of Florida ,(hereinafter called Taylor County).

1. This Addendum is to be attached to and made part of the current Interlocal Agreement between Taylor County and Dixie County.
2. The purpose of this addendum is to revise Section II and Section III of the current Interlocal Agreement as follows:

   Section II: Dixie County's Responsibility

   2.5: Dixie County will provide the apparatus and initial equipment, appropriate insurance, the building and power for the building.

   Section III: Taylor County's Responsibility

   3.2: Taylor County will pay fuel costs, television service, internet access, telephone costs and general operating supplies for the Jena Fire Station.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two original counterparts this _____ day of _____ 2010.

BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA

BY: _____
LONNIE HOUCK, CHAIRMAN

ATTEST:
ANNIE MAE MURPHY, CLERK

BY:_____

BOARD OF COUNTY
COMMISSIONERS OF
DIXIE COUNTY, FLORIDA

BY: _____
, CHAIRMAN

ATTEST:
DANA CANNON, CLERK

BY:_____

The Bishop Law Firm, P.A.
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November 29, 2010

VIA E-MAIL AND REGULAR MAIL

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

Re: EMS Interlocal with Dixie County, Florida

Dear Lawanda:

Pursuant to your e-mail of November 23, 2010, I have reviewed the Interlocal Agreement and the Addendum.

I have no problem with the Addendum as long as the Board knows what it has to pay and that it needs to be reviewed twice a year to determine if any cost imbalance is occurring.

If you have any questions, please feel free to give me a call.

Thank you and Happy Holidays.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy

(19)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Resolution to Adopt Local Mitigation Strategy Plan
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Board to consider approval of draft resolution stating the adoption of the Taylor County Local Mitigation Strategy Plan.

Recommended Action: Adopt the Local Mitigation Strategy Plan

Fiscal Impact: The County will be ineligible for Pre- and Post-Disaster mitigation grant funds from FEMA without an adopted Local Mitigation Strategy Plan.

Budgeted Expense: N/A

Submitted By: Jeff Manning, Public Safety Director

Contact: 850-838-3575

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As a requirement to be FEMA compliant it is necessary for Taylor County to adopt a resolution to its Local Mitigation Strategy to include the county's unincorporated areas. If the plan is not adopted then the County will be ineligible for Pre- and Post-Disaster mitigation grant funds from FEMA. In order to grant formal approval of the plan, FEMA will need a resolution adopting the Local Mitigation Strategy Plan. This plan is an update of the Local Mitigation Strategy Plan the board adopted in 2005.

Options: Not to approve

Attachments: 1. Draft Resolution for Taylor County and its Unincorporated Areas
2. Local Mitigation Strategy Plan for Taylor County

RESOLUTION NO. _____

A RESOLUTION OF TAYLOR COUNTY, FLORIDA AND ITS UNINCORPORATED AREAS, ADOPTING THE REVISED UNIFIED TAYLOR COUNTY LOCAL MITIGATION STRATEGY PLAN.

WHEREAS, Taylor County and the City of Perry worked together to develop a multi-jurisdictional strategy known as the Unified Local Mitigation Strategy Plan to create a more disaster resistant community; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 (DMA2000) and the Federal Emergency Management Agency (FEMA require communities to adopt a hazard mitigation plan in order to be eligible to receive pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the County and the City of Perry have participated in the Unified Local Mitigation Strategy Plan by the formation of the required Local Mitigation Strategy Working Group comprised of members from each community in Taylor County; and

WHEREAS, the LMS committee recommends the formal adoption of the Taylor County Local Mitigation Strategy Plan by resolution.

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

Section 1. Taylor County, its Incorporated and Unincorporated areas approve and adopt the Unified Local Mitigation Strategy Plan in its entirety with projects as adopted by the LMS Committee and agrees to be governed by the LMS plan attached hereto and incorporated as "Exhibit A" (set forth on CD ROM and titled as Taylor County LMS).

Section 2. Taylor County, its Incorporated and Unincorporated areas authorizes the appropriate County official(s) to pursue available funding opportunities for implementation of proposals designated therein and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies.

Section 3. Taylor County, its Incorporated and Unincorporated areas will continue to cooperate and participate in the LMS Planning process, hold regular meetings, including reporting of progress as required by FEMA, the Florida Department of Community Affairs and the LMS Committee.

Board of County Commissioner _____ made a motion to adopt Resolution No. _____. The motion was seconded by Commissioner _____ and upon roll call voted in favor of adopting the resolution.

The Resolution duly passed and was adopted this _____ day of _____, 2010.

_____ _____

Attest: Annie Mae Murphy, Clerk of Courts Lonnie A. Houck, Jr, Chairman BCC



Taylor County







Local Mitigation Strategy - 2010


Taylor County
Board of County Commissioners
taylorcountygov.com

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Acknowledgements

The 2010 update of the Taylor County Local Mitigation Strategy (LMS) was developed under the authority and support of the Taylor County Board of County Commissioners, and the City Council of Perry.

The Taylor County LMS update was developed in conjunction with the Taylor County Local Mitigation Strategy Working Group and other interested parties. The 2010 LMS was prepared by the Taylor County Department of Emergency Management under contract support to Disaster Strategies and Ideas Group (DSI), LLC, 1953 Thomasville Road, Tallahassee, Florida 32309. (www.dsideas.com)

The Taylor County LMS is available for public review at the Office of the Taylor County Department of Emergency Management, located at 591 East U.S. Highway 27, Perry, Florida, 32347, and once approved by FEMA, online at http://www.taylorcountygov.com/pdf/em/Local%20Mitigation%20Strategy.pdf.

Executive Summary

Taylor County is certainly accustomed to experiencing numerous natural and man made disasters. Given its location and the fact it shares its entire southern border with the Gulf of Mexico, the County has experienced many tropical storms and other related weather events. This "Big Bend" area of Florida, of which Taylor County is a part of, is predicted to experience some of the highest storm surges found anywhere in the nation, and to some degree, the entire world, next only to the surges experienced by Bangladesh in the Indian Ocean. With its shallow offshore bathometry, and the County's low-lying coastal topography, it is extremely vulnerable to all types of tropical events, and even non-tropical events, such as the Winter Storm of 1993, which caused the deaths of several coastal inhabitants based on the rapid rise of the Gulf of Mexico.

Taylor County also is heavily forested. Its motto of being "The Forest Capitol of Florida" means it is also susceptible to forest fires, especially in the wildland/urban interface areas. The timber industry is one of the industrial lifelines in Taylor County, and employs many of its residents. Living with the threat of forest fire and its associated impacts requires constant surveillance.

In addition, Taylor County has several areas where its underlying Karsts topography makes sinkholes a reality, and a threat. Several have opened up in the past, causing damage and displacing residents, transportation routes, and businesses.

Much of Taylor County is categorized as wetlands (24%). The western boundary of Taylor County is the Aucilla River, which frequently floods, sometimes because of localized rainfall, and many times because of excessive rainfall anywhere along its path in other neighboring counties. Equally, the Steinhatchee, Econfina, and Fenholloway Rivers will on occasion flood, causing damage to homes and infrastructure.

Based on the constant threat of these hazards, and many more, their risk, and the extensive vulnerability of the county's infrastructure, businesses, and homes, the Taylor County Board of County Commissioners and the City Commission of Perry sanctioned the development of the Taylor County (TC) Local Mitigation Strategy (LMS), and its various updates. The purpose of the LMS is to identify the hazards Taylor County is susceptible to, and develop strategies to reduce the risk to people and property from these risks. This is also important as more parts of Taylor County are being developed, with a goal of making them hazard resilient.

The 2010 Update of the Taylor County LMS is designed to provide an update of the progress made in implementing the goals, objectives, and projects developed by the LMS Working Group. The identification, reduction and management of risks from disasters are becoming increasingly important. If effective action is not taken, human and economic costs of disasters to communities in Taylor County could increase. Local governments, its citizens, businesses, industry, educational institutions, and community organizations must strive together to meet mitigation objectives. This LMS is a compilation of the efforts of these stakeholders' to identify

their mitigation goals and objectives, and develop mitigation initiatives based on their vulnerability to the hazards of Taylor County. Implementation of the hazard mitigation objectives will be accomplished through personal awareness and responsibility, coupled with governmental regulation and enforcement, as well as public awareness and support. Taken as a whole, these efforts will help make Taylor County a safer, more disaster resilient community.

I. Introduction

A. Purpose

The Taylor County LMS Working Group has been active in helping make the population, neighborhoods, businesses and institutions of the community more resistant to the impacts of future disasters. The LMS Working Group is undertaking a comprehensive, detailed evaluation of the vulnerabilities of the community to all types of future natural, technological and societal hazards in order to identify ways to make the county more resistant to their impacts.

The Taylor County LMS is intended by the Working Group to serve many purposes. These include the following:

1. **Promote Compliance with State and Federal Program Requirements**

   Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, enacted under Section 104 of the Disaster Mitigation Act of 2000, requires new and revitalized planning requirements for local mitigation plans. In addition, there are a number of state and federal grant programs, policies, and regulations that encourage or even mandate local governments to develop and maintain a comprehensive hazard mitigation plan. This plan is specifically intended to assist the participating local governments comply with these requirements, and to enable them to more fully and quickly respond to state and federal funding opportunities for mitigation-related projects. Because the plan will define, justify and prioritize mitigation initiatives that have been formulated through a technically valid hazard analysis and vulnerability assessment process, the participating organizations will be better prepared to more quickly and easily develop the necessary grant application materials for seeking state and federal funding.

2. **Enhance Public Awareness and Understanding**

   The LMS Working Group is interested in finding ways to make the community as a whole more aware of the natural and technological hazards that threaten the public health and safety, the economic vitality of businesses, and the operational capability of important institutions. The Taylor County LMS will identify the hazards threatening Taylor County and provide an assessment of the relative level of risk they pose. It will also detail the specific vulnerabilities of the City of Perry and many of the facilities that are important to the community's daily life. The LMS will also include a number of proposals of ways to avoid or minimize those vulnerabilities. This information will be very helpful to individuals that wish to understand how the community could become safer from the impacts of future disasters.

3. **Provide a Methodical, Substantive Approach to Mitigation Planning**

   The approach utilized by the Taylor County LMS Working Group relies on a step-wise application of soundly based planning concepts in a methodical process to identify

vulnerabilities to future disasters and to propose the mitigation initiatives necessary to avoid or minimize those vulnerabilities. Each step in the planning process builds upon the previous step, so that there is a high level of assurance that the mitigation initiatives proposed by the participants have a valid basis for both their justification and priority for implementation.

4. **Provide a Flexible Approach to the Planning Process**

   The planning process is very flexible in meeting the analysis and documentation needs. The planning effort used provides for the creation of this document, as well as the preparation of numerous other reports regarding the technical analyses undertaken. In this way, the plan assists the Working Group with utilizing a full range of information in the technical analysis and the formulation of proposed mitigation initiatives for incorporation into this plan.

5. **Create a Decision Tool for Management**

   The Taylor County LMS will provide information needed by the managers and leaders of government, business and industry, community associations and other key institutions and organizations to take actions to address vulnerabilities to future disasters. It will also provide proposals for specific projects and programs that are needed to eliminate or minimize those vulnerabilities. This approach is intended to provide a decision tool for the management of participating organizations and agencies regarding why the proposed mitigation initiatives should be implemented, which should be implemented first, and the economic and public welfare benefits of doing so.

6. **Enhance Policies for Hazard Mitigation Capability**

   A component of the hazard mitigation planning process is the analysis of the existing policy, program and regulatory basis for control of growth and development. This process involves cataloging the current mitigation-related policies of Taylor County so that they can be compared with and against the hazards that threaten the unincorporated areas or the City of Perry and the relative risks they pose to these communities. When the risks posed to the community by a specific hazard are not adequately addressed in the community's policy or regulatory framework, the impacts of future disasters can be even more severe. The planning process utilized by the Working Group supports detailed comparison of the community's policy controls to the level of risk posed by specific hazards.

7. **Assure Inter-Jurisdictional Coordination of Mitigation-Related Programming**

   A key purpose of the planning process is to ensure that proposals for mitigation initiatives are reviewed and coordinated among the participating jurisdictions within the County. In this way, there is a high level of confidence that mitigation initiatives proposed by one jurisdiction or participating organization, when implemented, will be compatible with the interests of adjacent jurisdictions and unlikely to duplicate or interfere with mitigation initiatives proposed by others. The operating procedures of the Working Group mandate that all proposed mitigation initiatives, regardless of their origin, will be coordinated

among all of the participants in the planning prior to their approval for incorporation into the plan.

B. Scope

The Taylor County LMS is designed to identify current projects that, if implemented and funded, could reduce the County's and City of Perry's vulnerability and risk to known natural and man-made disasters. It incorporates pertinent portions of the Taylor County/City of Perry Comprehensive Plan (growth management plan). The Taylor County Comprehensive Land Development Plan (COMP) identifies the current and future land use plans for the County, and is a powerful mitigation tool. The LMS provides guidance to the continual update of the COMP Plan, thus providing a mechanism to mitigate inappropriate development in vulnerable areas. In addition, the LMS is an integral part of the Taylor County Comprehensive Emergency Management Plan (CEMP). Mitigation is one of the key phases of emergency management, and the CEMP relies heavily on the contents of the LMS to help identify what the operational needs of the County may be based on through the identification of areas susceptible to hazards. These areas include places where residents live, critical Infrastructure/key assets (CIKR) are located, and where the basic public infrastructure is located that may be vulnerable to any known hazard.

II. Mitigation Planning Process

A. Coordinated Planning Process

At the core of the mitigation planning process is coordination and partnership among the governmental units involved in the planning effort. In addition, the planning process relies on the close involvement of public and private sector organizations, such as environmental organizations, homeowners associations, the insurance industry and relief organizations. The creation of the organizational structure was the first step in the development of the Taylor County LMS. The second step was to ensure the citizens of Taylor County were informed and educated about the LMS. The results were the establishment of an effective and productive LMS.

The original Taylor County Local Mitigation Strategy was developed and adopted by the Taylor County Board of County Commissioners and the City of Perry in October, 1999. Subsequent to that, it was revised and re-adopted again in February, 2005 to meet the requirement of the Disaster Mitigation Act of 2000 (DMA2000). The LMS is posted on the Taylor County website for public review at http://www.taylorcountygov.com/pdf/em/Local Mitigation Strategy.pdf

In 2009, the Taylor County LMS update was initiated, and completed in March, 2010. The LMS Working Group provided updated information for the Update, and reviewed all draft sections as the Update was being prepared. The LMS Working Group met seven times

between 2005 and January, 2010 to refine the projects and overall mitigation strategy for Taylor County and the City of Perry. Public participation was encouraged by way of Taylor County Emergency Management website. The Taylor County Emergency Management Coordinator and the Public Safety Director led the overall planning effort to update the 2010 LMS. The City of Perry was a full participant in the LMS Update process.

This plan has been completed and was formally adopted by the governing bodies of Taylor County on _____, and the City of Perry on _____, 2010. A copy of the executed resolution is included in the submission to FEMA for review and approval.

B. Public Involvement

Taylor County understands the importance of including the public in this hazard mitigation planning process. Multiple opportunities have been and will be given to allow the public to comment on the drafts of the written plan.

From April, 2005 through January, 2010, the LMS Working Group met seven times to discuss the progress of the identified mitigation projects, and the development of the plan update. This series of meetings included members of the Taylor County LMS Working Group and representatives from the City of Perry, Taylor County Chamber of Commerce, the American Red Cross, the Florida Division of Forestry, Florida Division of Emergency Management, and neighboring county emergency management officials, and others. The meetings were noticed by way of a press release to encourage general public participation. On several occasions, members of the general public attended meetings.

The Coordinator of Taylor County Emergency Management (LMS Working Group Chair), the LMS Working Group, and the City of Perry worked together to update and refine the list of projects in the 2010 LMS. The standard county procedure for public comment on the procurement of services was followed. Several meetings had members of the business industry attend for the first time. In addition, several private citizens (retired County/City employees, others) also attended these meetings. The public was made aware of the draft LMS and given the opportunity to provide comments prior to finalization. This was done via the public announcement made for the June 16, 2010 LMS Meeting. In that announcement, the public was made aware that the draft Taylor LMS was posted on the Taylor County government website, and that the purpose of June 16, 2010 LMS meeting was to solicit public comments for the draft LMS (Appendix 3). No comments were received from the general public on the draft version of the 2010 LMS Update. The final plan will be placed on the website for the public to review at any time.

C. Other Interested Parties Participation

All LMS meetings were noticed to the general public, special districts and authorities (e.g. Big Bend Water Authority), other utilities, Non-Government Organizations (e.g. American Red Cross), constitutional officers (e.g. Sheriff, School Board, others), and appropriate state agencies (e.g. Division of Forestry, Division of Emergency Management). Between April 2005

and February, 2010, these agencies were invited to send representatives to the seven LMS Working Group meetings held during this timeframe. A list of attendees and agendas of each meeting held between 2005 and 2010 is provided in Appendix 2.

Some of the key participants in the LMS development and implementation include:

1. **City of Perry**
   The City of Perry has been identified as the only incorporated city in the county and has been a consistent member of the LMS Working Group. The City Manager was instrumental in the execution of the Inter-Local Agreement between Taylor County and the City of Perry pertaining to participating in the Taylor County LMS. This agreement outlined the partnership between the two entities with respect to mitigation planning including the various terms, conditions, and responsibilities. Several of the ongoing LMS projects are located in the City of Perry, one of which was completed in 2009.

2. **Taylor County School Board**
   The TC School Board is a member of the LMS Working Group, and has participated in the LMS planning process. Mitigation funds have been identified and secured for shuttering of school facilities. The School Board is also active in the supplying shelter spaces and transportation during emergencies in Taylor County. The School Board has formally adopted the LMS, and will continue to participate on the LMS Working Group.

3. **Big Bend Water Authority (BBWA)**
   The Big Bend Water Authority is a public body authorized by Section 373.1962, Florida Statutes. It was created by InterLocal Agreement pursuant to Section 163.01, Florida Statutes. The counties of Dixie and Taylor are the parties to that agreement. The Authority has participated in the LMS planning process, and has attended LMS Working Group meetings to discuss issues pertinent to the area of coverage provided by the BBWA (Steinhatchee).

4. **Florida Division of Forestry**
   During the initial planning efforts in 1998, the Florida Division of Forestry served on the LMS Working Group. Since that time, a Forestry representative continues to act in this liaison position between the State and this local organization. The Division is very involved statewide in mitigation efforts to prevent forest fires and to protect the state parks and timber areas, and their experience and expertise have assisted in the profiling of fire hazards and the effective mitigation measures. The current DOF mitigation officer responsible for Taylor County serves on the LMS Working Group. Between 2005 – 2010, the DOF sponsored several Firewise Community outreach events, including one in Steinhatchee, and one at the Forest Festival in the City of Perry. They continue to supply information pertinent to Taylor County fire mitigation efforts including:
   - Fire Risk Assessment System (FRAS) at http://www.fl-dof.com/wildfire/index.html
   - Historical Fire Data
   - GIS data files for fire mapping and analysis
   - Personal knowledge and fire profiling and fire mitigation

5. **Florida Division of Emergency Management**
   The FDEM has provided continual support to Taylor County LMS Working Group efforts. Annually, the Working Group submits a report to FDEM highlighting the progress made to date on the LMS Plan projects. FDEM has attended and participated in the LMS planning process. Recently, FDEM provided critical information pertinent to the update of the 2010 LMS Plan, as it pertained to significant changes made in the Robert T. Stafford Act. FDEM is willing to offer assistance to Taylor County upon request.

6. **Neighboring County Emergency Management**
   Four counties have contiguous borders with Taylor County. All were invited to the LMS Working Group meetings. These included invitation to the directors of:
   - Dixie County Emergency Management
   - Jefferson County Emergency Management
   - Madison County Emergency Management
   - Lafayette County Emergency Management

   Historically, these counties share similar hazard vulnerabilities, and have similar risks to Taylor County. The County has provided assistance to these neighbors in prior events, and maintains a working relationship with each.

D. 2010 LMS Working Group Membership

Since its original meetings, the LMS Working group agencies have changed very little, but some of the active representatives have. The 2010 LMS Working Group is currently comprised of:

Taylor County LMS Working Group

Jeff Manning, Chair	Taylor County Public Safety Director
Buddy Humphries	Taylor County Administrator
LaWanda Pemberton	Deputy County Administrator
Brianne Hoover	Taylor County Animal Control
Danny Griner	Taylor County Building and Planning Department
Annette Wright	Taylor County Building and Planning Department
Dustin Hinkle	Taylor County Emergency Management
Kenneth Dudley	Taylor County Engineer
Andy McLeod	Taylor County Public Works
Martin Audie Towles	Taylor County Sheriff's Office
Dan Anderson	Taylor County School Board
Barney Johnson	City of Perry
Bob Brown	City Manager, Perry
Steve Hollowell	Big Bend Water Authority
John Fish	Florida Division of Forestry
Roy Woods	Private Citizen
Bill Byrnes	Private Citizen

E. LMS Working Group Meetings

The Taylor County LMS Working Group has consistently met since its inception in 2005. Between April, 2005 and February, 2010, the LMS Working Group met seven times to keep the LMS Plan up to date, and keep track of the projects identified in the April 2005 LMS Plan. The purpose and general agency representation of all the LMS meetings is provided below. The minutes and list of attendees of these meetings is maintained by the Taylor County Emergency Management Department. The meeting announcements, agendas, and a list of attendees are provided in Appendix 3, beginning with May 2005 – January 2010.

- **February 1, 2005**
  The Taylor County Emergency Management Director was contacted by DSI, LLC to schedule the first planning team meeting and to restart the public process. This resulted in the established Taylor County LMS Working Group and the identification of specific public figures and organizations to be notified about the resumption of this planning process.

- **February 8, 2005 – First meeting of the LMS Working Group**
  Our first planning team meeting was convened at the Taylor County Administrative Building on February 8th with attendance from Taylor County Public Works, Engineering, Building Department, Animal Control, Sheriff's Office, Emergency Management, the County Manager and the City of Perry. Representatives from the Florida Division of Forestry were also in attendance. These became the core LMS Working Group members. After this first meeting, three additional representatives joined, including the Manager of the City of Perry, and the Taylor County Planning Department.

  At this meeting, the need for opportunities for the public to comment on the LMS draft at public meetings and the requirement for additional planning team meetings was discussed. A meeting was scheduled to allow the public the opportunity to comment on the LMS draft plan with regards to hazard identification and profiling, assessments of vulnerabilities, and mitigation strategies.

- **March 8, 2005 – LMS Working Group Meeting**
  The LMS Working Group met again on March 8, 2005 just before the first scheduled meeting for public comment. The LMS Working Group members attending included representatives from the Florida Division of Emergency Management, Taylor County Emergency Management, Building Department, Planning, Engineering, and the City of Perry. The purpose of the meeting was to discuss the LMS planning process, future responsibilities of the Working Group, adoption of the LMS by the governing bodies, and interagency cooperation with neighboring jurisdictions and organizations

  Also discussed was the City of Perry's participation for multi-jurisdictional planning; the Risk Assessment and Vulnerability Analysis, which included the ranking of hazards based on the hazard profile and probability, review and update of historical event information;

analysis of vulnerabilities; development of the mitigation strategies and goals; and specific mitigation actions to be taken.

The highlight of this meeting was the ranking and prioritization of the natural hazards being addressed in the plan. Each hazard was discussed in terms of probability and magnitude and all the attendees voted on the levels for these two criteria. The results of this survey are shown in the hazard profiling section of this plan.

- **March 8, 2005 – Public Meeting for Comment on Draft LMS**
  This meeting was advertised in the local newspaper twice and an announcement was sent to all county offices and to all established lists of interested citizens. No members of the public attended this meeting to comment on the current draft of the plan. After waiting 30 minutes for citizens to arrive, the LMS Working Group officially closed this meeting.

- **April 5, 2005 – LMS Working Group Meeting**
  This meeting was for the review of the draft plan. It was advertised in the local newspaper twice and an announcement was sent to all county offices and to all established lists of interested citizens. No members of the public attended this meeting to comment on the current draft of the plan. The LMS working group decided that in the future all LMS Working Group meetings will be open to public attendance, so the public will be able to continually participate in this planning process.

- **April 19, 2005 – Adoption of the LMS by Taylor County and the City of Perry**
  The Taylor County Board and the City of Perry both separately adopted this plan.

- **May 24, 2006 - LMS Working Group Meeting**
  This meeting was held to revisit and reprioritize projects identified in the LMS based on the availability of HMGP funds. The public was invited to attend the meeting. The LMS Working Group maintained the current priorities established in the LMS.

- **September 11, 2006 – LMS Project Update**
  The LMS Chair, Brianne Hoover, provided an update to all LMS Working Group members, the Florida Division of Emergency Management, and other interested parties. The progress made on each of the 11 LMS prioritized projects was described, and next steps provided.

- **May 19, 2007 – LMS Working Group Meeting**
  The purpose of this meeting was to determine how to best utilize the availability of Hazard Mitigation Grant Program (HMGP) funds made available to Taylor County. The meeting was noticed to the general public. Those in attendance included representatives from Taylor County Engineering Department, Building Department, Animal Control, Sheriff's Office, Administrators Office, Emergency Management, City of Perry Planning Department, and the Florida Division of Forestry.

- **October 22, 2007 – LMS Working Group Meeting**
  The meeting was held in the Taylor County Board of County Commissioners Chambers. A new LMS Chairman was elected (Jeff Manning, Taylor County Public Safety Director), and the Taylor County Emergency Management Coordinator was elected as LMS Secretary. The annual LMS update report to FDEM was discussed. The LMS Working Group discussed the need for a new emergency operations center to be built, and voted to fully support its proposal to the Board of County Commissioners. Also discussed were the placement of warning sirens, and the distribution of weather radios to schools and nursing homes.

- **October 25, 2007 - LMS Project Update**
  Mr. Jeff Manning, Public Safety Director, and Chair of the LMS Working Group supplied the Florida Division of Emergency Management an update of the progress made to date on the LMS projects. This included the 11 ongoing projects distributed between the unincorporated sections of Taylor County, and the City of Perry. Significant progress was made on the weather alert siren system, and several of the flood projects.

- **January 9, 2008 – LMS Working Group Meeting**
  The Working Group met to discuss the updates of the ongoing efforts with the LMS projects. The general public and private industry was invited to attend. Many of the projects have not begun based on the lack of available funding, but several have. A progress report was provided. Several storms have occurred raising the need for additional consideration of flood warning projects to be included on the LMS project list. The cost of an area wide siren to warn coastal residents of hazards was discussed, and possible funding sources. The Florida Division of Forestry explained the purpose of the mitigation experts hired by FDOF, and the Firewise Program. Those in attendance included representatives from the Florida Division of Forestry, Foley Timber and Land Company, Florida Gas Company, Buckeye Cellulose Company, Martin Electronics, Disaster Strategies and Ideas Group, LLC, Taylor County Emergency Management, Building Department, Florida Division of Emergency Management.

- **April 8, 2008 – LMS Working Group Meeting**
  The Working Group convened a meeting to discuss the updates on several mitigation issues. The coastal siren system was discussed, and progress updated. An overview of the 2008 hurricane season was also discussed, and Taylor County's preparedness activities. A Hurricane Survival Guide was developed, and distributed to county residents. A tornado impacting Keaton Beach was reviewed for possible mitigation actions. Additional projects were added to the working list of mitigation projects.

- **December 18, 2008 – LMS Working Group Meeting**
  The Working Group met to get an update on the progress made with the LMS projects, and discuss any needed changes to the LMS. Those attending included representatives from Taylor County Public Safety, Emergency Management, Building Department, Water/Sewer District, and the County Manager. Also attending was the Florida Division of Emergency Management – Bureau of Mitigation. The FDEM participant discussed the

LMS plan update requirements via a PowerPoint presentation. The HMGP process for Tropical Storm Faye was also discussed. The future direction of the LMS was discussed as a group exercise. An open forum was offered for anyone to participate at the end of the general meeting.

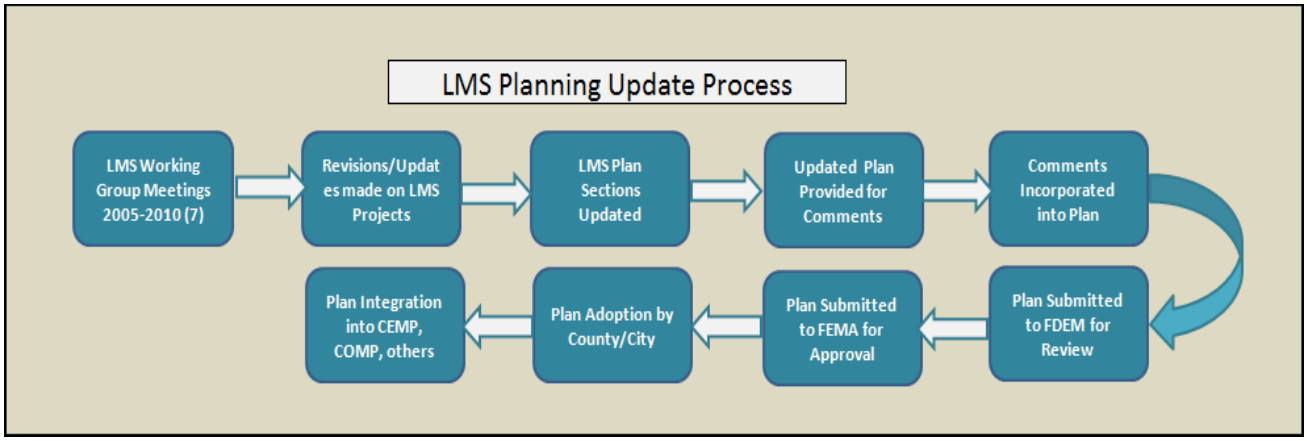
- **January 19, 2010 – LMS Working Group Meeting**
  The LMS Working Group met to discuss the progress of the LMS Plan update, and the update of all of the current LMS projects. Those in attendance included representatives from Taylor County Building and Planning Department, Engineering, County Administrator's Office, Emergency Management, City of Perry, Florida Division of Forestry, and Disaster Strategies and Ideas Group, LLC. The new LMS planning requirements and agency participation was discussed. A complete update of all current LMS projects was discussed, as well as noting those that have been completed. Ideas were discussed as to how to engage more public participation in mitigation activities.

- **June 16, 2010 – LMS Working Group Meeting – Public Comment Hearing**
  The LMS Working Group conducted the final meeting of the 2010 LMS Plan Update. Prior to this, the LMS Update was posted on Taylor County's website. The general public was given the opportunity to provide comments on the plan prior to finalization. On June 16, 2010, the LMS Working Group met to discuss any final comments from anyone. The general public was invited to attend to provide any comments they may have had prior to finalizing the LMS Update. No comments were received from the LMS Working Group, or the general public.

F. LMS Planning Process and Schedule

The Taylor County LMS Working Group continues to use a straight forward planning process that involves all interested stakeholders. Using the assistance of DSI, LLC, the following process was used to update the LMS. The flowchart below and on the next page describes the process visually.

Chart II.F.1: LMS Planning Update Process



1. **LMS Working Group Meetings -** From April, 2005 until January, 2010, the LMS Working Group met 7 times. At each meeting, the progress of the prioritized projects was discussed, and any new information deemed important to include in the LMS.

2. **Updated Data Solicitation –** Beginning in April, 2009, with the help of DSI, LLC, the LMS Working group gathered all relevant, existing data from various sources including the 2005 LMS, the internet, State and Federal resources and interview with team members and Taylor County citizens. The Team solicited any updated information from all stakeholders pertinent to the Plan update. This includes updated information on demographics, new codes or ordinances, hazard analyses, risk assessments, recent event impacts, or areas of general interest. The City of Perry, Taylor County agencies, Taylor County School Board, and the Big Bend Water Authority participated in this process. The general public was offered the opportunity to participate in the plan update process, and to make any comments during the planning update cycle, to include review of the draft of the 2010 LMS Update.

3. **Data collation and Plan Updating –** Beginning in July, 2009 – January 2010, these documents and notes were fully analyzed and related information was collated. Using all of this information the initial draft of the Plan update was prepared and submitted to the LMS Working group, the State of Florida and FEMA for review and comments.

4. **Review and Comments –** From January to March, 2010, all of the sections in the LMS were updated. As drafts were completed, they were reviewed by the LMS Working Group. The LMS Updated draft was posted on the website for public comments.

5. **Finalization of the Plan –** Between March - April, 2010, the Updated Plan was finalized. Copies were supplied to the FDEM and FEMA for formal review and approval.

6. **Adoption and Delivery –**Once FEMA approves the plan, it will be adopted by the Taylor County Board of County Commissioners, and the City of Perry. A copy of the adoption resolutions from the County and the City of Perry will be provided to the State and FEMA to ensure compliance with Section 322 of the Stafford Act.

7. **LMS Plan Integration -** Upon Plan approval and adoption, opportunities to integrate appropriate information from the 2010 LMS into the Taylor County Comprehensive Plan (land management plan), the Comprehensive Emergency Management Plan, and any other pertinent county or City (Perry) plan will commence.

8. **Plan Availability -** The Plan is available for downloading or viewing on the Taylor County website: http://www.taylorcountygov.com/pdf/em/Local Mitigation Strategy.pdf, or a hard copy can be viewed at the Taylor County Emergency Management offices, or the Taylor County Public Library.

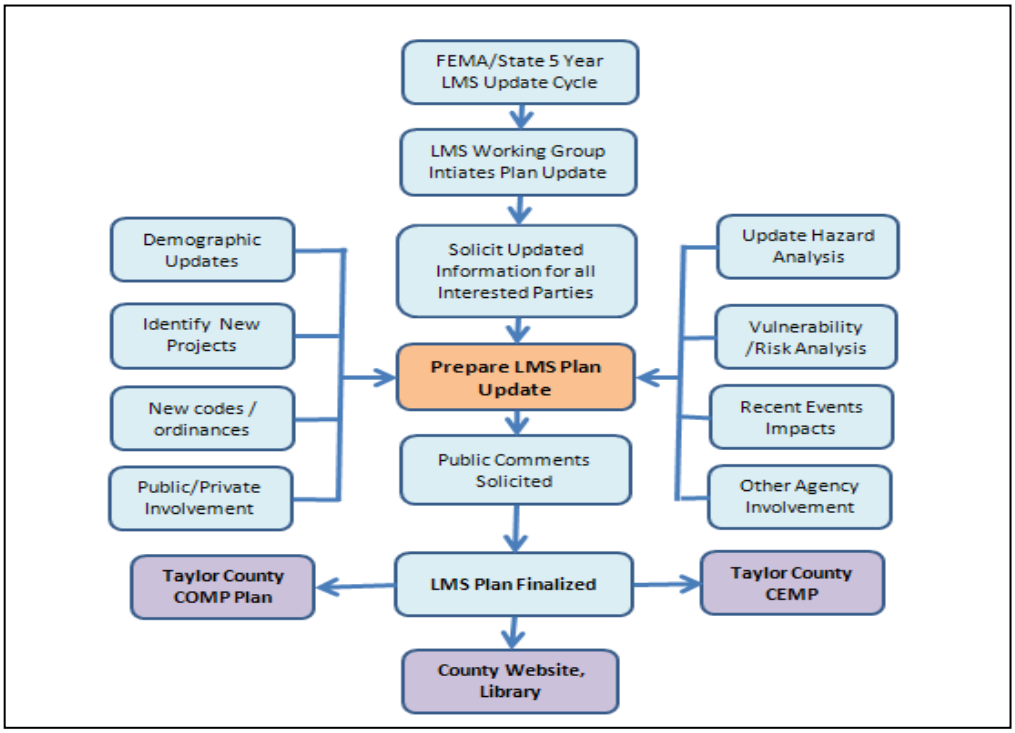
9. **Plan Integration –** Once the 2010 LMS Update is approved, it will be used extensively and referenced in the Taylor County CEMP, the COMP Land Use Plan, the Floodplain

Management Plan, and will be referred to when any new Code or Ordinance is proposed. The data presented in this plan is especially beneficial to the future growth patterns of Taylor County and the City of Perry. Wise growth patterns reflective of the vulnerability posed by the hazards listed in this plan will be recognized in the County and City planning efforts.

Prior to revisions to the COMP Plan, Floodplain Management Plan, or any new Code or Ordinance, the 2010 LMS will be referenced to ensure the proposed action is compliant with City and County mitigation strategies, to the extent applicable. This will be managed by the Taylor County Emergency Management, and Taylor County Building Departments.

The following flow chart depicts the overall planning process used to update the LMS, and the various data sources.

Chart II.F.2: Taylor County LMS Planning Process



G. Review of Existing Plans

This 2010 Taylor County LMS is considered an extension and an update to the existing LMS plan from 2005, and incorporates the numerous required enhancements identified in the *Local Multi-Hazard Mitigation Planning Guidance, July 1, 2008*. Therefore this 2010 LMS plan and all its adoptions and resolutions are completely incorporated within the scope of this planning effort.

A review of the following plans was conducted in the preparation of the 2010 LMS Update. They include:

1. **Taylor County Comprehensive Emergency Management Plan (CEMP)**
   The Taylor County CEMP was updated in 2008. The CEMP is an integral part of the LMS update process, as it identifies known hazards and vulnerability. The LMS is referenced in the CEMP in several places, and is intended to be used interchangeably.

2. **Taylor County Terrorism Annex Draft**
   Provides guidance for a terrorism event and includes the following sections:
   - Assumptions, purpose and scope
   - Concept of Operations
   - Organizational Responsibilities
   - Training and Exercises

   This document is not available to the public, but inquiries about this annex can be made to the Taylor County Emergency Management Department.

3. **Taylor County Floodplain Management Plan**
   As a minimum requirement of participating in the Community Rating System, Taylor County has developed and maintains the County Floodplain Management Plan. This plan identifies policies and strategies to reduce the overall impact of flooding in Taylor County, and lower the impact of repetitive loss properties. It is kept current to reflect any changes in County policies affecting floodplain management.

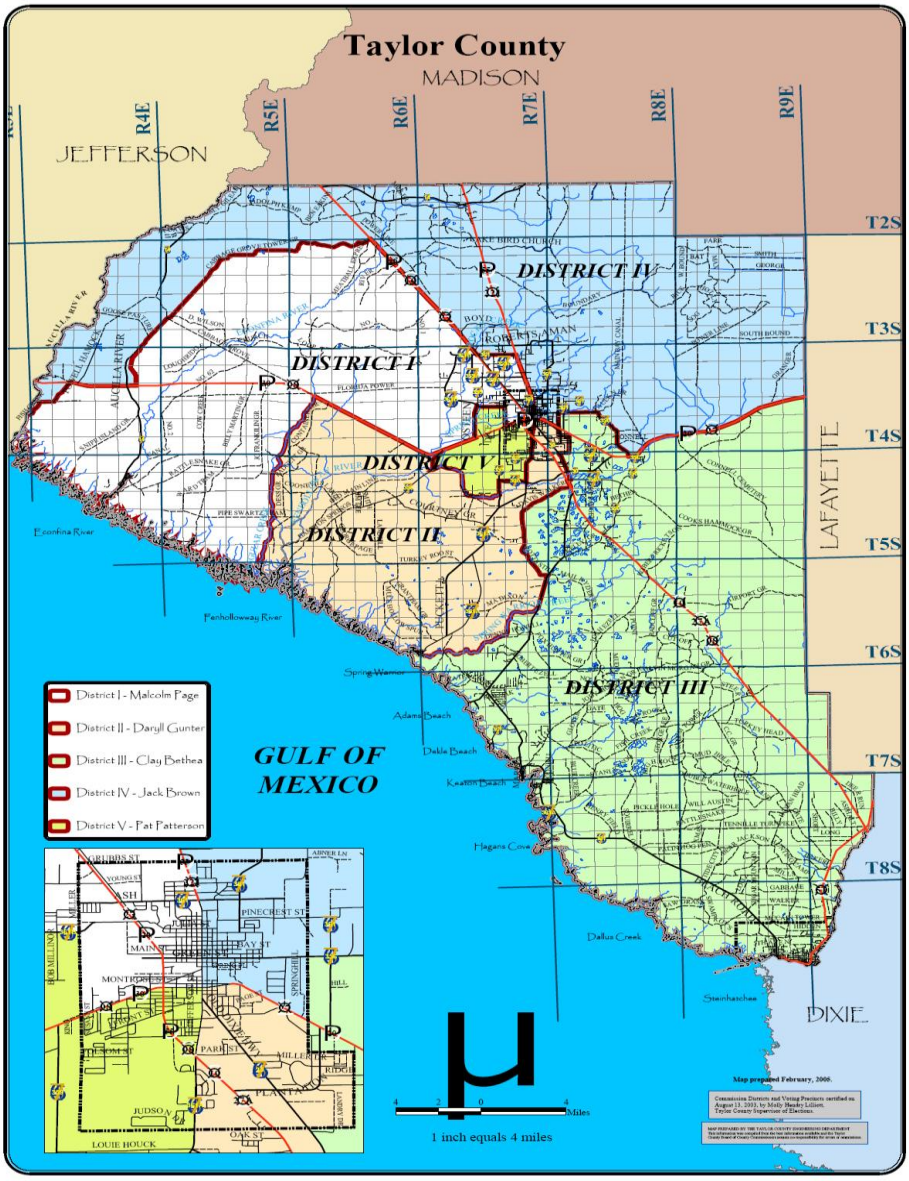
4. **Taylor County Comprehensive Plan /Land Development Plan (COMP)**
   The Taylor County COMP was reviewed for codes and ordinances that impact the placement of current and future growth in the County. Key elements of the COMP are summarized in this LMS. The COMP is updated on a regular schedule established by Florida Administrative Codes.

5. **Critical Infrastructure/Key Assets**
   This Excel spreadsheet has been developed by Taylor County Emergency Management as a comprehensive list of all facilities in the county deemed “critical” for the continuing operations of the County. This list was updated for the 2010 update of the LMS and is incorporated into the plan in the Vulnerability Analysis Sections. These critical facilities all have latitude/longitude coordinates that will allow for geo-referencing. These critical facility locations are overlapped with the high-risk hazard areas to determine vulnerability to unique hazard events.

6. **Engineering Department GIS data**
   The Director of the Taylor County Engineering Department is a current member of the LMS Working Group. The Engineering Department contributed a copy of all the existing Geographic Information System (GIS) data for the county and the surrounding areas. For the 2010 LMS update, the Engineering Department provided updated maps of the NFIP flood zones, population density, CIKR assets, and repetitive loss structures. This GIS information is used to meet the requirements of the Disaster Mitigation Act, focusing on areas of high risk and critical facility locations. The Vulnerability Assessment maps

produced by the Engineering Department are included in this plan to meet the requirements for Hazard Mapping.

Map II.G.1: Taylor County Voting Districts



7. Taylor County Codes and Ordinances

A thorough review of the Codes and Ordinances was performed for this LMS Update. Pertinent issues were extracted and placed in Section VII. These entries provide substantial mitigation measures for use in Taylor County.

H. NFIP Repetitive Loss Structures

A major planning factor incorporated into the Taylor County LMS is the identification of the repetitive loss (RL) claim properties from the National Flood Insurance Program. Taylor County has aggressively addressed these RL properties through awareness campaigns, and other mitigation actions. Taylor County currently has 23 RL properties along the Gulf Coast that have been damaged by flooding. Since 2005, seven properties were deleted from the RL list, while an additional 10 new properties were added. These 23 locations have been paid over $885,000 over the past 15 years from one to four separate events. This data is incorporated to analyze these properties for appropriate flood mitigation projects.

The following map displays the general areas of repetitive loss damage and the tables provide repetitive loss data in a general format. Specific repetitive loss information can be obtained from the Taylor County Building Department.

Map II.H.1: Repetitive Loss Structures in Taylor County



Table II.H.2: Repetitive Loss Claim Statistics for Taylor County 1995 - 2010

	Amount	Claim Value ($)
Total Repetitive Loss (RL) Claims (15 years)	23	$885,136.00
Properties Deleted From RL List since 2005	7	$ .00
Existing RL Properties With No Claims since 2005	8	$.00
Existing RL Properties With New Claims (Total claims)	5	$381,740.00
New Properties added to RL List + claims since 2005	10	$343,363.00
Total Claims Paid 2005-2010	15	$449,485.00
Source: *NFIP Repetitive Loss Data, 2009 - FEMA*		

Table II.H.3: 2010 Repetitive Loss Properties In Taylor County

PARCEL	TYPE OF STRUCTURE	GENERAL LOCATION	Loss-Building	Contents	Losses	Paid	Average
1049-030	RESIDENTIAL	STEINHATCHEE	$29,778.59	$0.00	2	$29,778.59	$14,889.30
1120-000	RESIDENTIAL	STEINHATCHEE	$45,919.83	$7,912.52	2	$53,832.35	$26,916.18
1165-505	RESIDENTIAL	KEATON BEACH	$56,238.88	$0.00	3	$56,238.88	$18,746.29
6712-000	RESIDENTIAL	KEATON BEACH	$83,934.48	$0.00	3	$83,934.48	$27,978.16
6744-100	RESIDENTIAL	KEATON BEACH	$82,073.69	$38,436.18	4	$120,509.87	$30,127.47
6749-000	RESIDENTIAL	DEKLE BEACH	$60,710.37	$16,736.79	3	$77,447.16	$25,815.72
6873-050	COMMERCIAL	DEKLE BEACH	$20,716.21	$0.00	2	$20,716.21	$10,358.11
6873-050	COMMERCIAL	KEATON BEACH	$25,203.07	$0.00	2	$25,203.07	$12,601.54
6873-050	COMMERCIAL	KEATON BEACH	$80,037.84	$0.00	2	$80,037.84	$40,018.92
6873-050	COMMERCIAL	KEATON BEACH	$25,531.62	$0.00	2	$25,531.62	$12,765.81
6918-001	RESIDENTIAL	STEINHATCHEE	$30,360.14	$13,251.43	5	$43,611.57	$8,722.31
6950-001	RESIDENTIAL	KEATON BEACH	$8,953.94	$763.93	2	$9,717.87	$4,858.94
7116-000	RESIDENTIAL	KEATON BEACH	$16,523.66	$0.00	2	$16,523.66	$8,261.83
7176-000	RESIDENTIAL	STEINHATCHEE	$6,821.36	$809.75	2	$7,631.11	$3,815.56
9846-000	RESIDENTIAL	KEATON BEACH	$10,131.97	$110.00	2	$10,241.97	$5,120.99
9965-180	RESIDENTIAL	STEINHATCHEE	$8,002.07	$948.35	2	$8,950.42	$4,475.21
10034-000	RESIDENTIAL	STEINHATCHEE	$6,413.23	$481.01	2	$6,894.24	$3,447.12
10040-300	COMMERCIAL	KEATON BEACH	$39,087.58	$8,887.69	2	$47,975.27	$23,987.64
10070-350	RESIDENTIAL	KEATON BEACH	$19,532.60	$3,804.40	2	$23,337.00	$11,668.50
10112-510	RESIDENTIAL	KEATON BEACH	$7,342.27	$87.50	2	$7,429.77	$3,714.89
10252-057	RESIDENTIAL	KEATON BEACH	$13,818.90	$0.00	2	$13,818.90	$6,909.45
10280-000	RESIDENTIAL	KEATON BEACH	$37,995.12	$3,500.00	2	$41,495.12	$20,747.56
10499-700	RESIDENTIAL	KEATON BEACH	$51,714.30	$22,565.14	2	$74,279.44	$37,139.72

I. Community Rating System

The Community Rating System is an initiative of the Federal Insurance Administration to encourage increased efforts in the reduction of flood losses, facilitate accurate insurance ratings, and promote the awareness of flood insurance. The CRS recognizes community efforts beyond those minimum standards by reducing flood insurance premiums for the community's property owners. The CRS is similar to — but separate from — the private insurance industry's programs that grade communities on the effectiveness of their fire suppression and building code enforcement. CRS discounts on flood insurance premiums range from 5% up to 45%. Those discounts provide an incentive for new flood protection activities that can help save lives and property in the event of a flood. Taylor County is a participant in the CRS, is currently at a **Level 9** rating. The County has developed and

maintains a comprehensive flood hazard mitigation plan that incorporates strategies to reduce the impact of the 23 repetitive loss properties in Taylor County. The City of Perry is currently not a participant in the CRS

J. Flood Mitigation Assistance (FMA)

The FMA program was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 (42 U.S.C. 4101) with the goal of reducing or eliminating claims under the National Flood Insurance Program. FEMA provides FMA funds to assist States and communities implement measures that reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the National Flood Insurance Program. Taylor County has been active in the FMA program, and sought funds for projects, but has not been awarded any grants since 2005.

III. Taylor County Profile

As a required part of the Risk Assessment, it is necessary to define the general population and area to provide background about the vulnerability throughout the County. The following report is from the 2008 CEMP and from the U.S. Census Bureau. This information assesses and defines the human and economic populations and resources that can potentially be impacted by natural hazards.

A. Spatial Profile

Taylor County is located centrally on Florida's west coast between the northern panhandle and the southern peninsula. It is bordered on the north by Madison County, on the south by the Gulf of Mexico, on the east by Lafayette and Dixie Counties, and on the west by Jefferson County.

Taylor County encompasses 1,232 square miles of territory. The county has approximately 45 miles of coastline on the Gulf of Mexico, which is primarily marshland. The county is made up of approximately 70% timber and marsh mixed. Primary highways in the county include U.S. 27, 19, 98 and 221. U. S. 98 and 221 accommodate east/west travel and U.S.19 and 27 accommodate north/south travel, with Interstate 10 being approximately 25 miles north of Perry. In addition, two rail lines traverse the county including CSX Transportation Railroad and the Southern Railway systems.

Of a total of 788,480 acres, approximately 500,336 is agricultural forested land, 90,710 is new crop/pasture, 60,162 is marsh land, 8,657 is residential, 1,170 is commercial, 1,118 is industrial, and 765 is vacant. The county averages approximately one building per 60 acres of land. Industrial development is primarily around the outer limits of the City of Perry. There is a small amount of commercial fishing along the coastal communities. Residential properties away from the primary population centers are what is typically described as an urban "wildland interface", which is a clearing made in a stand of trees for building a home.

The total water area in Taylor County, including rivers, lakes, ponds and streams and wetlands is estimated to be approximately 287,012 acres. The water tends to flow from the northeast to the southwest, with a considerable amount being received from the San Pedro Bay. The water flows through flood control canals through and around Perry to the Gulf of Mexico. The Steinhatchee, Econfina, Fenholloway and Aucilla Rivers are the primary rivers in Taylor County. San Pedro Bay is a large cypress and timber swamp encompassing the northeast part of the county.

The coastal areas are most vulnerable to flooding. Most of the 45-mile coastline is tidal marsh and all of it lies within the hurricane flood zone. The flood zone extends 2 to 8 miles inland from the coast. The average elevation in the county is approximately 26 feet above mean sea level. This takes into account a variation throughout the county of from zero to 90 feet elevation above sea level. The elevation of the flood prone areas is from sea level at the coast to 15 feet above sea level inland along the four rivers.

B. Population and Business Profile

The 2008 estimated total population for Taylor County was 21,546 individuals. The following information is from the U.S. Census Bureau, and represents 2008 data.

Table III.B.1: 2008 U.S. Census QuickFacts – Taylor County

Population QuickFacts (2008 Estimates)	Taylor County	Florida
Population, 2008 estimate	**21,546**	18,328,340
Population, percent change, April 1, 2000 to July 1, 2008	**11.9%**	14.7%
Population estimates base (April 1) 2000	**19,254**	15,982,813
Persons under 5 years old, percent, 2008	**5.5%**	6.2%
Persons under 18 years old, percent, 2008	**19.7%**	21.8%
Persons 65 years old and over, percent, 2008	**14.8%**	17.4%
Female persons, percent, 2008	**44.7%**	50.9%
White persons, percent, 2008 (a)	**74.4%**	79.8%
Black persons, percent, 2008 (a)	**22.7%**	15.9%
American Indian and Alaska Native persons, percent, 2008 (a)	**1.0%**	0.5%
Asian persons, percent, 2008 (a)	**0.5%**	2.3%
Native Hawaiian and Other Pacific Islander, percent, 2008 (a)	**Z**	0.1%
Persons reporting two or more races, percent, 2008	**1.4%**	1.4%
Persons of Hispanic or Latino origin, percent, 2008 (b)	**2.6%**	21.0%
White persons not Hispanic, percent, 2008	**72.3%**	60.3%
Living in same house in 1995 and 2000, pct 5 yrs old & over	**61.0%**	48.9%
Foreign born persons, percent, 2000	**1.7%**	16.7%
Language other than English spoken at home, pct age 5+, 2000	**4.3%**	23.1%
High school graduates, percent of persons age 25+, 2000	**70.0%**	79.9%
Bachelor's degree or higher, pct of persons age 25+, 2000	**8.9%**	22.3%
Persons with a disability, age 5+, 2000	**4,561**	3,274,566
Mean travel time to work (minutes), workers age 16+, 2000	**20.9**	26.2

Business QuickFacts	Taylor County	Florida
Private nonfarm establishments, 2007	**427**	523,461
Private nonfarm employment, 2007	**5,088**	7,425,331
Private nonfarm employment, percent change 2000-2007	**0.7%**	19.4%
Nonemployer establishments, 2007	**1,005**	1,618,119
Total number of firms, 2002	**1,219**	1,539,207
Black-owned firms, percent, 2002	**F**	6.6%
American Indian and Alaska Native owned firms, percent, 2002	**F**	0.6%
Asian-owned firms, percent, 2002	**F**	2.7%
Native Hawaiian and Other Pacific Islander owned firms, percent	**F**	0.1%
Hispanic-owned firms, percent, 2002	**F**	17.3%
Women-owned firms, percent, 2002	**S**	28.4%
Manufacturers shipments, 2002 ($1000)	**435,430**	78,474,770
Wholesale trade sales, 2002 ($1000)	**D**	219,490,896
Retail sales, 2002 ($1000)	**170,746**	191,805,685
Retail sales per capita, 2002	**$8,822**	$11,498
Accommodation and foodservices sales, 2002 ($1000)	**14,647**	29,366,940
Building permits, 2008	**32**	61,042
Federal spending, 2008	**172,691**	149,872,178

Key
(a) Includes persons reporting only one race.
(b) Hispanics may be of any race, so also are included in applicable race categories.
FN: Footnote on this item for this area in place of data
NA: Not available
D: Suppressed to avoid disclosure of confidential information
F: Fewer than 100 firms
S: Suppressed; does not meet publication standards
X: Not applicable
Z: Value greater than zero but less than half unit of measure shown

Source: US Census Bureau State & County QuickFacts-2008

The following data profiles the business and labor force in Taylor County.

Tables III.B.2-6: 2008 QuickFacts for Taylor County

MAJOR PRIVATE SECTOR EMPLOYERS			
Buckeye Technologies, Inc.		**Lance Manufacturing**	
Business Line: Pulp Mill		Business Line: Snack Foods	
Number of Employees	**643**	Number of Employees	**115**
Doctors Memorial Hospital		**RDS Manufacturing, Inc.**	
Business Line: Healthcare		Business Line: Aluminum Fuel Tanks	
Number of Employees	**250**	Number of Employees	**100**
Martin Electronics, Inc.		**American Aluminum Accessories**	
Business Line: Pyrotechnics		Business Line: Aluminum Specialty Items	

Number of Employees	**243**

Number of Employees	**50**

United Welding Services, Inc.	
Business Line: Aluminum Truck Accessories	
Number of Employees	**140**

Big Top Manufacturing	
Business Line: Industrial Shelters	
Number of Employees	**40**

Gilman Building Products	
Business Line: Wood Products	
Number of Employees	**127**

Nature Coast Surgery/Medical Center	
Business Line: Healthcare	
Number of Employees	**34**

EMPLOYMENT BY INDUSTRY		
N/D = No Data	**Taylor**	**Florida**
	2008	
Average Annual Employment	**7,113**	**7,945,162**
Natural Resources & Mining	**4.80%**	**1.20%**
Construction	**7.80%**	**6.50%**
Trade, Transportation and Utilities	**16.70%**	**20.50%**
Manufacturing	**22.60%**	**4.70%**
Information	**0.80%**	**2.00%**
Other Services	**1.70%**	**3.20%**
Public administration	**14.30%**	**5.90%**
Unclassified	**N/D**	
Leisure & Hospitality	**7.50%**	**11.90%**
Education & Health Services	**10.10%**	**19.40%**
Professional & Business Services	**2.30%**	**14.40%**

AVERAGE ANNUAL WAGE	
All Industries	**$33,208**
Construction	**$39,144**
Education & Health Services	**$30,893**
Financial Activities	**$29,526**
Information	**$32,815**
Leisure & Hospitality	**$12,786**
Manufacturing	**$47,184**
Natural Resources & Mining	**$43,067**
Other Services	**$22,331**
Professional & Business Services	**$37,858**
Public administration	**$32,538**
Trade, Transportation and Utilities	**$22,798**
Unclassified	**N/D**

STATE AND LOCAL TAXATION	
COUNTY	
Countywide Ad Valorem Millage Rates:	
Government	3.3149
Schools	3.765
Special	0.045
Total	7.1249
Ad Valorem Tax Exemption:	Yes
Retail Sales Tax (Local Option)	1
Federal Enterprise Zone	No
State Enterprise Zone	EZ-6201

STATE	
Corporate Income Tax	5.50%
Personal Income Tax	0.00%
Retail Sales Tax	6.00%

PER CAPITA INCOME		
	Taylor	**Florida**
2005	$23,067	$34,709
2006	$23,678	$37,099
2007	$24,062	$38,417

C. Housing Profile

The following information pertains to the housing stock in Taylor County. This is important based on the potential impact any disaster can have on housing availability.

Tables III.C.1: 2008 US Census Quick Facts – Taylor County Housing

Housing Units, 2008	Taylor County	Florida
Homeownership rate, 2000	**10,053**	8,800,294
Housing units in multi-unit structures, percent, 2000	**79.8%**	70.1%
Median value of owner-occupied housing units, 2000	**$66,000**	$105,500
Owner-occupied houses and condos (2007)	**5,725**	NA
Renter-occupied apartments (2007)	**1,451**	NA
Persons per household, 2000	**2.51**	2.46
Median household income, 2007	**$38,056**	$47,804
Per capita money income, 1999	**$15,281**	$21,557
Persons below poverty, percent, 2007	**18.5%**	12.1%

Source: US Census Bureau State & County QuickFacts

1. **Number of Household in Taylor County: 18,025**
   - In family households: 15,637 (3,695 male householders, 1,462 female householders) 3,929 spouses, 5,310 children (4,712 natural, 194 adopted, 404 stepchildren), 458 grandchildren, 97 brothers or sisters, 58 parents, 165 other relatives, 463 non-relatives
   - In nonfamily households: 2,388 (940 male householders (788 living alone)), 1,064 female householders (945 living alone)), 384 nonrelatives
   - In group quarters: 1,231 (1,225 institutionalized population)
     On average there are:
     - 965 people in state prisons
     - 142 people in local jails and other confinement facilities (including police lockups)
     - 104 people in nursing homes
     - 6 people in other non-institutional group quarters

2. **Size of family households:**
   - 1-person 1,733
   - 2-persons 2,326
   - 3-persons 1,194
   - 4-persons 935
   - 5-persons 487
   - 6-persons 161
   - 7+ persons 54

3. **Single-family new house construction building permits:**
   - 2002: 55 buildings, average cost: $71,900
   - 2003: 56 buildings, average cost: $95,500
   - 2004: 71 buildings, average cost: $114,000

- 2005: 89 buildings, average cost: $111,900
- 2006: 75 buildings, average cost: $163,700

Source: http://www.city-data.com/county/Taylor_County-FL.html

D. Critical Facilities

Using information from the Taylor County Terrorism Annex, the CEMP, and input from the LMS Working Group, the following list of facilities have been designated as "Critical". These facilities are deemed critical due to their necessity for responding and recovering from natural hazard events. Critical Facilities are also locations that must function for routine government services to be delivered and locations that have a significant economic impact on the community.

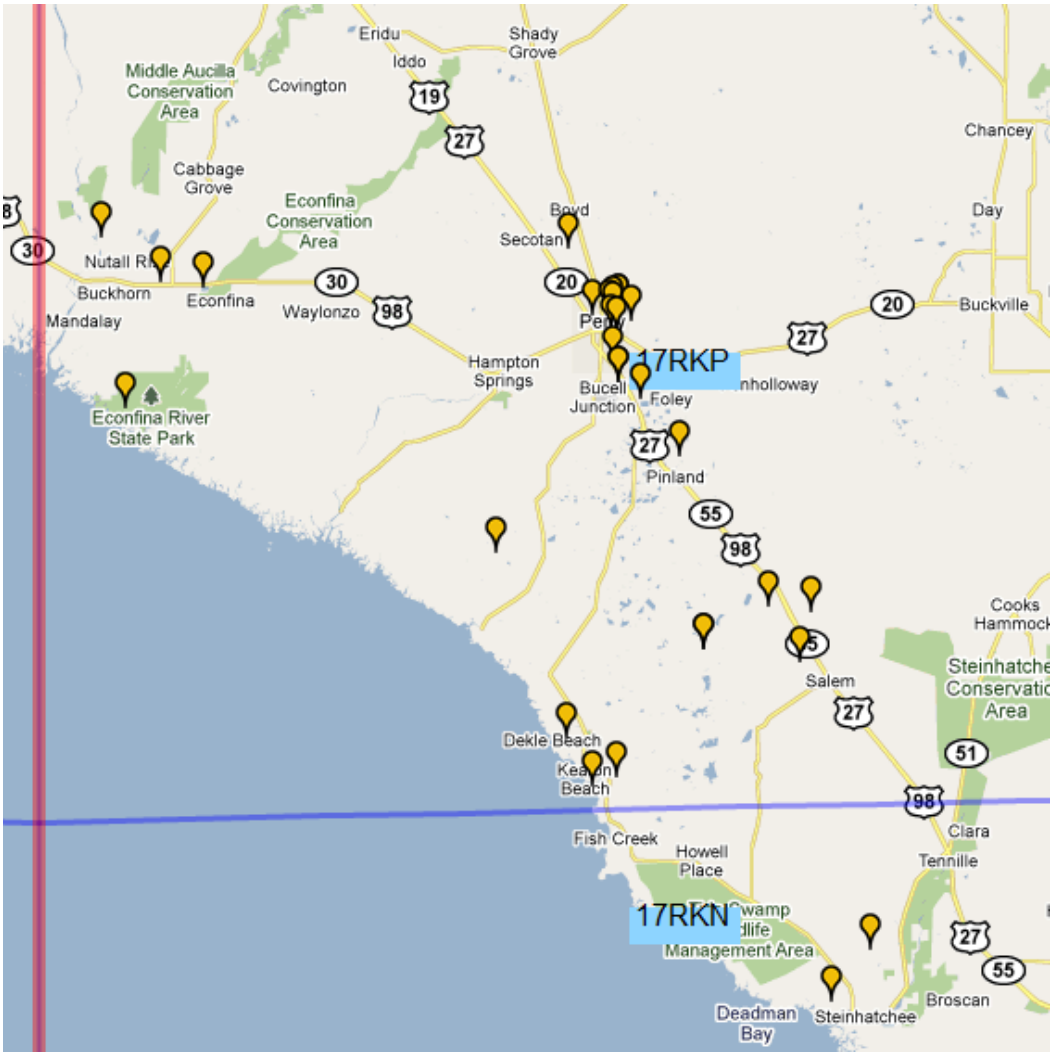
Table III.D.1: Critical Facilities – Taylor County

INDUSTRIAL		**Latitude N**	**Longitude W**
Buckeye Florida	County Road 30 East (Foley)	30.06639	-85.55333
Martin Electronic	Puckett Road, Rt. 1 Box 700	29.97028	-83.66028
Florida Gas Transmission	Pisgah Road, County Road 361	30.16278	-83.60722
TAYLOR COUNTY SCHOOLS (facilities in green are designated shelters)			
Taylor Schools Admin. Offices	318 North Clark Street	30.12436	-83.57024
Perry Primary School	400 North Clark Street	30.12436	-83.57024
Perry Elementary School	508 N. Aquanaldo Ave.	30.12140	-83.57674
Taylor Elementary School	1600 E. Green Street		
Taylor County Middle School	601 E. Lafayette Street	30.12067	-83.57474
Taylor County High School	900 Johnson Stripling Road	30.12352	-83.57447
Taylor Education Academy	318 North Clark Street	30.12436	-83.57024
Taylor Technical Institute	3233 Hwy 19 South	30.07750	-83.57000
Steinhatchee School	1209 1st Ave. SE, Steinhatchee	29.4040	-83.2362
COUNTY GOVERNMENT			
Taylor County Courthouse	108 North Jefferson Street	30.11754	-83.58132
Taylor County Sheriff's Office	108 North Jefferson Street	30.11754	-83.58132
Taylor County Administration	201 E. Green Street	30.11754	-83.58132
Taylor County Jail	589 East Hwy 27	30.11160	-83.57630
County Road Department	587 East Hwy 27	30.11160	-83.57630
Emergency Operations Center	591 East hwy 27	30.10989	-83.57232
Taylor Co. Fire Dept. Main Sta.	501 Industrial Park Drive	30.07786	-83.57061
Shady Grove Vol. Fire Dept.	Alton Wentworth Road		
Johnson Stripling VFD	Johnson Stripling Road		
Econfina Vol. Fire Dept.	Econfina Road		
Keaton Beach Vol. Fire Dept	Beach Road		
Taylor County FD – Steinhatchee	12th St. SE – Steinhatchee		
COUNTY DISPOSAL SITES			
Carlton Roll-Off	Carlton Cemetery Road		
Harrison Blue Roll-Off	Harrison Blue Road		
Bernard Johnson Roll-Off	Bernard Johnson Road		
Shady Grove Roll-Off	CR – 14A		

Eridu Roll-Off	Pleasant Grove Road		
98/14 Roll-Off	CR – 14 (near Econfina)		
Blue Springs Roll-Off	Blue Springs Lake Rd. – Keaton Beach		
Salem Roll-Off	Bob Tucker Grade - Salem		
Steinhatchee Roll-Off	CR 361 – Steinhatchee		
Blue Creek Land Fill	CR 361		
Dekle Beach Land Fill	CR 361 at Beach Road		
Steinhatchee Land Fill	SR 361		
Perry-Foley Airport (Alternate Emergency Operations Center)	Industrial Park Drive		
CITY GOVERNMENT			
City of Perry – City Hall	224 South Jefferson Street	30.11574	-83.58132
City of Perry Police Dept.	211 South Washington Street	30.11574	-83.58132
City of Perry Fire Dept.	224 South Jefferson Street	30.11574	-83.58132
STATE GOVERNMENT			
FL Department of Transportation	657 Plantation Road	30.09228	-83.57495
FL Division of Forestry	618 Plantation Road	30.05332	-83.34161
Taylor Correctional Institute	8501 Hampton Springs Road	30.04261	-83.71287
HEALTH FACILITIES			
Doctor's Memorial Hospital	333 N. Byron Butler Pkwy	30.12026	-83.59317
Marshall Health & Rehabilitation	207 Marshall Drive	30.12629,	-83.59027
WATER/WASTEWATER TREATMENT			
Perry Water Works	404 West Leon Street	30.07134	-83.3559
Mason Kelly Water Treatment Plant	713 North Faulkner Street	30.07324	-83.3509
Perry Wastewater Treatment Plant	507 West Golf	30.06725	-83.3584
City of Perry spray field	Landfill Rd. Hampton Springs		
Taylor Coastal Water & Sewer Dist.	18820 Beach Rd. Keaton Beach	29.82500	-83.3903
Big Bend Water & Sewer	1313 First Ave. SE Steinhatchee	29.70833	-83.3861
OTHER UTILITIES			
Progress Energy Florida	Substation: 1690 East Green St	30.11833	-83.56000
	Substation: 433 US 19 N	30.12167	-83.59389
Tri-County Electric Cooperative	Boyd Substation Wash Davis Rd	30.10.26	-83.3757
	Perry Sub – US 19S at Beach Rd.	30.03.19	-83.3304
	Scanlon Sub – Hwy 14 off US 98	30.08.99	-83.5402
	Steinhatchee Sub Hwy 51 – Stein.	29.40.39	-83.2226
COMMUNICATIONS			
Joint Law Enfcmnt/911 Dispatch Ctr	589 East Hwy 27	30.11160	-83.57630
County Tower	587 East Hwy 27	30.11160	-83.57630
FairPoint Communications	115 West Drew Street	30.11613	-83.58228
Comcast Cablevision	1485 Buckeye Nursery Road	30.10773	-83.55868
GENERAL (Supply Distribution) **(facilities in green are designated shelters)**			
Forest Capital Hall	203 Forest Park Drive	30.07920	-83.56628
Wal-Mart	1900 S. Jefferson Street	30.10295	-83.58256
OTHER HURRICANE SHELTERS			
Covenant Christian Fellowship Church	6050 Puckett Road	30.03896	-83.61085
Elks Lodge	305 Puckett Road	30.09415	-83.58360
Fellowship Baptist Church – Steinhatchee	112 15th Street S.E.	29.67280	-83.36943
Church of Jesus Christ of Latter Day Saints	Woods Creek Road	30.14980	-83.64643

The following map shows the basic critical facilities in Taylor County, as displayed in the Florida Division of Emergency Management's "GATOR" tool – Geospatial Assessment Tool for Operational Response. The majority of the facilities are located in the City of Perry, or nearby. Some of the facilities are not mapped in the State's GATOR system. The list provided above is a comprehensive listing of facilities Taylor County has identified, the majority of which are identified on the Map below. Because of their tight clustering, some of the icons below represent multiple facilities.

Map II.D.2: Location of Critical Facilities - Taylor County



IV. Risk Assessment and Hazard Identification

A. Hazard Identification

Based on the 2008 Comprehensive Emergency Management Plan (CEMP), and the LMS Working Group, the following hazards have been identified and prioritized for Taylor County and the City of Perry. These hazards were identified by analyzing the historical occurrences in the county and the City of Perry and by reviewing the geography, climatology and other natural features that increase human and economic risks.

Probability was defined as follows:
High – Occurs at least once every two years
Medium – Occurs at least once every five years
Low – Occurrences less frequently than five years

Magnitude was defined as follows:
Catastrophic – the entire county is potentially affected by an event
Major – Most of the county is potentially affected by the event
Minor – Only a specific area of the county is potentially affected
Negligible – Damages and impacts are very localized and minor

Table IV.A.1: Hazard Ratings – Taylor County

Hazard	Priority Ranking	Probability	Magnitude
Hurricanes and Tropical Storms	Very High	High	Catastrophic
Severe Storms / Tornadoes	High	High	Minor
Forest Fires	High	High	Minor
Floods	High	High	Minor
Drought / Heat Wave	Medium	Medium	Minor
Freezes / Winter Storms	Medium	Low	Minor
Sinkholes	Low	Medium	Negligible
Coastal and Riverine Erosion	Low	Medium	Negligible
Earthquakes	Low	Low	Negligible
Tsunami	Not Applicable	Low	Major
Dam / Levee Failure	Not Applicable	Low	Negligible

Since the recent earthquake in Haiti (2010), which had the potential to produce a significant tsunami, a new emphasis has been placed on this type of natural hazard. Taylor County has never been impacted by a tsunami and the working group considers it a very low likelihood. The effects of a tsunami would be almost identical to the impact of the storm surge from a major hurricane although the warning time would be much shorter. Therefore, any potential hurricane mitigation initiatives would automatically protect against a seismically originated tsunami. For these reasons, this hazard will not be addressed in this study.

There are no dams or levees in the Taylor County. Therefore, this hazard is not applicable with respect to this planning process.

B. Vulnerability Analysis

Taylor County is affected by a variety of natural hazards. The State of Florida has compiled significant data about some of these hazards and the potential economic impact for each county and city. The data has been used to develop a modeling and reporting system called MEMPHIS (Mapping for Emergency Management, Parallel Hazard Information System) that has been used by Taylor County to estimate its vulnerability. The following charts below show a high-level vulnerability analysis for both Taylor County and the City of Perry for the hazards included in the MEMPHIS system.

These charts represent "ELVIS" - the Economic Loss Vulnerability Index System. ELVIS allows a comparison of the relative risk of various hazards through the use of loss costs. A loss cost is the long-term average of the damage a hazard causes. They are usually expressed in terms of loss per $1000 of exposure per year.

The ELVIS data was updated for 2010 by applying a growth factor to the data. According to the Florida Department of Revenue, Taylor County property assessments, based on just values, real, personal, and centrally assessed property, grew by 31.5% between 2005 – 2009. Given the coefficients used in the ELVIS and MEMPHIS data sets do not change with time, they did not need to be adjusted. The growth factor of 31.5% is applied to the value of loss estimates between 2005 and 2009. Even though there was a significant down turn in the national economy in 2009, that data is not available for this report, but tax assessors estimate that the lowered property values are expected to be temporary, and will return to normal in the near future.

Table IV.B.1: Comparative Tax Revenues – Taylor County

Florida Department of Revenue – Property Tax Oversight Comparative Statement of 2005-2008 Tax Rolls for Just Values, Real, Personal and Centrally Assessed Property				
Year	2005	2006	2007	2008
Tax Rolls	$1,759B	$2,010B	$2,213B	$2,312B
% Change (+)		14.26%	10.12%	4.47%

Source: 2008 Florida Property Valuations and Tax Data, April 2009, Florida Department of Revenue

The loss values for Taylor County and the City of Perry have been calculated based on the hazards the jurisdiction is vulnerable to based on the LMS Working Group. The combined vulnerability of the jurisdictions is significant, and adds credence to the need to reduce the community's risk and vulnerability to these hazards.

Table IV.B.2: Loss Values – Taylor County

Loss Values for Taylor County per $1,000 by FDOR Use Code						
Hazard	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Wind	0.6206	0.7864	0.6206	0.6206	0.6206	0.6206
Wind (5mph)	0.3756	0.4776	0.3756	0.3756	0.3756	0.3756
Flood	2.0729	1.9694	1.8866	2.0729	2.0729	2.1354
Flood (1ft)	1.6809	1.5968	1.5296	1.6809	1.6809	1.7313
Earthquake	0.0069	0.0066	0.0071	0.0071	0.0059	0.0071
Sinkhole	0.0223	0.0212	0.0237	0.0223	0.0244	0.0230
Forest Fire	0.0273	0.0273	0.0273	0.0273	0.0273	0.0273
Exposure	$1.126B	$222.93M	$45.32M	$645.47M	$581.44M	$1.64B

Table IV.B.3: Loss Values – City of Perry

Loss Values for the City of Perry per $1,000 by FDOR Use Code						
Hazard	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Wind	0.5781	0.7327	0.5781	0.5781	0.5781	0.5781
Wind (5mph)	0.3524	0.4480	0.3524	0.3524	0.3524	0.3524
Flood	0.0200	0.0190	0.0182	0.0200	0.0200	0.0206
Flood (1ft)	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Earthquake	0.0069	0.0066	0.0071	0.0071	0.0059	0.0071
Sinkhole	0.0324	0.0307	0.0343	0.0324	0.0353	0.0333
Forest Fire	0.0224	0.0224	0.0224	0.0224	0.0224	0.0224
Exposure	$504.72M	$27.54M	$30.52M	$256.66M	$344.45M	$57.23M

C. Vulnerability to Future Building, Infrastructure, and Critical Facilities

Taylor County is a rural county that has experienced modest growth since 2000. According to the Bureau of Economic and Business Research (BEBR) at the University of Florida, Taylor County has increased its resident population from 19,256 (2005) to 21,546 (2008), representing a 12% increase in growth since 2005. The LMS Working Group has determined that due to the rural and agricultural nature of the county, and its main population center of Perry, there is only a moderate increase in vulnerability in the near future. This is also exacerbated by the downturn in the national economy, beginning in 2009. Taylor County experienced negative impacts from the downturn, but they are expected to be short-lived. The LMS Working Group does not believe that any significant new construction of critical facilities, infrastructure, or buildings will occur in Taylor County that would affect the current vulnerability analysis.

Future growth will occur over time, though. To underscore the importance of wise, sustainable growth, under the leadership of the Taylor County Board of County Commissioners, the County developed its vision and growth road map for the next 50 years. Based on historical events in nearby counties, Taylor County is preparing itself for what could be an extended period of growth, some of which would be in high hazards areas. Opportunities abound to ensure future growth occurs in a risk-free manner concurrent with

the vision of where the County wants to be in the next 50 years. A brief summary of *"Taylor County Vision 2060"* follows.

D. Taylor County Vision 2060

As the population boom continues in the State of Florida, all portions of the state will continue to experience economic growth opportunities. Taylor County and the Nature Coast region will be no exception to this growth trend. Using data from the Bureau of Economic and Business Research (BEBR) for the period 2005-2030, the GeoPlan Center at the University of Florida predicts the state population will grow from 17.9 million in 2005 to 35.8 million in 2060. Because of the County's existing natural resources and features, proximity to the coastline, and the abundance of large tracts of rural land, Taylor County is a likely and attractive location for new growth and development.

The Vision 2060 Plan sets forth the foundation for future recommendations and strategies directed at allowing Taylor County to experience a healthy rate of growth in the most sustainable manner; one that will help protect those areas of the County that are unique from a historical, cultural, economic and environmental standpoint.

Based on the lessons learned from the historical growth trends in neighboring counties, a 2060 target population was projected for Taylor County. It was determined that the County's population could grow between four (4) to seven (7) times the current population by 2060. The 2008 permanent population is approximately 22,000 people and it was conservatively estimated that the permanent population would grow to about 95,000 people (or 4 times its current growth) by 2060. Approximately 72,000 housing units (or 60,000 new housing units) will be needed to serve the population projected for 2060.

As Taylor County strives to diversify its economy and remove the Rural Area of Critical Economic Concern designation, structural changes, such as the development of a new factory, industrial park, resort, or retirement community must occur. Economic development cannot occur without an increased population and increased permanent workforce. The population projections of the Vision 2060 Plan, a reasonable 4X increase over 50 years, are intended to guide the County as it allocates land for sustainable growth and implements plans to spur economic development. Unlike the five neighboring counties reviewed for the Vision 2060 effort, Taylor County will use its Vision to proactively manage and direct its growth to areas that can be efficiently served by infrastructure and services, thereby limiting urban sprawl.

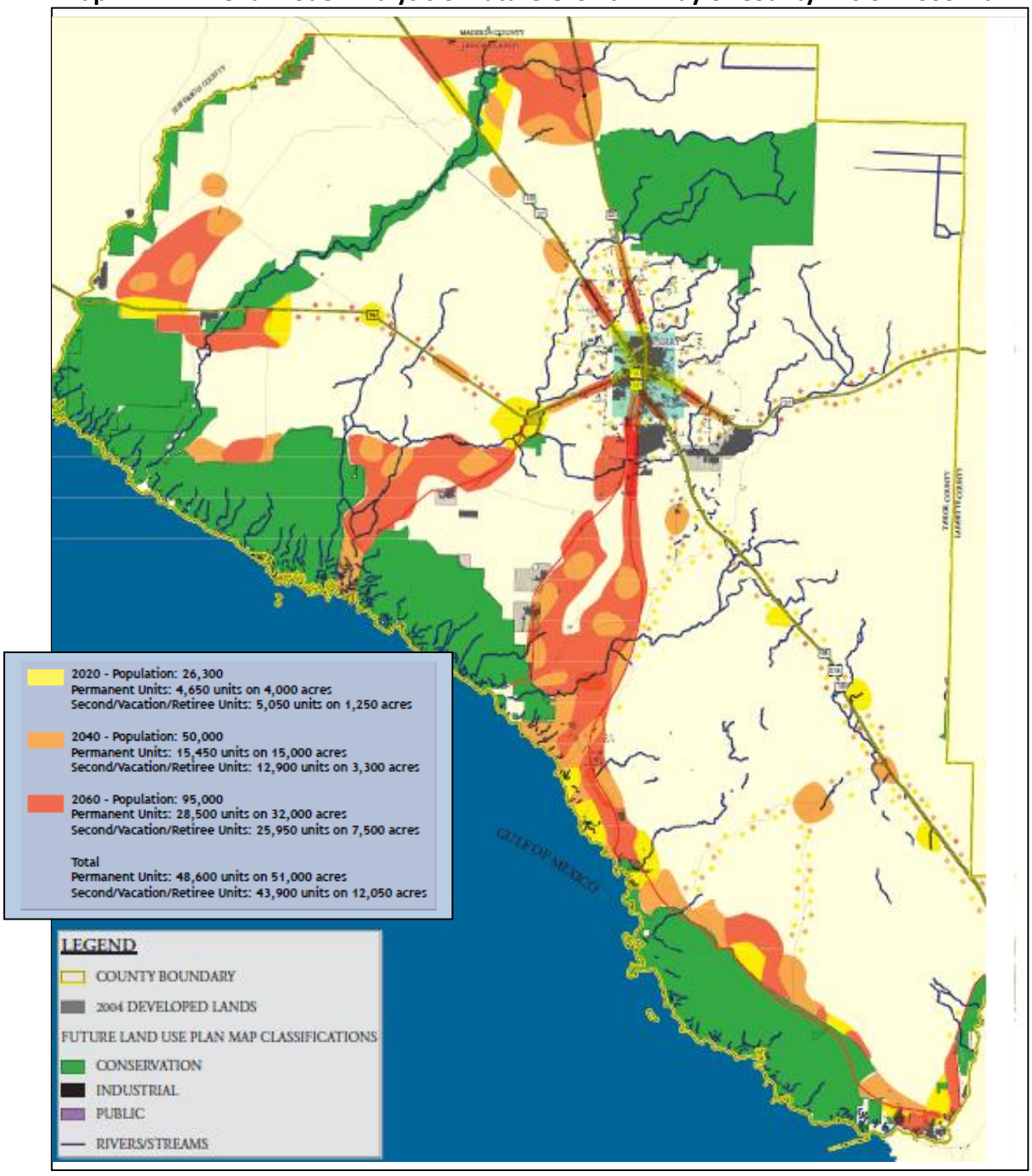
Table IV.D.1: Taylor County Projected Population 2007 - 2060

	2007	2020	2040	2060
Population Projections	20,220 (Actual)	26,300	50,000	95,000
% Growth		30.0%	90.1%	90.0%
BEBR/1000 Friends		24,140	27,879	32,190

Source: Taylor County Vision 2060 Plan, 2009

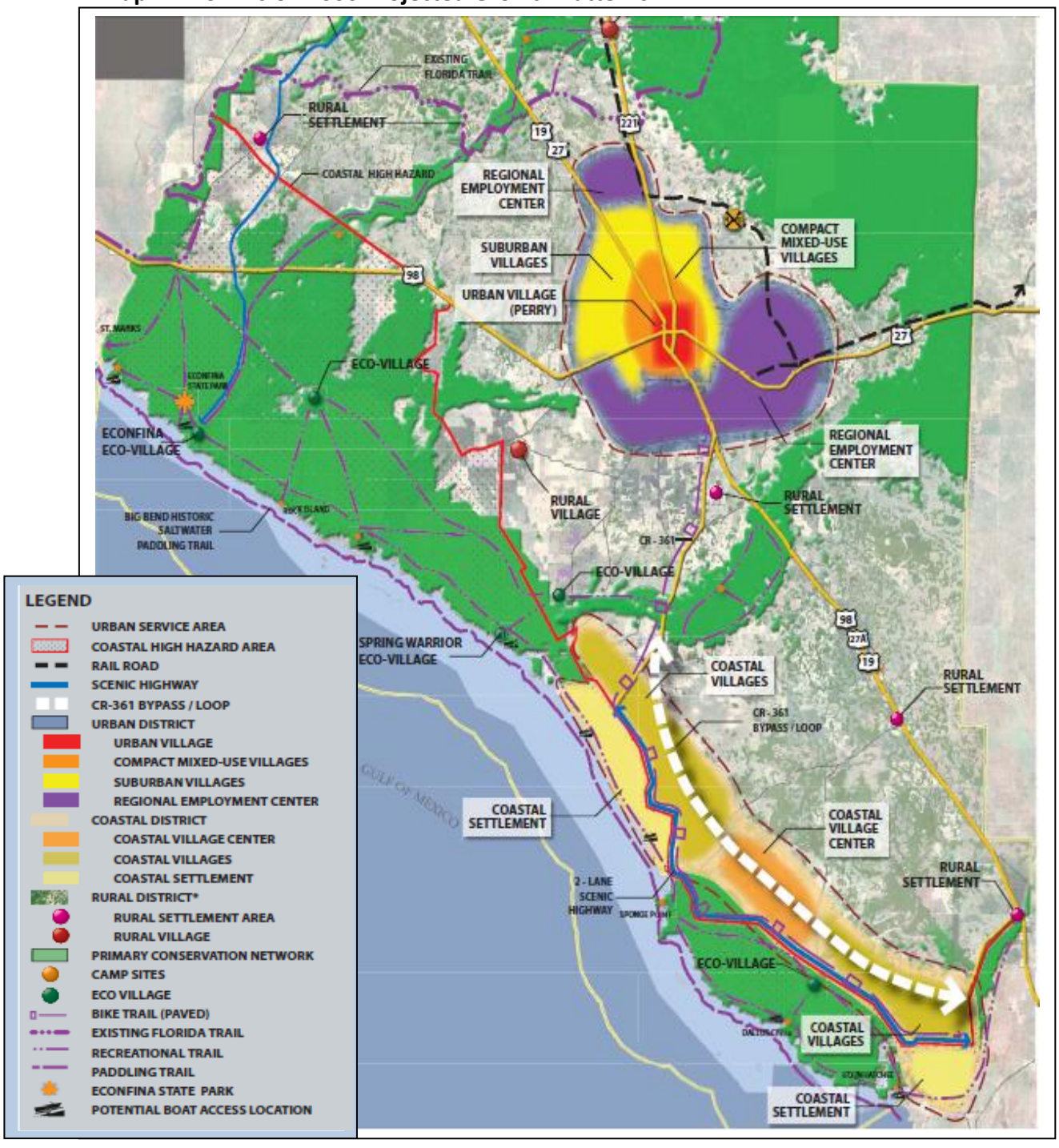
The following map was developed to estimate the areas of future growth, and will be incorporated into the Taylor County Comprehensive Plan. As can be noted, there will be development pressure placed on the coastal high hazard area, and areas next to rivers that can flood. Development will be guided by county standards that will ensure such growth will not impede floodways, and built to withstand the surge and wind impacts of Taylor County's frequent impact from hurricanes.

Map IV.D.2: Trend Model Analysis of Future Growth in Taylor County Vision 2060 Plan



As can be seen above, there will be development pressure to build in coastal areas and other hazardous areas. The key will be to build wisely, and mitigate future impacts through codes and ordinances designed to reduce the vulnerability of the residents who will decide to live in Taylor County. The following is a composite map of the Vision 2060 Plan for Taylor County.

Map IV.D.3: Vision 2060 Projected Growth Patterns



Approximately 16% of the land area in the *Vision 2060 Plan* is located within the Urban Service Area (USA), with 84% remaining in the Rural Service Area (RSA). The *Vision 2060 Plan* can accommodate between 50,000 and 188,000 new housing units.

While the *Vision 2060 Plan* will serve as a guide to the County as it considers amendments to its Comprehensive Plan, it is recognized that future amendments to the Plan must be consistent with the requirements of Chapter 163, Part II, Florida Statutes, which will ensure the reduction of risk from coastal hazards.

E. Methodology for Estimating Potential Losses

Throughout the process of updating and analyzing the hazards that affect Taylor County, the LMS Working Group has worked to understand the financial implications. Major Disasters and small isolated events all have a financial impact on the community in terms of damaged building and infrastructure as well as losses in productivity. Therefore, no hazard analysis would be complete without an estimate of the potential losses that may occur. With this in mind, the LMS Working Group has used a variety of qualitative and quantitative data sources to make these estimations.

As was previously stated in Section IV.B, the ELVIS data was updated from 2005 by applying a growth factor to the data from the U.S. Census – 2008 estimates. According to the Florida Department of Revenue, Taylor County property assessments, based on just values, real, personal, and centrally assessed property, grew by 31.5% between 2005 – 2009. Given the coefficients used in the ELVIS and MEMPHIS data sets do not change with time, they did not need to be adjusted. The growth factor of 31.5% is applied to the value of loss estimates between 2005 and 2009. Even though there was a significant down turn in the national economy in 2009, that data is not available for this report, but tax assessors estimate that the lowered property values are expected to be temporary, and will return to normal in the near future. In addition, the vulnerable population estimates were equally adjusted to reflect a population growth rate of 12% since 2005. Vulnerable structures were equally adjusted to reflect the corresponding 12% population growth rate, a 28% increase in mobile homes between 2005-2009, a 20% growth in commercial structures, and a 3% growth rate in agricultural and government/institutional facilities. These growth factors come from a variety of sources that include tax rolls, the Bureau of Economic and Business Research (BEBR) at the University of Florida, State Department of Agriculture and Consumer Affairs, the Taylor County Tax Collectors/Property Assessor's Office, and the Chamber of Commerce.

1. The following lists the major elements of the methodology for estimating potential losses for the 2010-updated plan:

- Florida Department of Revenue 2009 Evaluation of Property Tax for Taylor County.
- MEMPHIS system – The state's MEMPHIS system was incorporated into the Taylor county estimates for potential losses for each hazard, and updated for 2010.
- Historical Events – Financial Information about the major past events was analyzed to try and determine overall costs and future trends.

- Personal Knowledge – Members of the LMS Working Group contributed their personal memories and ideas about hazard impact and the subsequent vulnerability.
- Hazard Research – Multiple primary and secondary sources were consulted and the subsequent research about hazards and their potential losses was incorporated into the estimating methodology.
- LMS Working Group Meetings – The list of hazards and their vulnerability was vetted through the LMS Working Group for the 2010 update. There were no new hazards listed, and the vulnerability and risk ratings remained the same.

2. MEMPHIS System Methodology for Estimating Losses

The Primary methodology for the loss estimates was the use of the MEMPHIS vulnerability analysis system provided by the State of Florida. For the 2010 update, the MEMPHIS estimates of loss were updated using current 2009 tax valuations for Taylor County and the other factors identified in Section IV.E. A growth coefficient of 0.315 was applied to the MEMPHIS values as a method to update the data, which represents the taxable growth factor in all properties in Taylor County. Although this only provides an estimate of loss, the methodology provides a realistic estimate of loss expected from known hazards. The following information details the methodology generally used by the MEMPHIS process for each of the natural hazards.

a. Hurricanes/Tropical Storms/Winter Storms

Historical storms (past 153 years for tropical storms and past 50 years for winter storms) were simulated using the TAOS model, version 10.2. Winds, wave, rainfall, and storm surge perils were computed, and hazard zones created. Flood zones and wind layers were created, and tables were created based on percent damage expected. Additionally, FEMA Flood Insurance Rate Map (FIRM) data was ingested, and the tabular data sets were run for comparison.

b. Tornadoes

Tornado track data since 1950 from the National Weather Service was analyzed to determine the annual probability that a tornado would cause damage to a structure in each 90m grid cell in Florida. The data was stratified into four annual probability classes: High risk (1 in 100 or greater), Medium risk (1 in 101 to 1 in 250), or low (1 in 250 to 1 in 500 chance).

c. Tsunami

Tsunami risk in Florida is difficult to assess, as there are minimal reliable historical records. Consequently, simulation techniques were used. Three classes of initiating events were simulated: Caribbean volcanic events, Caribbean and Central American earthquakes, and East Atlantic (Azores) volcanic events. In general, in north Florida, these events produced at worst a 4-meter wave, while in some parts of south Florida this value grew to nearly 6 meters. Expert opinion suggests that this would be approximately a 1 in 500-year event. Note that these tsunami zones are all smaller than those of a category 5 hurricane, which is probably an event of comparable frequency. However, a tsunami wave from the Azores would more than likely

inundate virtually the entire Atlantic coastline, as opposed to only a few dozen miles of coastline in the case of a hurricane.

d. Forest Fire Potential

The forest fire/wildfire potential map was created by reclassifying the land cover data sets created for the hydrologic models. These data sets were reclassified to equate the Anderson Level II classification to fuel models used in the National Fire Danger Rating System (Burgan et al, 2000). These fuel models are an indication of the ability of a fire to start and spread in the given terrain type, and are used as the input to the Fire Potential Index as well as fire spreading models. The resulting map was compared with the NFDR Fuel Model Map created by the US Forest Service (USFS). The NFDR Fuel Model Map is used for the next generation fire danger rating system being developed by USFS, and is a nationwide map at a resolution of 1000 meters per grid cell based on data from 1997. The MEMPHIS/ELVIS map for Florida is at a resolution of 90 meters, and compares well the much more general national map while providing a great deal of additional detail, as well as being more up to date.

Each of the fuel models was assigned to a risk code of "low", "medium", or "high", based on fire spreading potential during a climatologically "dry" year, and processed with the statewide parcel database to create the tables supplied with the LMS analysis. The mode of the fuel types within 500 meters of the parcel was used to determine risk category for the parcel.

e. Sinkhole Potential

Sinkhole potential was determined according to points assigned to each 90m grid cell in the state. Three classes of points were assigned, for distance to historic sinkholes, geology, and soils:

- 2 points if cell was within 2000m of an existing sinkhole;
- 1 point if cell between 2000m and 5000m of an existing sinkhole;
- 1 point if the cell was in the same USGS surface geologic unit as an existing sinkhole;
- 1 point if the cell was in the same NRCS soil unit as an existing sinkhole.

Thus, each cell was assigned a value from 0 to 4:

0: no significant risk
1: low risk
2: moderate risk
3: high risk
4: very high risk.

f. Earthquakes

The USGS 50 year 10% likelihood data set was used to assign earthquake risk. The peak ground acceleration (PGS) value was used to create four zones:

< 0.01g	Almost none
0.01g	Minimal (0.01, 0.02)
0.02g	Very low (0.02, 0.03)
0.03g	Low (0.03, and higher

Note that the earthquake risk, even in the highest risk zone in the state, is quite small.

g. Exposure Data Base

The 2000 Department of Revenue Tax Records and Census 2000 data sets were used to create the structure inventory database. First, the DOR records were address matched against the TIGER Road files. This resulted in positions for approximately 70% of the records statewide. The remaining records were either partial matched (15%), matched to the zip code (5%), or to the nearest TRS point (10%). The resulting loss estimates were updated for 2010 using the 2009 FDOR tax inventory database.

V. Hazard Vulnerability Analysis

A. Hurricanes and Tropical Storms

1. Characteristics

A hurricane is a tropical storm with winds that have reached a constant speed of 74 miles per hour or more. Hurricane winds blow in a large counter clockwise spiral around a relative calm center known as the "eye". The "eye" is generally 20 to 30 miles wide, and the storm may extend outward as much as 400 miles. As a hurricane approaches, the skies will begin to darken and winds will grow in strength. As a hurricane nears land, it can bring torrential rains, high winds, and storm surges. A single hurricane can last for more than two weeks over open waters and can run a path across the entire length of the eastern seaboard. August and September are the peak months during the Atlantic hurricane season that lasts from June 1 through November 30.

Most of the 45 mile coastline for Taylor County is tidal marsh, all of which lies within the hurricane flood zone. The flood zone extends 2 to 8 miles inland from the coast. The three main hazards caused by a hurricane are: (1) storm surge: (2) high winds; and (3) rain induced freshwater flooding. The height of the storm surge above mean sea level varies with hurricane strength, direction of travel and location of landfall. In Taylor County a Category 1 hurricane can produce a surge height of 10 feet above mean sea level; Categories 2 & 3, a 24 foot surge; and Categories 4 & 5, 34 feet above mean sea level. During a Category 5 hurricane, surge induced flooding can occur over 10 miles inland. See the map below to see the 45 miles of coastline and the area shaded in blue marking the high hazard areas for the County.

August, September and October are peak months for Taylor County during the hurricane season that lasts from June 1 through November 30. Hurricane winds can vary from 74 mph to greater than 155 mph. High winds areas are a hazard to mobile homes which should be evacuated before hurricane landfall. The average hurricane drops between 5 to 10 inches of rain in the 24 hour it typically takes to pass over an area. This can cause extensive fresh water flooding. Over the past 168 years, [1852 – 2010] 39 tropical storms have impacted Taylor County.

The following graphics display the Coastal High Hazard Area, and the hurricanes and tropical storms impacting Taylor County.

Map V.A.1: Taylor County Coastal High Hazard Area

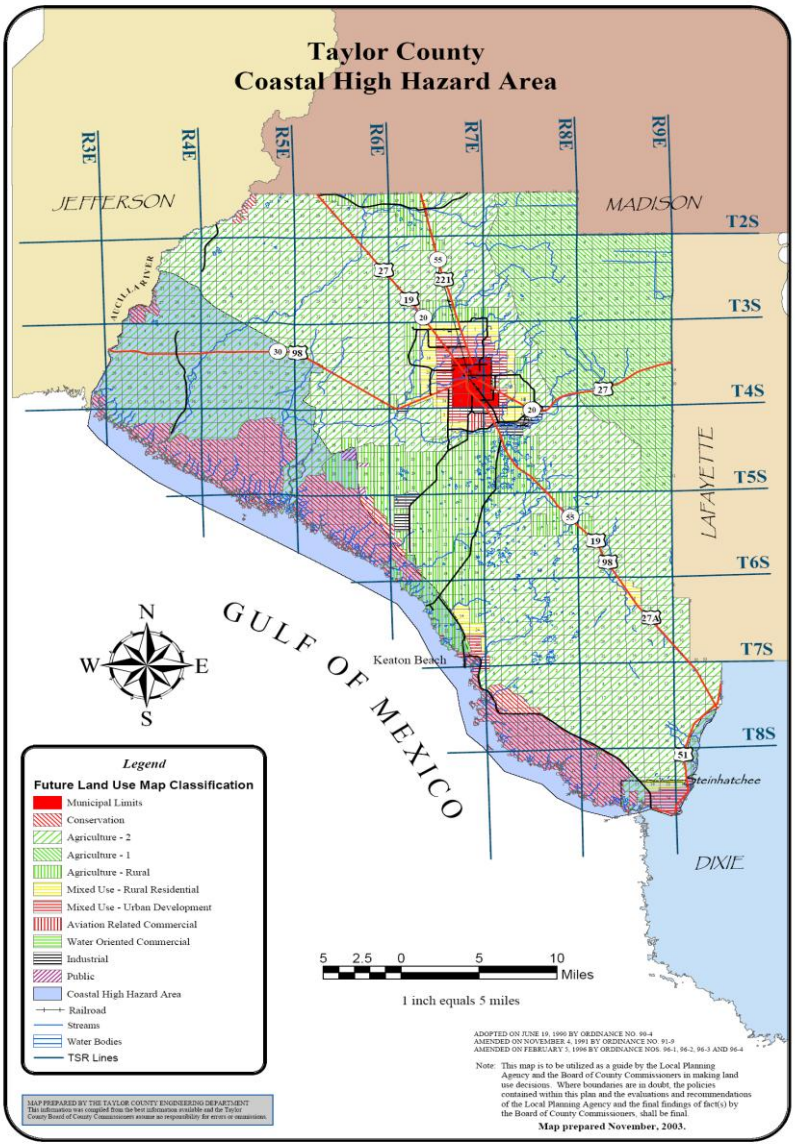
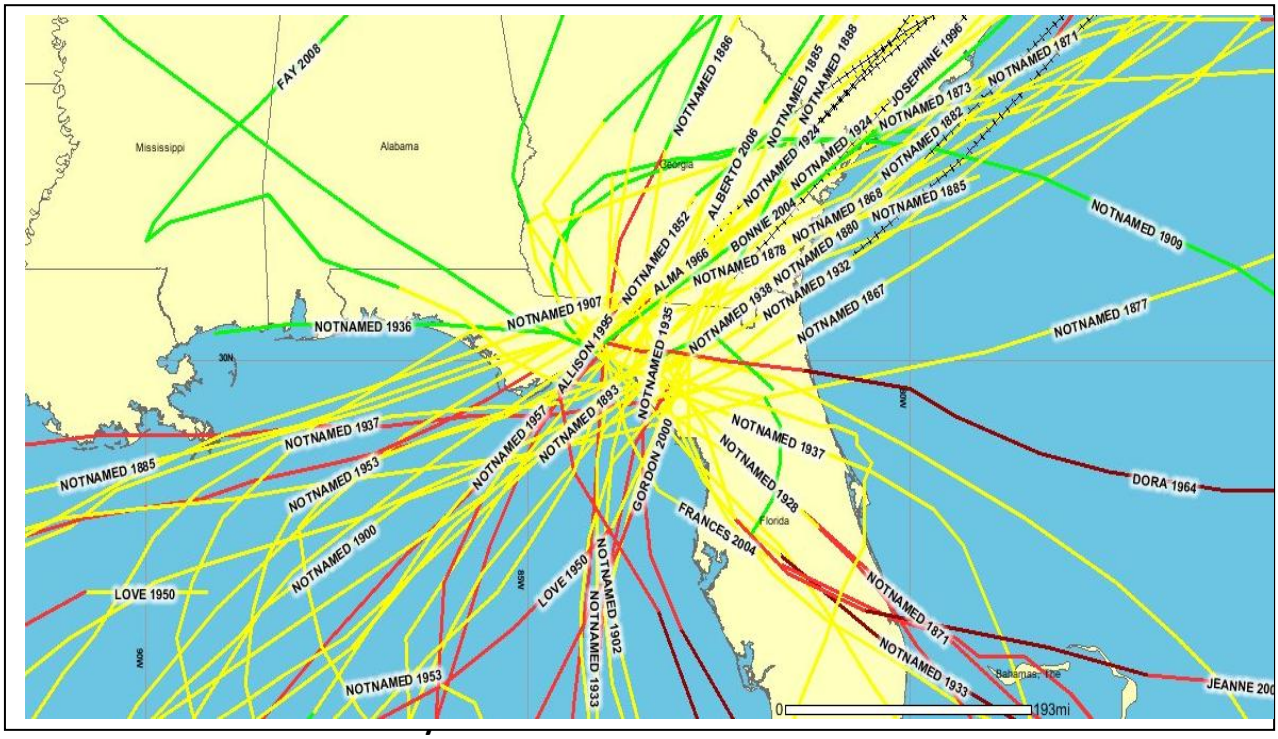


Table V.A.2: Tropical Storm History – Taylor County

Tropical Storms Passing Through or Within 25 NM From Taylor County 1852 - 2010													
YEAR	MONTH	DAY	STORM NAME	Wind Speed (kts)	PRESSURE (MB)	CATEGORY	YEAR	MONTH	DAY	STORM NAME	Wind Speed (kts)	PRESSURE (MB)	CATEGORY
1852	10	9	NOTNAMED	90	0	2	1933	9	5	NOTNAMED	45	0	TS
1867	10	6	NOTNAMED	70	0	1	1935	9	4	NOTNAMED	80	0	1
1868	10	4	NOTNAMED	50	0	TS	1936	8	22	NOTNAMED	40	0	TS
1871	10	5	NOTNAMED	60	0	TS	1937	9	21	NOTNAMED	35	0	TS
1873	9	19	NOTNAMED	70	0	1	1938	10	24	NOTNAMED	40	0	TS
1877	10	26	NOTNAMED	40	0	TS	1941	10	20	NOTNAMED	45	0	TS
1878	10	10	NOTNAMED	50	0	TS	1950	10	21	LOVE	60	0	TS
1880	9	8	NOTNAMED	50	0	TS	1953	9	20	NOTNAMED	50	0	TS
1882	10	11	NOTNAMED	70	0	1	1957	6	9	NOTNAMED	35	0	TS
1885	10	11	NOTNAMED	60	0	TS	1964	9	10	DORA	90	0	2
1886	6	21	NOTNAMED	85	0	2	1966	6	9	ALMA	80	981	1
1888	9	9	NOTNAMED	50	999	TS	1995	6	5	ALLISON	60	990	TS
1893	6	15	NOTNAMED	60	0	TS	1996	10	8	JOSEPHINE	60	983	TS
1900	10	12	NOTNAMED	40	0	TS	2000	9	18	GORDON	60	989	TS
1902	6	14	NOTNAMED	50	0	TS	2004	8	12	BONNIE	45	1002	TS
1907	6	29	NOTNAMED	50	0	TS	2004	9	6	FRANCES	55	982	TS
1909	6	30	NOTNAMED	35	0	TS	2004	9	27	JEANNE	45	978	TS
1924	9	15	NOTNAMED	55	0	TS	2006	6	13	ALBERTO	45	996	TS
1928	8	10	NOTNAMED	35	0	TS	2008	8	22	FAY	45	996	TS
1932	9	15	NOTNAMED	45	0	TS							

Map V.A.3: Hurricanes and Tropical Storms Impacting Taylor County: 1852-2010



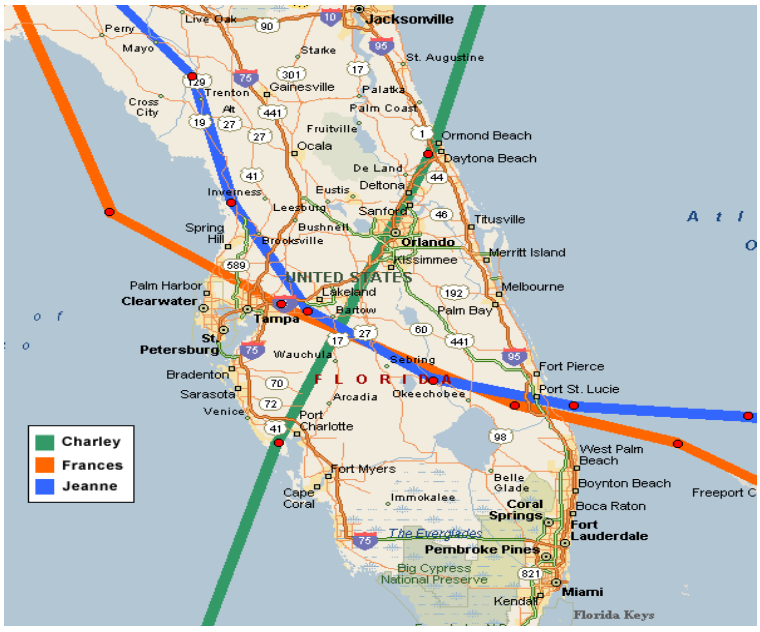
On March 12-13, 1993, the Taylor County coast was hit by a Winter Storm that was eventually named the Storm of the Century. The entire coastline was devastated by a 12-

foot storm surge with four to six feet of wave action that lasted three hours, equal to a low category 1 hurricane. Eleven people lost their lives on Dekle and Keaton Beaches. Multiple homes and structures were damaged including four homes in Dekle Beach, a Motel and all the docks and marinas. Total Winter Storm damage estimates were placed at fifty million dollars in personal property damages. As a result, a Presidential declaration was issued for the cost of restoration and response. In Taylor County alone, this amount was placed at above $2.0 Million and the County received approximately $1.5 Million from FEMA in Public Assistance in response to this rare winter coastal storm.

3. The 2004 Hurricane Season

The 2004 hurricane season was unprecedented with four major storms hitting the United States, each causing significant damages. The four storms included Frances, Jeanne, Ivan, and Charlie. Taylor County was luckily not directly hit by any of the four hurricanes, however the County was impacted by the storms nonetheless. Taylor County was on alert and was prepared for impact from both Ivan and Charlie. However Charlie turned east and hit the area near Sarasota and Ivan continued north to make landfall near the Florida-Alabama border. The other two storms, Frances and Jeanne made landfall on the east coast of Florida but both traveled over Taylor County as the systems weakened. See the map below showing the storm paths. In the aftermath of these four storms, there was significant debris throughout the county with three huge piles remaining. Many houses experienced roof damage and a police vehicle was damaged. Power outages lasted for up to 7 days and affected 1000's throughout the southern part of the county. All four storms were federally declared events.

Map V.A.4: 2004 Hurricane Season - Florida



4. Probability

Hurricane season is an annual event that produces a series of storms that randomly impact locations throughout the Caribbean, the Gulf of Mexico and the entire eastern seaboard of the

United States. The probability of a hurricane occurring and causing damage is very high. Eventually a storm will strike Taylor County either directly or indirectly. It is difficult to predict when a storm will hit, where exactly it will strike, the intensity, or the duration, however it is very important for Taylor County to prepare for hurricanes and adopt responsible mitigation measures to lessen the potential damages. This represents an elevated probability based on prior year's actual occurrences.

Table V.A.5: 2010 Tropical Cyclone Landfall Probabilities – Taylor County Florida

Current State Data (Climatology in Parentheses):

State Name	Probability of Hurricane Impact	Probability of Major Hurricane Impact
Florida	63.1% (51.0%)	28.1% (21.0%)

Current Regional Data (Climatology in Parentheses):

Region Number	Probability of 1 or More Named Storms Making Landfall in the Region	Probability of 1 or More Hurricanes Making Landfall in the Region	Probability of 1 or More Intense Hurricanes Making Landfall in the Region
4	38.4% (29.3%)	18.9% (13.9%)	2.2% (1.6%)

Current Taylor County Data (Climatology in Parentheses):

County Name	Probability of 1 or More Named Storms Making Landfall in the County	Probability of 1 or More Hurricanes Making Landfall in the County	Probability of 1 or More Intense Hurricanes Making Landfall in the County	Probability of Tropical Storm-Force (>= 40 mph) Wind Gusts in the County	Probability of Hurricane-Force (>= 75 mph) Wind Gusts in the County	Probability of Intense Hurricane-Force (>= 115 mph) Wind Gusts in the County
Taylor	7.5% (5.4%)	3.3% (2.4%)	.4% (.3%)	29.2% (21.9%)	8.7% (6.3%)	2.2% (1.6%)

50 Year Regional Data:

Region Number	50 Year Probability of 1 or More Named Storms Making Landfall in the Region	50 Year Probability of 1 or More Hurricanes Making Landfall in the Region	50 Year Probability of 1 or More Intense Hurricanes Making Landfall in the Region
4	>99.9%	>99.9%	54.8%

50 Year Taylor County Data:

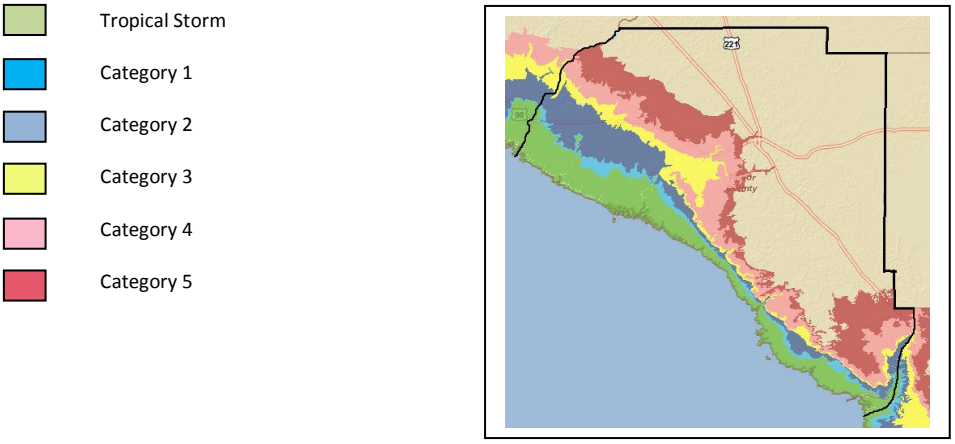
County Name	50 Year Probability of 1 or More Named Storms Making Landfall in the County	50 Year Probability of 1 or More Hurricanes Making Landfall in the County	50 Year Probability of 1 or More Intense Hurricanes Making Landfall in the County	50 Year Probability of Tropical Storm-Force (>= 40 mph) Wind Gusts in the County	50 Year Probability of Hurricane-Force (>= 75 mph) Wind Gusts in the County	50 Year Probability of Intense Hurricane-Force (>= 115 mph) Wind Gusts in the County
Taylor	94.2%	70.2%	11.8%	>99.9%	96.5%	55.4%

Note: The United States Landfalling Hurricane Web Project has been co-developed by William Gray's Tropical Meteorology Research Project at Colorado State University and the GeoGraphics Laboratory at Bridgewater State College.
Source: http://landfalldisplay.geolabvirtualmaps.com/

5. Hurricane Vulnerability Analysis

The area along the coastline is the area most vulnerable to hurricanes, however the entire County is at risk from a direct hit from a category 3, 4, or 5 event. Approximately 3,000 persons live in the coastal areas especially in the communities of Dark Island, Dekle Beach, Keaton Beach, Ezell and Cedar Island. Every year there are multiple evacuation notices for citizens along the coast. Over 300 persons live in flood-prone areas along the Steinhatchee, Aucilla and Econfina Rivers, another 600+ live in inland flood-prone area

(mainly around Perry), and an additional 1,700+ persons live in non-flood prone area mobile homes. During scallop season from July through September, the population of Steinhatchee increases from 3,200 to approximately 8,500. In the event of a hurricane, all these persons would be vulnerable to surge, flooding, and high winds.



Map V.A.6: Taylor County Hurricane Surge Inundation Zones

The low-lying coastline and shallow bathymetry along the coast of Taylor County can produce some of the largest storm surges in the nation. In fact, Taylor County's potential storm surge is only surpassed worldwide by those that occur in Bangladesh along the Indian Ocean. The storm surge from a Category 2 or above will damage and close Highway 98 and would call for the immediate evacuation of the 1,200 prisoners at the nearby state prison. During a hurricane and its aftermath, the primary issues will be isolation due to debris in roads, power outages, lack of telephone service, and difficulty with notification and contact with the 200+ special needs citizens in the county.

Of the 67 critical facilities designated by the LMS Working Group in 2009, 21 of these locations are in the coastal high hazard area. The map below approximately identifies the location of each facility. Note: Because of the close proximity of several of the critical facilities, individual markers on the map may represent several critical facilities.

Map V.A.7: Critical Facilities Vulnerable To Hurricane Surge Impacts



INDUSTRIAL

Martin Electronic	10625 Puckett Road
Florida Gas Transmission Station	Pisgah Road, County Road 361

TAYLOR COUNTY SCHOOLS

Steinhatchee School	1209 1st Ave. SE, Steinhatchee

COUNTY GOVERNMENT

Taylor County Correctional Facility	County Road 356 West
TC Correctional Facility Water Treatment	County Road 356 West
Econfina Volunteer Fire Dept.	Econfina Road
Keaton Beach Vol. Fire Dept	Beach Road
Taylor County FD – Steinhatchee	12th St. SE – Steinhatchee

COUNTY DISPOSAL SITES

Shady Grove Roll-Off	CR – 14A
98/14 Roll-Off	CR – 14 (near Econfina)
Blue Springs Roll-Off	Blue Springs Lake Rd. – Keaton Beach
Steinhatchee Roll-Off	CR 361 – Steinhatchee
Blue Creek Land Fill	CR 361 (inactive)
Dekle Beach Landfill	CR 361 at Beach Road (Inactive)
Steinhatchee Landfill	CR 361 - Steinhatchee

STATE GOVERNMENT

Taylor Correctional Institute	8501 Hampton Springs Road

WATER/WASTEWATER TREATMENT

Taylor Coastal Water & Sewer District	18820 Beach Rd. Keaton Beach
Big Bend Water & Sewer Authority	1313 First Ave. SE Steinhatchee

OTHER UTILITIES

Tri-County Electric Cooperative	Perry Sub – US 19S at Beach Road Steinhatchee Sub Hwy 51

OTHER HURRICANE SHELTERS

Fellowship Baptist Church	1st Ave, Steinhatchee

6. Future Development and Hurricanes

Taylor County is growing but the growth is relatively slow. In anticipation of future development pressure in the coastal areas, the County developed the *Vision 2060 Plan*, mentioned in Section IV. In the next fifty years, the County could experience significant growth. The *Vision 2060 Plan* can accommodate between 50,000 and 188,000 new housing units, most of which would be located in an area vulnerable to coastal hurricanes. Dekle Beach, Keaton Beach, Dark Island, Ezell, and Spring Warrior would all be impacted. This new development will increase the overall vulnerability of Taylor County to hurricanes and tax the existing infrastructure for basic services, response, and recovery. As this development continues, it will be necessary for the LMS Working Group to update this plan to consider these increased risks and implement appropriate mitigation measures.

There is also growth and development in the City of Perry, and this increasing population and economic base will increase the vulnerability to direct impacts from larger storms.

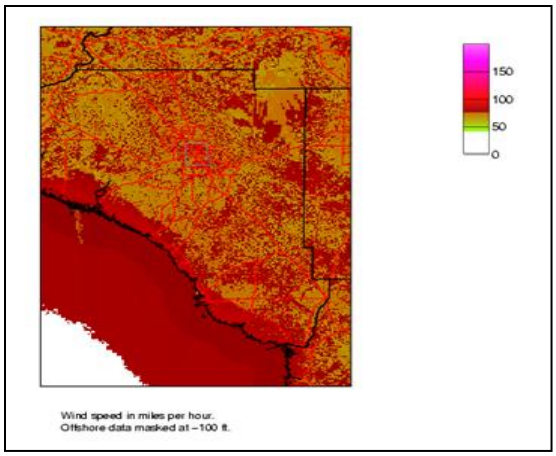
7. City of Perry - Vulnerability

Based on the hurricane's strength and landfall position, the vulnerable areas, facilities, and populations will vary. Obviously the stronger the storm, the more potential damage to the County, however the primary area-at-risk is along the coastline. With this in mind the risks and vulnerability for the City of Perry is not substantially different from the risks to the unincorporated county. For this reason, no specific or individualized research and analysis has been performed for the City. All of the following maps and analysis numbers are equally valid for the City of Perry as for the entire County.

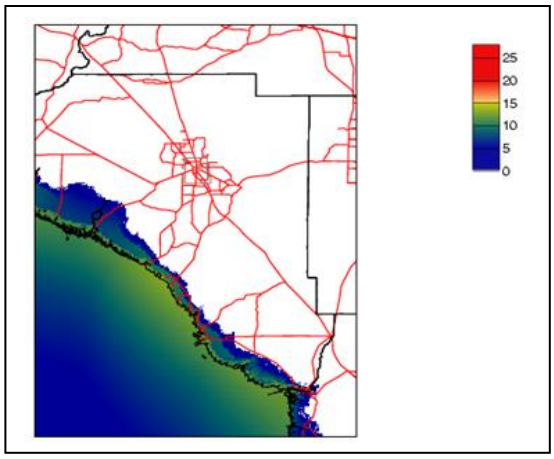
8. Vulnerability Analysis from the MEMPHIS system

The following sets of maps and reports show the winds, water depths, and impact for all hurricane categories.

Maps V.A.8: Category 1 Hurricanes Hazards for Taylor County



Maximum Wind Speed



Maximum Water Depth

Impact Summary

Peak winds 87.mph, peak water depth 1.3ft.

Category 1 Maximum Damage Summary:

Tax Parcel based Wind Damage:	$ 83.27 Million	
DOR based Flood Damage:	$ 63.62 Million	
DOR Structures in Flood Zone:	1421	
Census based Wind Damage:	$ 66.34 Million	
Census based Flood .Damage:	$ 0.00 dollars	
Uninhabitable Housing Units:	113	0.8% of total HU.

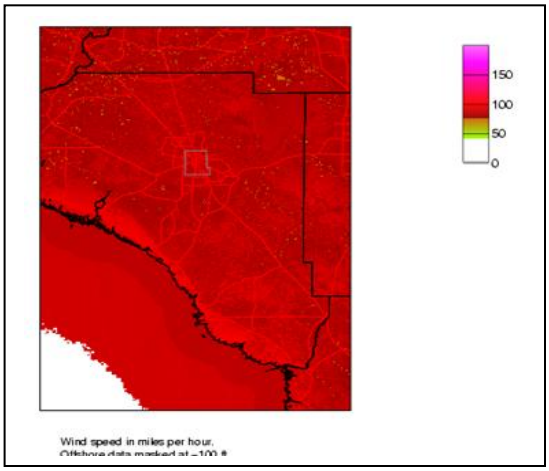
Tables V.A.9.a-c: Risk Estimates Cat I – Taylor County

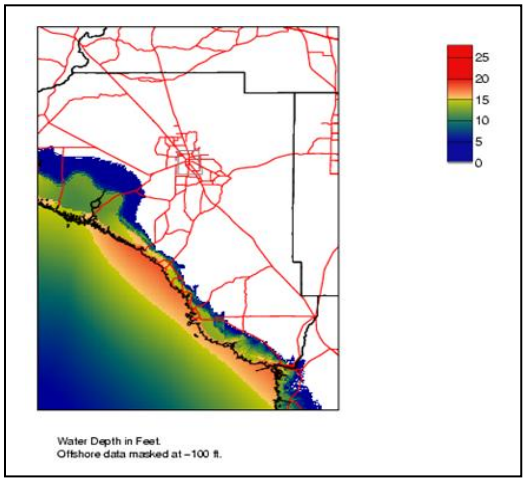
Countywide Population at Risk for Category 1 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
Total	21546	21546	10078	0	0
Minority	4977	4977	2134	0	0
Over 65	2966	2966	1597	0	0
Disabled	9213	9213	4795	0	0
Poverty	3616	3616	2066	0	0
Lang Iso	0	0	0	0	0
Sing Pnt	1462	1462	775	0	0

Countywide Structures at Risk for Category 1 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
SF Res	5725	5725	3561	0.00	596
Mob Home	3517	3517	2137	0	436
MF Res	567	567	417	0	184
Commercial	512	512	343	0	31
Agriculture	2888	2888	1381	0	114
Gov/Instit	274	274	152.44	0	25

Countywide Loss by DOR Use for Category 1 Maximum			
	Exposure	Loss	Percent Loss
SF Res	$1,126.05 M	$ 19.14 M	1.7%
Mob Home	$223.01 M	$ 18.73 M	8.4%
MF Res	$45.34 M	$ 634.76 K	1.4%
Commercial	$645.72 M	$ 11.62 M	1.8%
Agriculture	$581.66 M	$ 8.72 M	1.5%
Gov/Instit	$ 1.64 B	$ 24.6 M	1.5%

Maps V.A.10: Category 2 Hurricanes Hazards for Taylor County





Impact Summary

Peak winds 107.mph, peak water depth 5.8ft.

Category 2 Maximum Damage Summary:

Tax Parcel based Wind Damage:	$ 250.11 Million	
DOR based Flood Damage:	$ 183.60 Million	
DOR Structures in Flood Zone:	2170	
Census based Wind Damage:	$ 177.74 Million	
Census based Flood .Damage:	$ 19.75 Million	
Uninhabitable Housing Units:	289	2.4% of total HU.

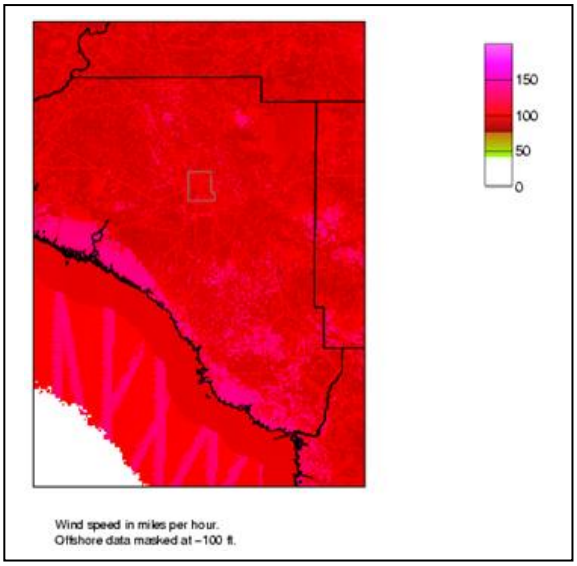
Tables V.A.11.a-c: Risk Estimates Cat 2 – Taylor County

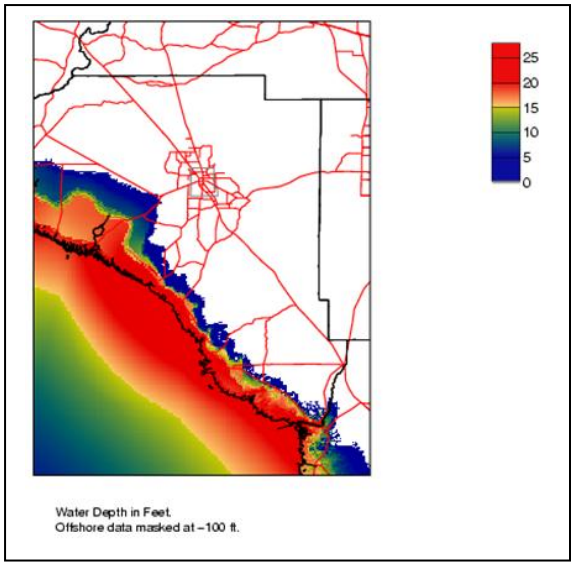
Countywide Population at Risk for Category 2 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
Total	21546	21546	21546	0	1353
Minority	4977	4977	4977	0	0
Over 65	2966	2966	2966	0	356
Disabled	9213	9213	9213	0	865
Poverty	3616	3616	3616	0	196
Lang Iso	0	0	0	0	0
Sing Pnt	1462	1462	1462	0	55

Countywide Structures at Risk for Category 2 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
SF Res	5725	5725	5725	5	849
Mob Home	3517	3517	3517	10	558
MF Res	567	567	567	2	206
Commercial	512	512	512	0	60
Agriculture	2888	2888	2888	2	174
Gov/Instit	274	274	274	0	32

Countywide Loss by DOR Use for Category 2 Maximum			
	Exposure	Loss	Percent Loss
SF Res	$1,126.05 M	$ 59.68 M	5.3%
Mob Home	$223.01 M	$ 47.72 M	21.4%
MF Res	$45.34 M	$ 2.13 M	4.7%
Commercial	$645.72 M	$ 33.59 M	5.2%
Agriculture	$581.66 M	$ 27.93 M	4.8%
Gov/Instit	$ 1.64 B	$ 78.72 M	4.8%

Maps V.A.12: Category 3 Hurricanes Hazards for Taylor





Impact Summary

Peak winds 127mph, peak water depth 11.6ft.

Category 3 Maximum Damage Summary:

Tax Parcel based Wind Damage:	$ 596.36 Million	
DOR based Flood Damage:	$ 330.80 Million	
DOR Structures in Flood Zone:	2798	
Census based Wind Damage:	$ 389.40 Million	
Census based Flood .Damage:	$ 76.44 Million	
Uninhabitable Housing Units:	648	5.6% of total HU.

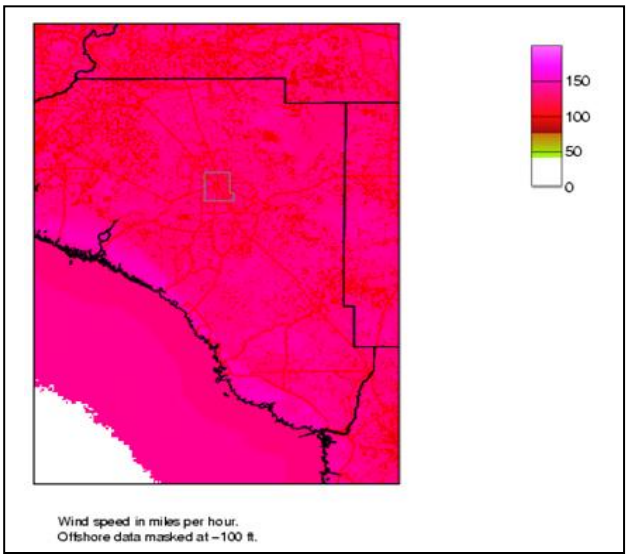
Tables V.A.13 a-c: Risk Estimates Cat 3 – Taylor County

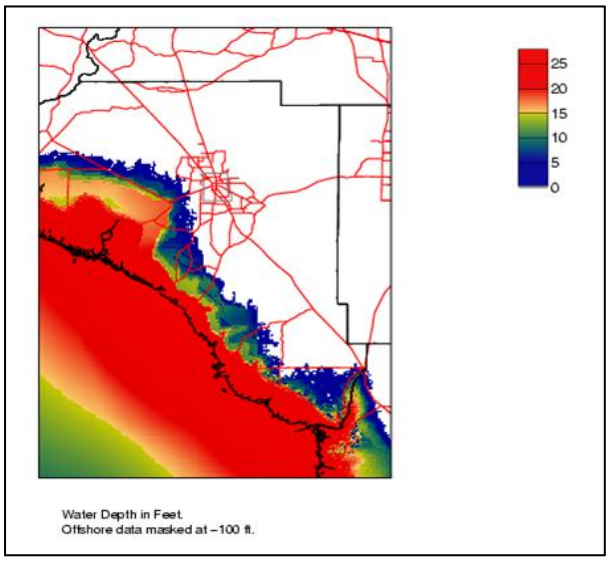
Countywide Population at risk for Category 3 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
Total	21546	21546	21546	3505	2027
Minority	4977	4977	4977	658	19
Over 65	2966	2966	2966	711	482
Disabled	9213	9213	9213	2052	1224
Poverty	3616	3616	3616	946	370
Lang Iso	0	0	0	0	0
Sing Pnt	1462	1462	1462	266	2027

Countywide Structures at Risk for Category 3 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
SF Res	5725	5725	5725	1237	1003
Mob Home	3517	3517	3517	1064	1075
MF Res	567	567	567	193	255
Commercial	512	512	512	91	61
Agriculture	2888	2888	2888	533	289
Gov/Instit	274	274	274	51.5	37

Countywide Loss by DOR Use for Category 3 Maximum			
	Exposure	Loss	Percent Loss
SF Res	$958.72 M	$ 122.72 M	12.8%
Mob Home	$217.08 M	$ 98.52 M	45.4%
MF Res	$38.62 M	$ 4.13 M	10.7%
Commercial	$589.25 M	$ 64.47 M	13.1%
Agriculture	$455.60 M	$ 77.3 M	11.9%
Gov/Instit	$1.29 B	$ 150.93 M	11.7%

Maps V.A.14: Category 4 Hurricanes Hazards for Taylor County





Impact Summary

Peak winds 153.mph, peak water depth 21.1ft.

Category 4 Maximum Damage Summary:

Tax Parcel based Wind Damage:	$ 1.33 Billion	
DOR based Flood Damage:	$ 532.47 Million	
DOR Structures in Flood Zone:	3715	
Census based Wind Damage:	$ 822.6 Million	
Census based Flood .Damage:	$ 128.06 Million	
Uninhabitable Housing Units:	1470	12.7% of total HU.

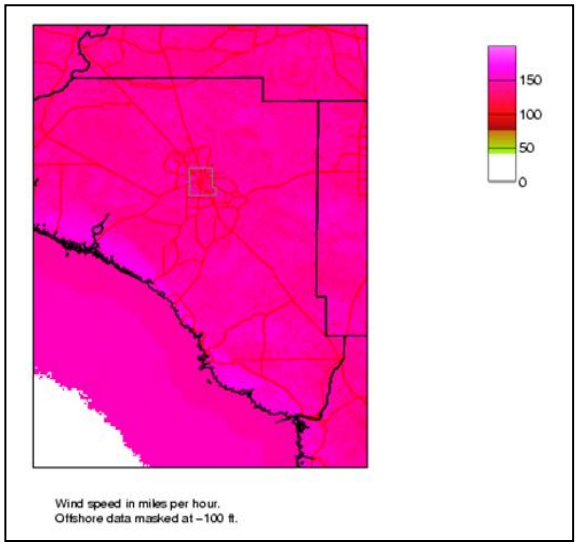
Tables V.A.15 a-c: Risk Estimates Cat 4 – Taylor County

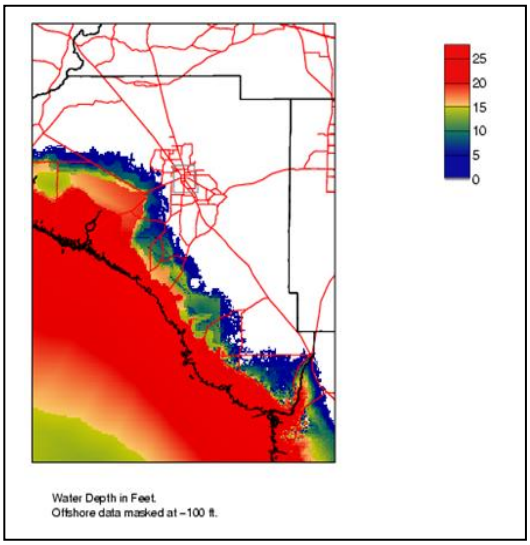
Countywide Population at Risk for Category 4 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
Total	21546	21546	21546	21370	1892
Minority	4977	4977	4977	4436	18
Over 65	2966	2966	2966	2957	450
Disabled	9213	9213	9213	9094	1142
Poverty	3616	3616	3616	3595	345
Lang Iso	0	0	0	0	0
Sing Pnt	1462	1462	1462	1455	75

Countywide Structures at Risk for Category 4 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
SF Res	5725	5725	5725	5602	1179
Mob Home	3517	3517	3517	3343	1399
MF Res	567	567	567	491	310
Commercial	512	512	512	602	71
Agriculture	2888	2888	2888	2783	585
Gov/Instit	274	274	274	270	47

Countywide Loss by DOR Use for Category 4 Maximum			
	Exposure	Loss	Percent Loss
SF Res	$959.07 M	$ 282.90 M	29.5%
Mob Home	$217.08 M	$ 187.70 M	86.5%
MF Res	$38.62 M	$ 10.04 M	26.0%
Commercial	$589.25 M	$ 171.4 M	29.1%
Agriculture	$455.60 M	$ 125.12 M	27.5%
Gov/Instit	$1.29 B	$ 353.46 M	27.4%

Maps V.A.16: Category 5 Hurricanes Hazards for Taylor County





Impact Summary

Peak winds 176.mph, peak water depth 22.2ft.

Category 5 Maximum Damage Summary:

Tax Parcel based Wind Damage:	$ 2.28 Billion	
DOR based Flood Damage:	$ 553.70 Million	
DOR Structures in Flood Zone:	3789	
Census based Wind Damage:	$ 1287.35 Million	
Census based Flood .Damage:	$ 128.06 Million	
Uninhabitable Housing Units:	2606	22.5% of total HU.

Tables V.A.17 a-c: Risk Estimates Cat 5 – Taylor County

Countywide Population at Risk for Category 5 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
Total	21546	21546	21546	21546	1892
Minority	4977	4977	4977	4977	18
Over 65	2966	2966	2966	2966	450
Disabled	9213	9213	9213	9213	1142
Poverty	3616	3616	3616	3616	345
Lang Iso	0	0	0	0	0
Sing Pnt	1462	1462	1462	1462	75

Countywide Structures at risk for Category 5 Maximum					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
SF Res	5725	5725	5725	5725	1192
Mob Home	3517	3517	3517	3517	1413
MF Res	567	567	567	567	314
Commercial	512	512	512	512	72
Agriculture	2888	2888	2888	2888	621
Gov/Instit	274	274	274	274	48

Countywide Loss by DOR Use for Category 5 Maximum			
	Exposure	Loss	Percent Loss
SF Res	$959.07 M	$ 511.15 M	53.3%
Mob Home	$217.08 M	$ 215.91 M	99.5%
MF Res	$38.62 M	$ 17.91 M	46.4%
Commercial	$589.25 M	$ 317.47 M	53.9%
Agriculture	$455.60 M	$ 225.07 M	49.4%
Gov/Instit	$1.29 B	$ 642.42 M	49.8%

B. Tornadoes and Severe Storms

Taylor County experiences severe storms (thunderstorms) that occasionally result in tornadoes. A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud. It is spawned by a thunderstorm (or sometimes as a result of a hurricane) and produced when cool air overrides a layer of warm air, forcing the warm air to rise rapidly. The damage from a tornado is a result of the high wind velocity and wind-blown debris. Tornado season is generally March through August, although tornadoes can occur at any time of year. They tend to strike between noon and midnight.

When a tornado threatens, individuals need to have a safe place to go and time to get there. Warning times may be short or sometimes not possible. Lives are saved when individuals receive and understand the warning, know what to do, and know the safest place to go.

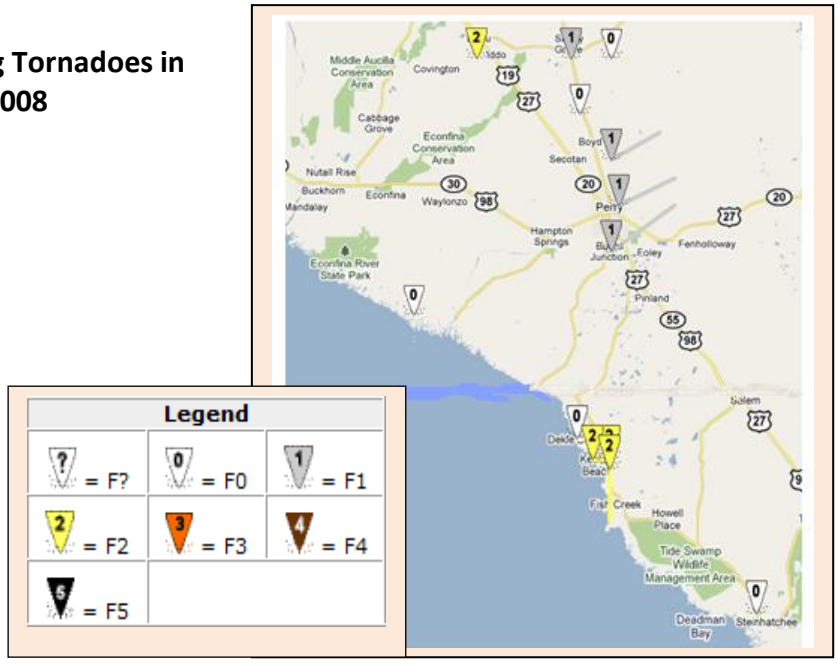
Taylor County has not suffered a major tornado on record. However, because of their speed of onset and unpredictable paths, immediate warning must be disseminated to inform residents to seek protective sheltering. The approximately 3,750 mobile homes in the county are particularly susceptible to tornado-related damage. The greatest areas of vulnerability lie within and near the City of Perry because of the difficulty of warning the residents. The mobile home residents that are within or in close proximity to the city can be warned quicker due to the more densely populated areas and because some residents are located in mobile home parks. Rural areas are equally at risk from severe thunderstorms and tornadoes but due to the sparsely populated nature of these areas, not as vulnerable as the area in and around Perry.

Table V.B.1: Historical Tornadoes Impacting Taylor County, Florida: 1950 - 2008

Date	Time	Fujita	Fatalities	Injuries	Width	Length	Damage	Crop Loss	Touchdown Lat/Lon	Liftoff Lat/Lon	SPC #	State #
9/24/1956	18:00:00 CST	2	0	0	10	5	$50K-$500K	-	30.28 / -83.75	- / -	456	8
9/30/1957	12:45:00 CST	2	0	0	10	0	$50-$500	-	29.83 / -83.58	- / -	743	14
6/6/1964	09:50:00 CST	1	0	0	150	4	$500-$5000	-	30.12 / -83.57	30.15 / -83.5	349	12
5/19/1969	15:25:00 CST	?	0	0	10	0	-	-	30 / -83.83	- / -	207	9
10/27/1972	14:50:00 CST	2	0	1	50	3	$50K-$500K	-	29.82 / -83.58	29.77 / -83.58	714	74
5/12/1974	01:30:00 CST	1	0	3	20	4	$5K-$50K	-	30.17 / -83.58	30.2 / -83.52	388	17
3/18/1975	18:00:00 CST	1	0	1	10	0	$500-$5000	-	29.73 / -83.33	- / -	134	20
5/16/1976	17:30:00 CST	0	0	0	10	0	<$50	-	30.28 / -83.58	- / -	400	27
10/2/1994	12:44:00 CST	1	0	2	150	2	$5K-$50K	-	30.28 / -83.63	- / -	987	63
10/2/1994	14:50:00 CST	0	0	0	100	0	$50-$500	-	30.22 / -83.62	- / -	988	64
10/28/2003	14:30:00 CST	1	0	0	50	6	$100,000	-	30.07 / -83.58	30.12 / -83.5	662	41
9/16/2004	07:50:00 CST	0	0	0	50	0	$50,000	-	29.68 / -83.4	29.68 / -83.4	1626	85
3/7/2008	07:36:003	2	0	2	200	0.4	$500,000	-	29.83 / -83.6	29.83 / -83.59	260	0
4/28/2008	11:06:003	0	0	0	30	0.32	$75,000	-	29.85 / -83.62	29.85 / -83.61	535	0

Source: www.TornadoHistoryProject.com

Map V.B.2: Land Falling Tornadoes in Taylor County: 1950 - 2008



As can be seen, Taylor County and the City of Perry receive sporadic tornado activity, albeit minor events. Yet, as the county increases in growth, tornadoes will impact areas that once were undeveloped lands.

Similar to most counties in Florida, Taylor County, and the City of Perry, receive many severe thunderstorms causing minor damages. The following chart provides a listing of all of the severe

thunderstorms impacting Taylor County and the City of Perry since 1972. As can be seen, there have been 47 significant thunderstorm events, causing nearly $200,000 in damages.

Severe storms (thunderstorms) are often associated with strong winds and lightning. Both are common for storms occurring in Taylor County, yet historically, neither has caused significant damages. On the chart below, when the data in the table lists the magnitude as 0kts, it only means a wind speed was not recorded for the thunderstorm at the time of the event.

1. **Probability**

   There is a high probability of severe storms and tornadoes in Taylor County. However the possibility of severely damaging tornadoes of F3 (Enhanced Fujita Tornado Classification Scale) or above is not nearly as high. In recorded history, there has never been an F3 or higher tornado that has impacted Taylor County, however there have been seven smaller tornadoes that have occurred over the past 50 years. Based on historical data, it is expected that Taylor County and the City of Perry will experience further storm and tornado activity, however due to the random nature of these events, it is difficult to predict where they will impact.

Table V.B.3: Severe Storms (Thunderstorms) Impacting Taylor County

Taylor County Florida: Severe Thunderstorms 1972- -2009																	
Location or County	Date	Time	Type	Mag	Dth	Inj	PrD	CrD	Location or County	Date	Time	Type	Mag	Dth	Inj	PrD	CrD
1 TAYLOR	3/28/72	12:00 AM	Tstm	0 kts.	0	0	0	0	24 Eridu	6/14/00	3:15 PM	Tstm	0 kts.	0	0	10K	0
2 TAYLOR	5/3/78	12:00 AM	Tstm	0 kts.	0	0	0	0	25 Perry	7/16/00	3:30 PM	Tstm	0 kts.	0	0	2K	0
3 TAYLOR	6/28/78	12:00 AM	Tstm	0 kts.	0	0	0	0	26 Keaton	7/16/00	4:00 PM	Tstm	0 kts.	0	0	10K	0
4 TAYLOR	3/14/86	12:00 AM	Tstm	74 kts.	0	0	0	0	27	7/16/00	4:30 PM	Tstm	0 kts.	0	0	2K	0
5 TAYLOR	6/9/89	12:00 AM	Tstm	50 kts.	0	0	0	0	28 Perry	3/12/02	7:07 PM	Tstm	0 kts.	0	0	1K	0
6 TAYLOR	6/16/89	12:00 AM	Tstm	60 kts.	0	0	0	0	29 Central	5/31/02	5:30 PM	Tstm	0 kts.	0	0	5K	0
7 TAYLOR	2/22/90	12:00 AM	Tstm	60 kts.	0	0	0	0	30 Salem	7/19/02	3:30 PM	Tstm	0 kts.	0	0	10K	0
8 TAYLOR	7/10/90	12:00 AM	Tstm	0 kts.	0	0	0	0	31	7/20/02	3:00 PM	Tstm	0 kts.	0	0	2K	0
9 TAYLOR	3/3/91	12:00 AM	Tstm	70 kts.	0	0	0	0	32 Perry	6/20/04	2:30 PM	Tstm	50 kts.	0	0	5K	0
10 TAYLOR	7/11/91	12:00 AM	Tstm	0 kts.	0	0	0	0	33 Keaton	7/11/04	7:00 PM	Tstm	50 kts.	0	0	5K	0
11 TAYLOR	8/7/92	12:00 AM	Tstm	0 kts.	0	0	0	0	34 Perry	2/27/05	4:30 PM	Tstm	50 kts.	0	0	5K	0
12 TAYLOR	3/13/93	12:00 AM	Tstm	0 kts.	0	1	5K	0	35 Perry	5/28/06	6:40 PM	Tstm	55 kts.	0	0	1K	0
13 Ormond Beach	8/15/94	12:00 AM	Tstm	0 kts.	0	0	5K	0	36 Perry	7/28/06	3:42 PM	Tstm	55 kts.	0	0	1K	0
14 Dekle Beach	4/11/95	12:00 AM	Tstm	0 kts.	0	1	3K	0	37 Econfina	7/28/06	3:45 PM	Tstm	60 kts.	0	0	5K	0
15 Perry	6/10/95	12:00 AM	Tstm	0 kts.	0	0	0	0	38 Perry	10/27/06	19:30 PM	Tstm	50 kts.	0	0	2K	0K
16 Tlh Perry	7/6/95	12:00 AM	Tstm	0 kts.	0	0	0	0	39 Adams	11/15/06	20:10 PM	Tstm	60 kts.	0	0	10K	0K
17 Northern Part	2/2/96	4:30 PM	Tstm	0 kts.	0	0	1K	0	40 Perry	2/1/07	15:25 PM	Tstm	55 kts.	0	0	5K	0K
18 Perry	12/7/96	6:00 AM	Tstm	0 kts.	0	0	50K	0	41 Shady	7/14/07	14:00 PM	Tstm	50 kts.	0	0	0K	0K
19 Perry	1/9/97	7:25 AM	Tstm	0 kts.	0	0	20K	0	42 Boyd	12/11/08	6:30 AM	Tstm	50 kts.	0	0	0K	0K
20 Perry	6/22/97	5:05 PM	Tstm	0 kts.	0	0	2K	0	43 Adams	4/13/09	18:51 PM	Tstm	50 kts.	0	0	0K	0K
21 FLZ028	7/5/97	9:30 AM	Tstm	0 kts.	1	1	10K	0	44 Perry	4/13/09	18:58 PM	Tstm	50 kts.	0	0	1K	0K
22 Perry	2/22/98	10:50 AM	Tstm	0 kts.	0	0	5K	0	45 (40j)perry	6/23/09	16:45 PM	Tstm	52 kts.	0	0	0K	0K
23 Keaton Beach	2/22/98	10:51 AM	Tstm	53 kts.	0	0	0	0	46 Perry	8/15/09	15:48 PM	Tstm	50 kts.	0	0	2K	0K
													TOTALS:	1	3	184K	0

Source: http://www4.ncdc.noaa.gov/cgi-win/wwcgi.dll?wwevent~storms

2. **Tornado and Severe Storms (Thunderstorms) Vulnerability Analysis**
   Severe storms and tornadoes have the potential to cause significant damage to Taylor County and the City of Perry. It is primarily caused by wind damage to roofs, and tree debris impacting transportation and power services. Other significant impacts are related to the subsequent flooding. These storm systems are frequent in nature even though tornadoes are relatively rare. Tornado warnings are issued several times a year and are evenly distributed throughout county. A unique vulnerability that has occurred in the past is related to recreational boaters along the rivers and coasts. Some storms have moved in very quickly and surprised kayakers and anglers who have become disoriented, lost, isolated, and some have been swept out to sea. To date, there have been no deaths but some injuries have occurred.

   This natural hazard has been designated as a high hazard by the LMS Working Group.

3. **Future Development and Tornadoes**
   Future Development trends in the county are based around three areas.
   - The City of Perry
   - Communities along the coastline
   - Areas along the primary transportation routes 19, 27, 98, 221, and 361

   Severe storms and tornadoes can hit anywhere in the county, making all areas equally vulnerable. As the County and the City of Perry grow, more people and infrastructure will be vulnerable to injury and damage. The biggest risk is for the populated area around the City of Perry. A strong tornado directly impacting this area will have significant consequences.

4. **City of Perry Vulnerability**
   The City of Perry is equally vulnerable to storms and tornadoes as the rest of the County. However, due to the higher population density, there is a greater probability of loss of life and property damage in Perry than in the unincorporated areas of the County. Warning the population is also more difficult due to the number of people that must be notified in a short period of time. Along this same line, there are a much larger number of buildings with higher property values in the City of Perry than throughout the rest of the County. Therefore, there is again a higher chance of damage if/when storm systems hit the City rather than the unincorporated areas. Though the risk is the same, there is a greater vulnerability for the City in terms of potential human and economic impact.

5. **Vulnerability Analysis from the MEMPHIS system**
   Based on the MEMPHIS system for risk assessment most of Taylor County and the entire City of Perry is considered a low risk for tornadoes. However the northern edge of the county has a higher risk due to the topography and the prevailing weather conditions. Due to the uncertain nature of tornadoes and the lack of warning time, it is difficult to assess the vulnerability accurately. With this in mind, all 67 critical facilities are at risk due to tornadoes. See the map and the financial impact tables below to assess the potential damage due to tornadoes based on the MEMPHIS modeling estimates.

Map V.B.4: Tornado Risk for Taylor County

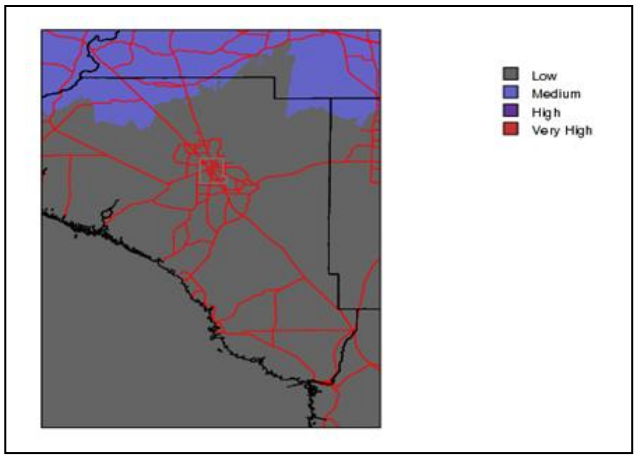


Table V.B.5 a-c: Risk Estimates Tornadoes – Taylor County

Population at risk for KAC Tornado Risk							
Zone	Total	Minority	Over 65	Disabled	Poverty	Lang Iso	Sing Pnt
Low (1 in 500)	21546	4977	2966	9213	3616	0	1462

Structures at risk for KAC Tornado Risk							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agric ulture	Gov/ Instit
Low (1 in 500)	12904	5606	3329	486	611	264	2608
Medium (1 in 250)	532	133	95	11	3	10	280

Value of Structures by DOR Use for KAC Tornado Risk							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Low (1 in 500)	$ 3.39 B	$ 941M	$ 210.0 M	$ 38.34 M	$ 588.26 M	$ 452.0 M	$ 1.16 B
Medium (1 in 250)	$ 152.16 M	$ 18.0 M	$ 6.77 M	$ 271.90 K	$ 976.87 K	$ 3.48 M	$ 122.66 M

The following analysis from the MEMPHIS system shows the potential damage due to severe thunderstorms without any tornadic activity. Based on the weather patterns associated with any severe thunderstorm, it is not uncommon for the entire county to be impacted by a line of thunderstorms, therefore the following map designates the entire county at risk of thunderstorms.

Map V.B.6: Severe Storms (Thunderstorm) Risk for Taylor County/City of Perry

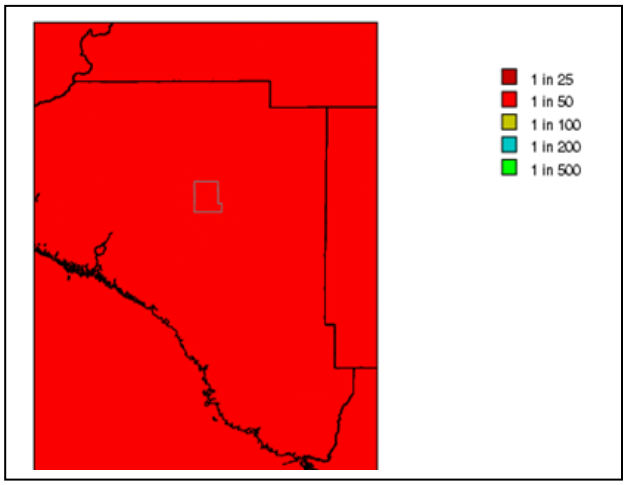


Table V.B.7 a-c: Risk Estimates Thunderstorms – Taylor County

Population at risk for KAC Severe Thunderstorm Damage Risk							
Zone	Total	Minority	Over 65	Disabled	Poverty	Lang Iso	Sing Pnt
Low (1 in 500)	21546	4977	2966	9213	3616	0	1462

Structures at risk for KAC Thunderstorm Damage Risk							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
High (50)	13746	5724	3750	496	614	274	2888

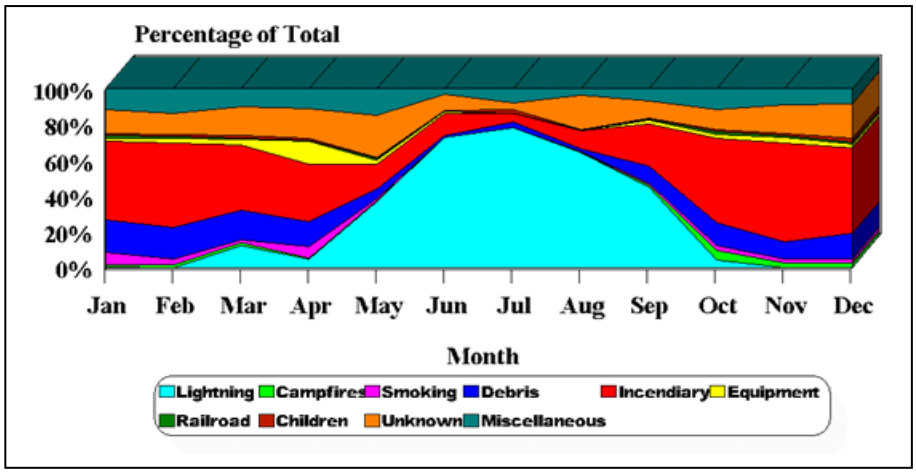
Value of Structures by DOR Use for KAC Thunderstorm Damage Risk							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
High (50)	$ 3.55 B	$ 959.07 M	$ 217.08 M	$ 38.64 M	$ 589.25 M	$ 455.06 M	$ 1.29B

C. Forest Fires

There are three different classes of wild land or forest fires. A surface fire is the most common type and burns along the floor of a forest, moving slowly and killing or damaging trees. A ground fire is usually started by lightning and burns on or below the forest floor. Crown fires spread rapidly by wind and move quickly by jumping along the tops of trees. Forest fires are usually signaled by dense smoke that fills the area for miles around. Forest fires present a significant potential for disaster in Northwest Florida, a region of high temperatures and large amounts of forested areas with high levels of burnable material. Combine these severe burning conditions with people or lightning and the stage is set for the occurrence of large, destructive forest fires.

Florida's typical forest fire season is the dry portion of the year, between January and May. The largest number of naturally caused fires occurs in July due to lightning and coincides with the height of the thunderstorm season. However, lightning accounts for only 14% of the fires started during 2007 - 2010. Other sources are manmade, including arson, carelessness, debris/trash burning, and operating equipment, which may emit sparks. Because so much of the county is comprised of timberlands, a major portion of the county is vulnerable to forest fires, although the threat to the population at large is not considered significant.

Table V.C.1: Average Acres Burned per Month per Cause - Florida Division of Forestry

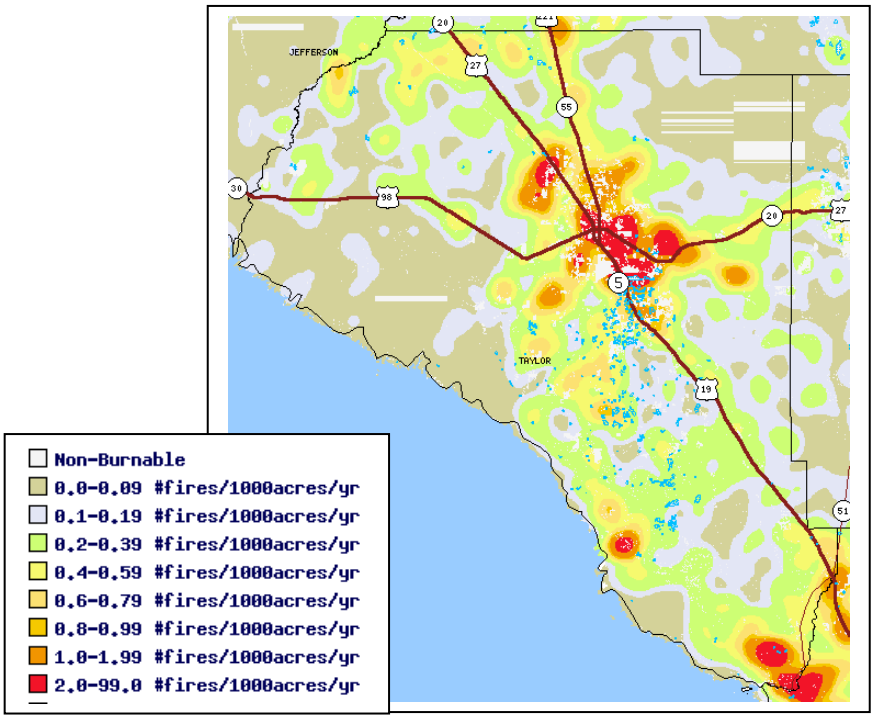


In Taylor County, approximately 75 to 80% of the county is comprised of timberlands, which are regularly maintained and protected by the Division of Forestry. Of the 669,000 acres in the unincorporated areas of the County, over 83% of this land is classified as forestland and therefore is highly susceptible to forest fires.

The City of Perry is surrounded by forested land and is therefore vulnerable to forest fires. The likelihood of fires in Perry is less than some of the more wooded area, but due to the high density of population and the number of buildings and businesses in the area, this City is more vulnerable to fires that the rest of the County.

The following map further defines the historical wild fire scenario in Taylor County. The data, the modeling and the maps are all from the Division of Forestry's Fire Risk Assessment System (FRAS), and show the Fire Occurrence Areas by level.

Map V.C.2: Fire Occurrence Areas – Taylor County/City of Perry



Fire Occurrence Area *- A Fire Occurrence Area (FOA) is an area where the probability of each acre igniting is the same. The historical fire locations from the past 20 years were used with a few exceptions. Pictorially, if one were to locate the point location for historic ignitions on a map of an FOA, the points would appear to be equally spaced. (Florida DOF)*

As the data demonstrates, Taylor County's historical profile shows that fires occur regularly and need to be considered a high priority with respect to mitigation.

Using the data found at the FDOF's website: [http://tlhforweb03.doacs.state.fl.us/PublicReports/], there have been 161 recorded fire events in Taylor County between 2007 – 2010, that have burned 1,187 acres of land. Most of these fires were less than 10 acres in size.

The following charts lists those fires that were eight acres or greater occurring between January 1, 2007 and February 21, 2010.

Table V.C.3: Taylor County Fire History by Section/Township/Range: 1/1/07 – 2/21/2010 (8 Acres or Greater in Size)

Section/ Township /Range	County	Incident #	Start Date/Time	Acres	Fire Cause
27 11S 10E	Taylor	2007-05-0069	2/28/2007 14:10	40	Debris Burn--Auth--Broadcast/Acreage
11 8S 13E	Taylor	2007-05-0104	3/13/2007 17:30	88	Incendiary
9 9S 10E	Taylor	2007-05-0170	4/7/2007 12:00	15	Incendiary
3 9S 10E	Taylor	2007-05-0364	6/28/2007 1:00	20	Lightning
30 9S 12E	Taylor	2007-05-0376	7/1/2007 15:50	19	Lightning
33 9S 10E	Taylor	2007-05-0393	7/8/2007 12:00	29.4	Incendiary
2 11S 13E	Taylor	2007-05-0391	7/8/2007 14:00	20	Incendiary
34 9S 10E	Taylor	2007-05-0394	7/9/2007 11:20	15	Lightning
16 8S 12E	Taylor	2007-05-0436	7/31/2007 19:00	8	Lightning
32 12S 12E	Taylor	2008-05-0005	1/2/2008 9:00	14	Incendiary
28 9S 10E	Taylor	2008-05-0012	1/5/2008 10:30	15	Incendiary
19 10S 10E	Taylor	2008-05-0030	1/22/2008 1:00	35	Incendiary
35 10S 10E	Taylor	2008-05-0086	2/25/2008 13:05	11	Debris Burn--Auth--Broadcast/Acreage
22 10S 10E	Taylor	2008-05-0094	3/1/2008 12:30	30	Debris Burn--Auth--Broadcast/Acreage
27 10S 10E	Taylor	2008-05-0095	3/1/2008 14:00	40	Debris Burn--Auth--Broadcast/Acreage
15 10S 10E	Taylor	2008-05-0092	3/1/2008 14:50	90	Debris Burn--Auth--Broadcast/Acreage
24 11S 12E	Taylor	2008-05-0207	6/7/2008 1:00	25	Lightning
24 11S 12E	Taylor	2008-05-0210	6/7/2008 16:00	20	Lightning
16 8S 13E	Taylor	2008-05-0211	6/8/2008 20:00	50	Lightning
12 9S 13E	Taylor	2008-05-0218	6/9/2008 14:00	20	Unknown
17 11S 10E	Taylor	2008-05-0254	7/3/2008 13:00	160	Lightning
7 11S 12E	Taylor	2008-05-0266	7/13/2008 19:00	12	Lightning
35 12S 12E	Taylor	2008-05-0270	7/21/2008 20:00	95	Lightning
23 12S 12E	Taylor	2008-05-0272	7/22/2008 16:40	25	Miscellaneous -- Breakout
17 11S 10E	Taylor	2008-05-0274	7/24/2008 22:00	13	Lightning
34 12S 12E	Taylor	2009-05-0043	2/20/2009 12:56	10	Debris Burn--Auth--Broadcast/Acreage
25 9S 12E	Taylor	2009-05-0199	7/25/2009 11:00	12	Lightning
16 10S 13E	Taylor	2010-05-0013	1/13/2010 13:14	12	Miscellaneous--Other

The following is a listing of the source of the 161 fires occurring in the Perry Fire District (Dixie, Lafayette, Madison and Taylor County), between 2007 – 2010. The cause of the fires is important for potential mitigation activities to prevent such fires in the future.

Table V.C.4: Fire Activity Report: Perry Division 2007-2010

Fire Activity Report - Perry Forest District: 1/1/07 - 2/21/10

Cause	District 5 Count	District 5 Acres
Campfire	13	88.1
Children	9	4.9
Debris Burn*	0	0
Debris Burn--Auth--Broadcast/Acreage	23	1,707.90
Debris Burn--Auth--Piles	12	43.3
Debris Burn--Auth--Yard Trash	32	79.8
Debris Burn--Nonauth--Broadcast/Acreage	21	80.8
Debris Burn--Nonauth--Piles	26	58
Debris Burn--Nonauth--Yard Trash	22	69
Equipment use*	0	0
Equipment--Agriculture	17	25.7
Equipment--Logging	7	2.6
Equipment--Recreation	6	1.6
Equipment--Transportation	35	84.6
Incendiary	90	643.6
Lightning	169	2,245.40
Miscellaneous --Breakout	1	25
Miscellaneous --Electric Fence	3	1.2
Miscellaneous --Fireworks	2	3.8
Miscellaneous --Power Lines	34	47.9
Miscellaneous --Structure	7	8.9
Miscellaneous--Other	21	72.5
Railroad	0	0
Smoking	11	15.1
Unknown	52	495.1
All causes	**613**	**5,804.80**

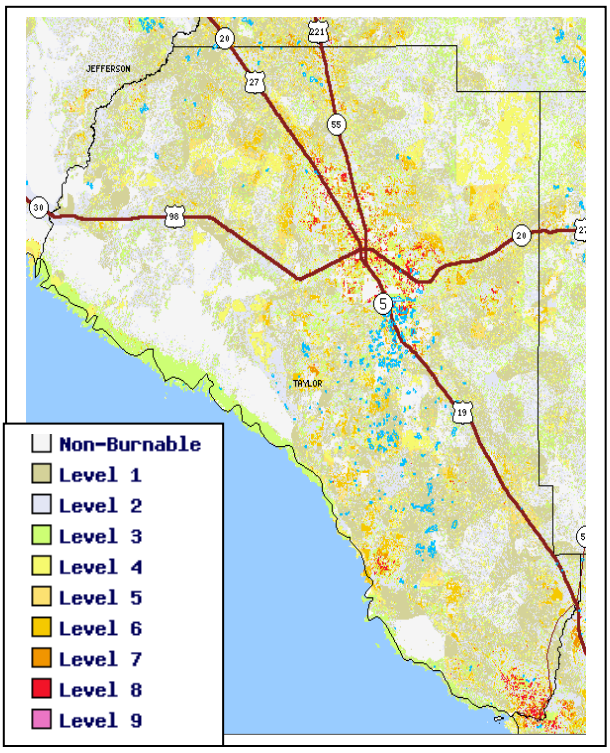
Source: http://tlhforweb03.doacs.state.fl.us/PublicReports/

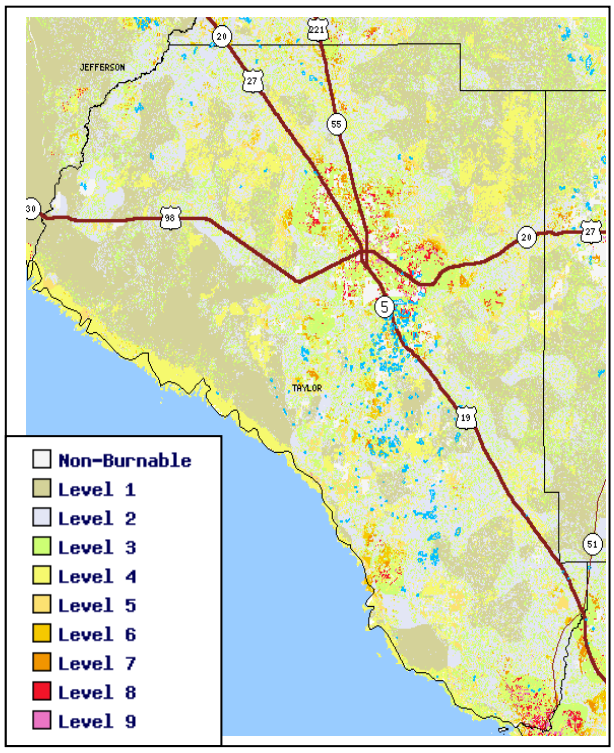
1. Probability

Since most of Taylor County is wooded forests, especially woodlands for the timber industry, the entire county has a high level of vulnerability to wild land fires. There is a high probability that fires will occur in Taylor County.

The following two maps from the Division of Forestry's FRAS system show the areas with a high susceptibility to fires and the areas with high levels of concern.

Maps V.C.5 a-b: Fire Levels of Concern **Wildfire Susceptibility Index**





Fires - Levels of Concern - *The Levels of Concern are calculated as the Wildland Fire Susceptibility Index (WFSI) times the Fire Effects Index (FEI). The Level of Concern is equal to the WFSI * Fire Effects Index. The WFSI is a value between 0 and 1. The Fire Effects Index is a value between 0 and 100. Hence the LOC is a value between 0 and 100. (FL DOF)*

Wildfire Susceptibility Index - is a value between 0 and 1. It was developed consistent with the mathematical calculation process for determining the probability of an acre burning. The WFSI integrates the probability of an acre igniting and the expected final fire size based on the rate of spread in four weather percentile categories into a single measure of wildland fire susceptibility.

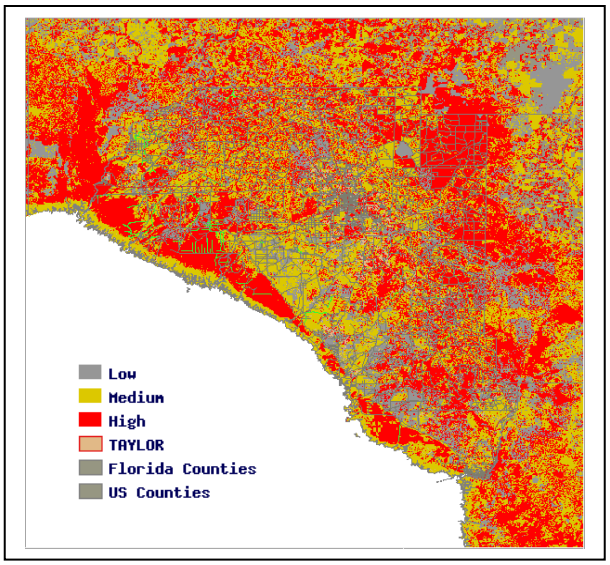
2. Forest Fire Vulnerability Analysis

Since most of the County is wooded forest, the area is extremely susceptible to fires. Whether the fire is caused by lightning or by human interaction, the resulting danger and damage is the same. Though loss of life is possible with fires, there is usually enough warning time to evacuate the impacted populations. Therefore, the primary vulnerability is buildings, structures, and the related economic impact. Another potential impact is the economic losses to the timber industry in the area.

The San Pedro Bay area throughout the north and east of the county is highly susceptible to fires due to the peat bogs. During times of high winds and low humidity there is a higher burn factor which increases the vulnerability of the entire area. City of Perry has a fire department and the county has one professional and eight volunteer fire departments, but both of these organizations are small. The County usually has very limited fire-fighting resources to cover approximately 1053 square miles. The difficulty in suppressing fires immediately increases the risks of larger and uncontained fires.

Critical Facilities: Based on the source data for wild fires from the MEMPHIS system, the areas mapped below in yellow and red are considered at risk for fires. Of the 67 Critical Facilities in Taylor County, virtually all of them are located in either a medium or high fire zone, and susceptible to future fire events.

Map V.C.6: Critical Facilities in Fire Zones



The following tables give specific numbers for vulnerable populations and buildings as well as some financial statistics relating to these potential damaged structures. This information is for the unincorporated portions of the county.

Tables V.C.7 a-c: Risk Estimates – Forest Fire Taylor County

Population at risk for FDOF Fire Risk LOC							
Zone	Total	Minority	Over 65	Disabled	Poverty	Lang Iso	Sing Pnt
Level 1 (low)	1123	54	167	332	104	0	60
Level 2	615	31	148	209	0	0	29
Level 3	6963	2176	899	3059	1441	0	654
Level 4	2116	631	262	1005	510	0	195
Level 5 (medium)	980	18	168	478	217	0	35
Level 7	1151	77	178	394	192	0	83
Level 8	1263	0	333	808	184	0	52
Level 9 (high)	97	57	30	58	10	0	11

Structures at Risk for FDOF Fire Risk LOC							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Level 1 (low)	1495	90	609	296	74	46	380
Level 2	2713	353	1146	439	54	54	667
Level 3	3419	1240	1068	168	148	112	683
Level 4	882	456	191	24	58	13	140
Level 5 (med)	1022	440	215	59	55	19	234
Level 6	466	202	115	27	13	6	103
Level 7	1582	533	338	69	54	380	208
Level 8	2377	1002	502	50	62	667	94
Level 9 (high)	2108	934	192	138	131	683	30

Value of Structures by DOR Use for FDOF Fire Risk LOC							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Level 1 (low)	$521.15M	$15.92 M	$107.08M	$22.28M	$22.20M	$28.98M	$324.70M
Level 2	$709.85M	$63.19M	$130.26M	$29.31M	$3.55M	$54.35M	$429.19M
Level 3	$1.33B	$255.95M	$99.76M	$21.71M	$326.16M	$285.36M	$334.72M
Level 4	$252.39 M	$86.43M	$13.79M	$10.47M	$57.15M	$19.41M	$65.12M
Level 5 (med)	$386.73M	$101.08M	$16.79M	$1.41M	$27.06M	$70.54M	$169.85M
Level 6	$126.10M	$42.33M	$8.06M	$198.95K	$2.24M	$2.64M	$70.64M
Level 7	$582.44M	$107.08M	$22.28M	$22.20M	$28.98M	$324.70M	$77.20M
Level 8	$681.53M	$130.26M	$29.31M	$3.55M	$54.35M	$429.19M	$34.86M
Level 9 (high)	$1,075M	$99.76M	$21.71M	$326.16M	$285.36M	$334.72M	$7.29M

3. Future Development and Fires

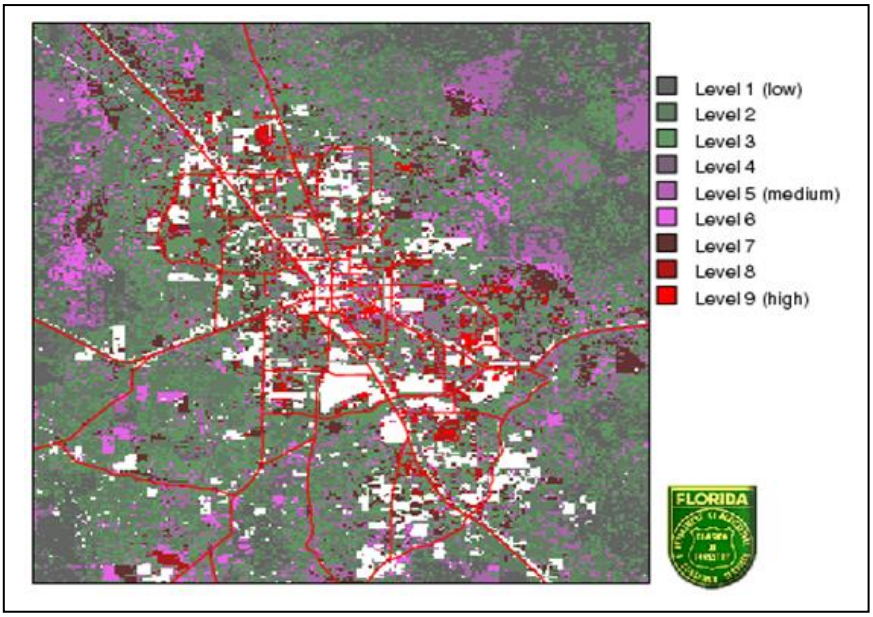
As new development occurs in Taylor County there will be more area of urban interface with wooded and timber area. This increase in urban interface areas will put higher levels of population, structures, and infrastructure at risk from fires.

Also, since the majority of fires are human caused, the population growth in the County will increase the subsequent frequency of fires in the county. Therefore, the risks due to fire are likely to increase in the future.

4. The City of Perry Vulnerability

The areas around the City of Perry are particularly susceptible to fires. In addition, the City has a larger population and a high density of buildings. This increases the City's vulnerability to fires when compared to the unincorporated county. See the map and the reports below from the MEMPHIS system for the specific vulnerability analysis for the City of Perry.

Map V.C.8: City of Perry Fire Vulnerability



FDOF Fire Risk Level of Concern: City of Perry

Table V.C.9: a-c Risk Estimates – Fire, City of Perry

Population at Risk for FDOF Fire Risk LOC – City of Perry							
Zone	**Total**	**Minority**	**Over 65**	**Disabled**	**Poverty**	**Lang Iso**	**Sing Pnt**
Level 3	3796	2035	525	1632	1108	0	491
Level 4	722	627	114	457	334	0	116
Level 7	389	9	9	118	146	0	32
Level 9 (high)	97	57	30	58	10	0	10

Structures at Risk for FDOF Fire Risk LOC- City of Perry							
Zone	**Total**	**SF Res**	**Mob Home**	**MF Res**	**Commercial**	**Agriculture**	**Gov/Instit**
Level 1 (low)	299	0	246	15	8	27	3
Level 2	320	13	257	30	2	9	9
Level 3	973	497	242	38	74	76	46
Level 4	348	228	50	7	37	7	19
Level 5 (med)	343	220	38	6	46	13	20
Level 6	131	90	19	2	12	3	5
Level 7	289	215	17	8	31	3	15
Level 8	297	225	35	2	11	9	15
Level 9 (high)	478	212	44	69	89	46	18

Value of Structures by DOR Use for FDOF Fire Risk LOC - City of Perry (Millions$)							
Zone	**Total**	**SF Res**	**Mob Home**	**MF Res**	**Commercial**	**Agriculture**	**Gov/Instit**
Level 1 (low)	$70.30	$0.00	$50.97	$0.77	$0.12	$17.35	$1.09
Level 2	$75.46	$3.93	$40.58	$2.05	$0.01	$24.69	$4.20
Level 3	$255.01	$82.39	$26.48	$6.61	$24.65	$103.55	$11.33
Level 4	$111.58	$37.87	$4.35	$8.80	$42.78	$13.12	$4.66
Level 5 (med)	$119.89	$39.50	$2.71	$0.18	$19.86	$54.37	$3.27
Level 6	$22.43	$16.64	$1.07	$0.02	$1.93	$1.43	$1.34
Level 7	$68.91	$44.60	$0.88	$0.11	$20.21	$1.09	$2.02
Level 8	$76.37	$35.50	$2.34	$0.01	$28.76	$4.20	$5.56
Level 9 (high)	$189.08	$23.17	$7.55	$23.00	$120.64	$11.33	$3.39

D. Floods

Floods are the most common and widespread of all natural disasters. Most communities in the United States have experienced some kind of flooding from spring rains, heavy thunderstorms, tropical storms, or winter snow thaws.

Floods can be slow or fast rising but generally develop over a period of days. Mitigation includes any activities that prevent an emergency, reduce the chance of an emergency happening, or lessen the damaging effects of unavoidable emergencies. Investing in mitigation steps now, such as, engaging in floodplain management activities, constructing barriers, such as levees, and purchasing flood insurance will help reduce the amount of structural damage to homes and the financial loss from building and crop damage should a flood or flash flood occur.

Florida is affected by a large number of tropical weather systems. Although storm surge has the greatest potential for loss of life, recent research indicates that inland flooding was responsible for the greatest number of fatalities over the last 30 years. Studies show that 59 percent of the tropical cyclone deaths in the United States resulted from severe inland flooding.

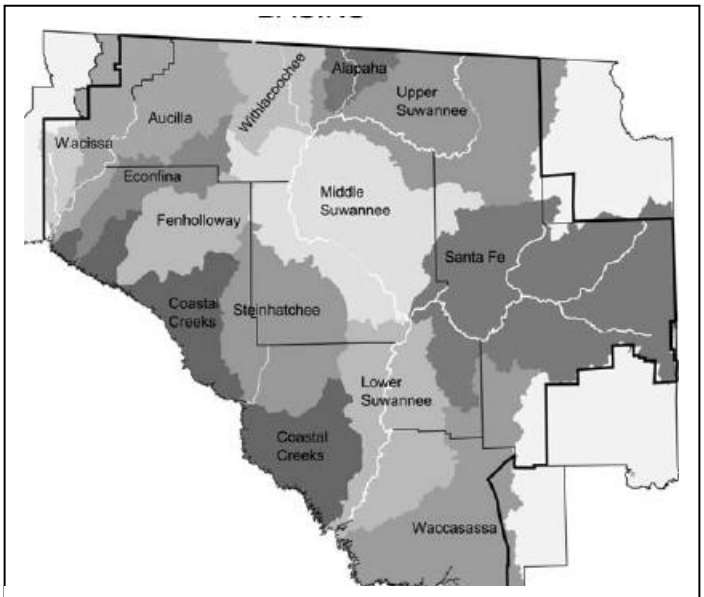
Flood or flooding refers to the general or temporary conditions of partial or complete inundation of normally dry land areas by surface water runoff from any source. Floodplains are defined as any land areas susceptible to being inundated by water from any flooding source. In Florida, several variations of flooding occur due to the different effects of severe thunderstorms, hurricanes, seasonal rain and other weather-related conditions and is a natural part of the earth's hydrologic system.

Based on frequency, floods are the most destructive category of natural hazards in the United States. The loss of life, personal property, crops, business facilities, utilities, and

transportation are major impacts of flooding. Additional losses and economic hardships ensue when supplies or supply routes are damaged or destroyed. Floodwaters present an additional hazard as a public health problem when they inundate drinking water facilities, chemical and waste storage facilities, wastewater treatment facilities and solid waste disposal sites. In general, flooding can be divided into two major categories: Coastal and riverine. In Florida, the same hazard, such as a hurricane or severe winter storm, can result in both types of flooding, sometimes in different area, but many areas of Florida are susceptible to flooding from both storm surge and watershed runoff.

Coastal flooding is usually the result of a severe weather system such as a tropical cyclone, hurricane, tropical storm or "nor'easter" which contains the element of high winds. The extent and nature of coastal flooding is related to the physical features of the terrain and the characteristics of the adjoining body of water. The damaging effects of coastal floods are caused by a combination of higher water levels of the storm surge, the winds, rains, erosion and battering by debris. Floodwaters are usually driven ashore by the wind, an event known as storm surge. Loss of life and property damage are often more severe since it involves high velocity wave action and accompanying winds. The velocity and range of coastal floods vary in part with the severity of the storm that induces them.

Florida's low-lying topography combined with its subtropical climate makes it highly vulnerable to inland or riverine flooding. Riverine flooding is associated with a river's watershed, which is the natural drainage basin that conveys water runoff from rain. Riverine flooding occurs when the flow of runoff is greater than the carrying capacities of the natural drainage systems. Rainwater that is not absorbed by soil or vegetation, seek surface drainage lines following natural topography lines. These lines merge to form hierarchical systems of rills, creeks, streams, and rivers. Generally, floods can be slow or fast rising, depending on the size of the river or stream. The rivers in north Florida drain portions of Alabama and Georgia, and excessive rainfall in those states often cause flood conditions in Florida. One of the consequences of flooding is repetitive loss properties. A repetitive loss property is one for which two or more NFIP losses of at least $1000 each have been paid over a 10-year period.



Map V.D.1: Taylor County River Basins

Although Taylor County historically experiences only moderate rainfall, the primary causes of flooding are hurricanes and tropical storms, which generally occur between June and

October. In addition, northern Florida is subject to flooding from heavy rains in southern Georgia, which contains the headwaters for the rivers and streams that crisscross much of the panhandle. In Taylor County, the Aucilla, Econfina, Fenholloway, and Steinhatchee Rivers are a source of flooding during periods of heavy rainfall. Flooding is primarily caused by periods of heavy rainfall resulting in riverbank overflows and ponding, or from coastal surge associated with hurricanes and tropical storms due to the County's proximity to the Gulf of Mexico.

Areas of 100-year flood prone probability were identified as those lands which are subject to occasional flooding due to seasonal rainfall or other storm events with a probability of being flooded of one percent in any given year. Flood prone areas include those areas within the 100-year floodplain, being a broad belt around existing river and stream channels. Other flood prone areas are associated with lakes and other isolated depressions. Floodplains and flood prone areas are shaped in part by topography, storm water volume, vegetation and other natural or artificial forces which affect water flow.

The northwestern, southern and northeastern portions of the unincorporated area are subject to flooding and many of the flood prone areas contain wetlands. Since the County's participation in the National Flood Insurance Program, development has been required to meet standards which protect new construction from future flooding. In addition, wetland areas located within flood prone areas require special permits from the County, state and/or federal government to dredge and fill these lands.

1. Historical Profile

Knowledge of flood hazard is important in land use planning. This section includes a history of floods affecting Taylor County. Historical data for this section was provided by NOAA's National Climatic Data Resource Center.

Table V.D.2: Historical Occurrences of Floods – Taylor County

Florida - Taylor County (1950 - 2009)								
Location or County	**Date**	**Time**	**Type**	**Mag**	**Dth**	**Inj**	**PrD**	**CrD**
1 TAYLOR	3/13/1993	850	Flood	N/A	0	0	5.0M	0
2 Peninsular	9/15/1994	0	Flooding	N/A	0	0	500K	0
3 West-central Fl	10/2/1994	1600	Flood	N/A	0	0	5.0M	0
4 FLZ007 - 009>019 - 026>029 - 034	3/10/1998	12:00 AM	Flood	N/A	0	0	367.0M	0
5 Perry	9/15/2002	1:00 PM	Flash Flood	N/A	0	0	100K	0
6 FLZ015 - 017 - 026>029	3/4/2003	6:00 AM	Flood	N/A	0	0	1.0M	0
TOTALS:					**0**	**0**	**378.600M**	**0**

Source: http://www4.ncdc.noaa.gov/cgi-win/wwcgi.dll?wwevent~storms

a. **13 Mar 1993, 0850 EST:** Influenced by the "No-Name Storm of 1993", this event caused extensive coastal surge inundation, and inland flooding. Ten RVs and a motel were under water from the storm surge.

b. **15 Sep 1994, 0000 EST:** Two synoptic-scale systems, one tropical and one non-tropical brought heavy rain to most of peninsular Florida, including Taylor County during the last half of September. Rivers and streams overflowed, flooding roadways and inundating or isolating residential areas. Other sections of Florida, particularly northeast and east central, experienced urban flooding which closed roads and flooded schools and homes.

c. **02 Oct 1994, 1600 EST:** The remnants of tropical depression number 10 moved from the northeast Gulf of Mexico on October 1 across the Florida Panhandle and into Georgia on October 2. High winds produced rough seas along the west central and northwest Florida coasts causing minor tidal flooding and beach erosion. A total of 18 persons had to be rescued from sinking boats in the northeast Gulf of Mexico. Heavy rains in the Florida Big Bend (Taylor County) and Panhandle accompanied the system causing extensive flooding to roadways, creeks and low-lying areas and minor flooding of rivers. Damage estimates to roadways were in excess of $1 million. Flooding was slow to recede in Leon, Wakulla, Taylor and Hernando counties, where homes and roadways remained flooded through the October 15.

d. **10 Mar 1998, 0000 EST:** Flooding rainfall occurred across the entire Big Bend/panhandle portions of North Florida. Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Walton, and Jackson counties were declared federal disaster areas. Nearly 6 inches of rain from March 8-9 caused urban/small stream flooding in Taylor County. In Dixie County, rising waters along the Suwannee River forced the evacuation of 200 residents. Numerous county and secondary roads were closed. In Lafayette County, the Suwannee River crested near 33.9 feet at Branford and 14.9 feet at Wilcox on March 9. In Taylor County, lowland flooding was observed in Perry where rainfall totaled 3 to 5 inches within a 48-hour period. Twenty homes were severely damaged by flood water and there was a significant economic impact to the timber industry due to transportation issues to and from the forests. In Jefferson County, widespread lowland flooding occurred as the Aucilla River crested between 12.5 and 13 feet at Lamont.

e. **15 Sep 2002, 1300 EST:** Torrential rain from slow-moving thunderstorms flooded several homes. Reported by the Taylor County Sheriff.

f. **04 Mar 2003, 0600 EST:** Periods of heavy rainfall, which ranged from three to six inches in Leon County to 14 inches in Taylor County, flooded many roads, homes and poor drainage areas. Widespread flooding forced many families in Taylor County to evacuate to motels, while others were isolated by the rising floodwaters. Many septic tanks and water wells were damaged. Minor to moderate flooding occurred near the Aucilla and Suwannee river basins. Floodwaters seeping into homes in Steinhatchee

Springs forced residents to evacuate to higher ground. Local states of emergency were declared in Leon, Wakulla, Taylor, Liberty and Lafayette counties. The Steinhatchee Water System flooded with an influx of surface water that possibly containing septic waste and the system was therefore contaminated. FEMA provided $1 million for temporary water and equipment for reverse osmosis. Meanwhile, the Steinhatchee Water Utility spent $1.5 million on renovations for the filtration system. Forty people worked for seven weeks on temporary water procurement and delivery including several 4000 and 6000-gallon water buffalo tanks throughout the area. There was an economic impact due to the decline in tourism in area during this time. 60+ homes were isolated in San Pedro area due to the 14 inches of rain countywide. Specific to Perry, the water was waist deep in streets and significantly impacted transportation, utility services, and response capabilities.

2. **Probability**

Flooding is the most likely event that occurs nationwide. Flooding occurs regularly in Taylor County and it will continue to happen due to thunderstorms, winter thaws, and seasonal tropical storm. There is a very high probability that flood areas of the County and the City of Perry will continue to cause damage and potential injury and loss of life.

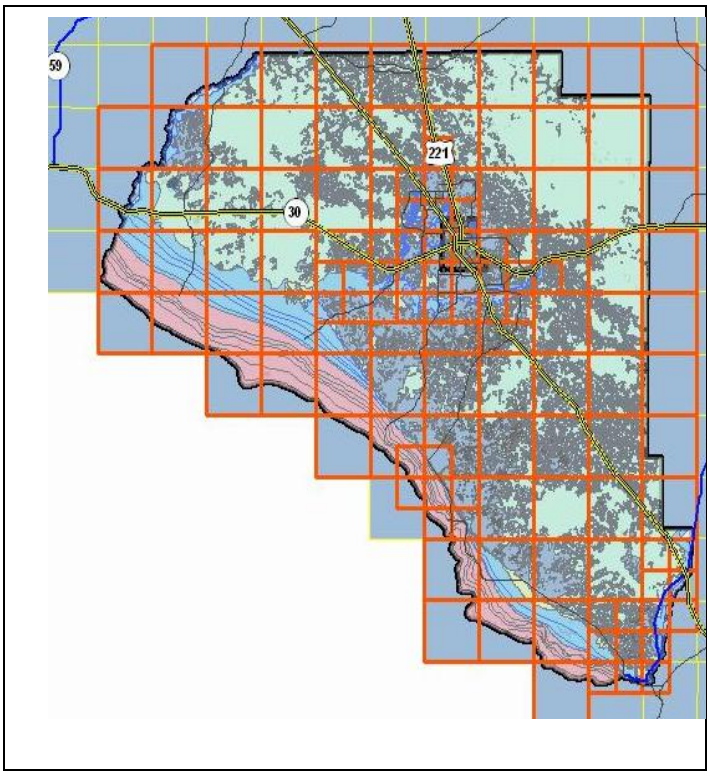
The areas most likely to flood are around the major rivers and are delineated on the printed FIRM maps on file with the County. Also, the map modernization effort is well underway with the Suwannee River Water Management District. Individual FIRM panels can be viewed at http://www.srwmdfloodreport.com/Welcome.htm.

3. **Flooding Vulnerability Analysis**

FEMA's NFIP Map Modernization data has produced new FIRM maps for Taylor County. They are maintained and easily accessed by going to the website provided above. The quality of the maps are superior over what was available in 2005. Many of these maps include LIDAR images of actual facilities in the approximate flood zones. The following are examples of the maps that can be viewed online via the Suwannee River Water Management District's website.

This electronic map provides all of the FIRM panels for Taylor County. The website provides

Map V.D.3: NFIP Map Modernization (Taylor)



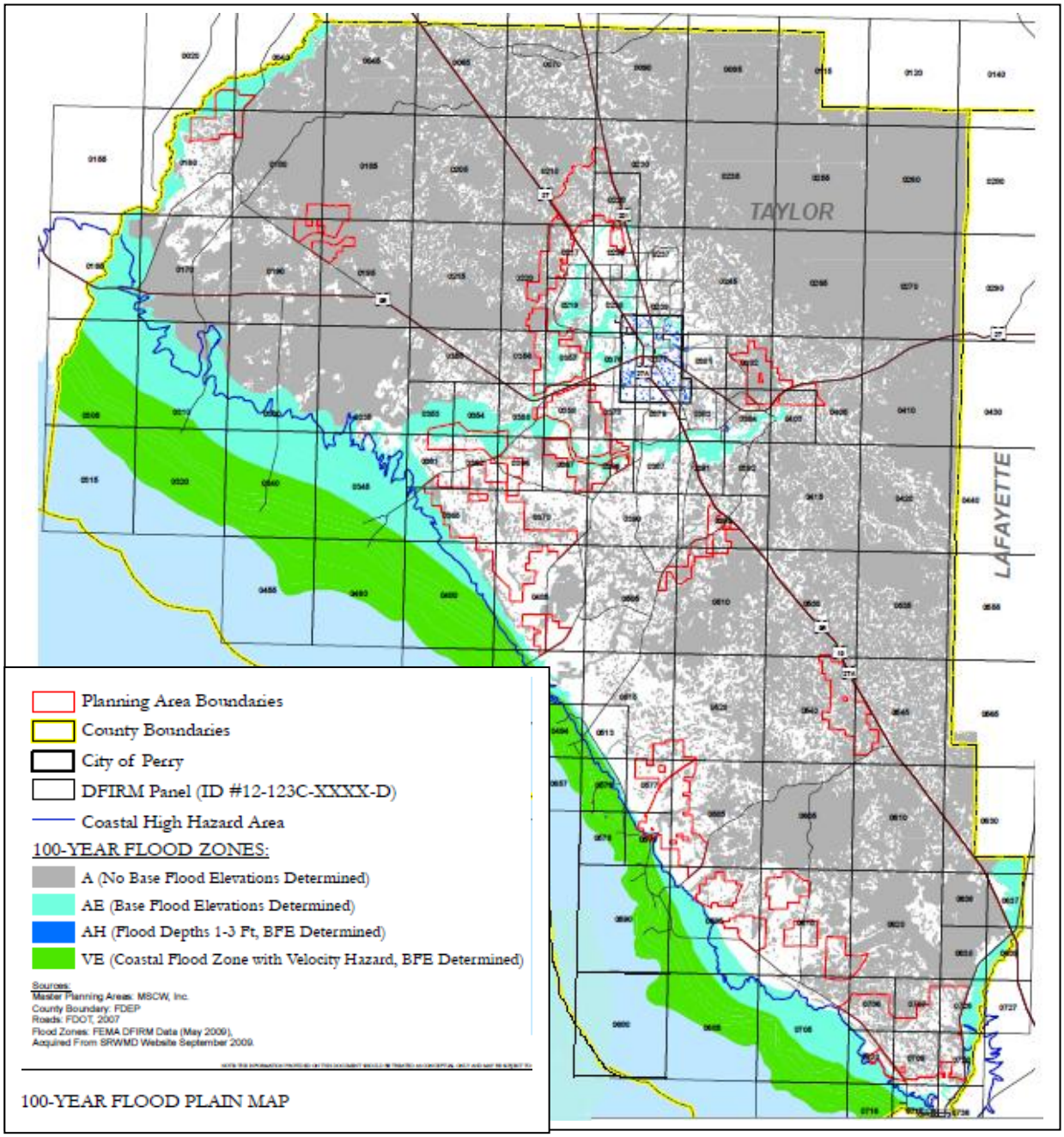
the capability to zoom down to property boundaries for determination of the flooding potential anywhere in Taylor County. The maps clearly show the extensive velocity zone Taylor County has, and the facilities located within that critical zone. This web-based capability is a significant improvement, and allows for ease of determining in what flood zone a piece of property is located.

The following categorization of the different floodplain areas used by FEMA. This helps establish the extent of flooding that can occur in any of the floodprone areas in Taylor County. They correspond to the legends provided on the FEMA FIRMs provided on the following pages. Most of the county expects to receive wide-spread shallow inland flooding, but can receive up to a 12 foot storm surge in the V-Zone along the coastline from a hurricane.

Flood Zones

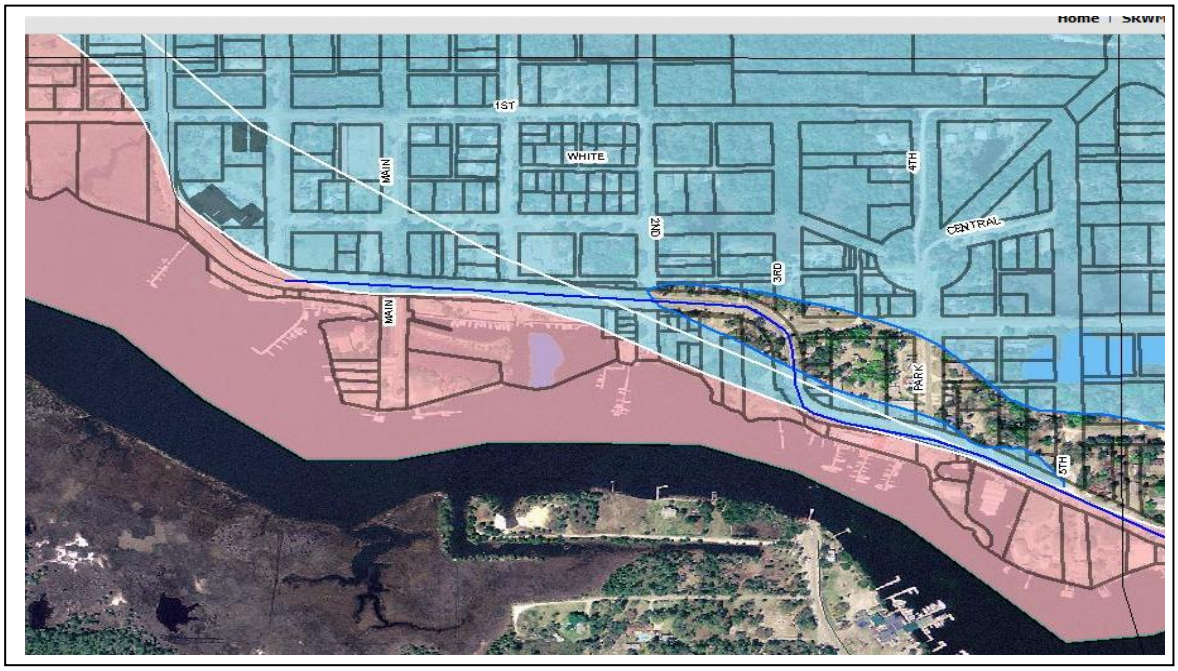
Zone A	The 100-year or base floodplain. There are six types of A zones:	
	A	The base floodplain mapped by approximate methods, i.e., BFEs are not determined. This is often called an unnumbered A zone or an approximate A zone.
	A1-30	These are known as numbered A zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
	AE	The base floodplain where base flood elevations are provided. AE zones are now used on new format FIRMs instead of A1-A30 zones.
	AO	The base floodplain with sheet flow, ponding, or shallow flooding. Base flood depths (feet above ground) are provided.
	AH	Shallow flooding base floodplain. BFEs are provided.
	A99	Area to be protected from base flood by levees or Federal flood protection systems under construction. BFEs are not determined.
	AR	The base floodplain that results from the de-certification of a previously accredited flood protection system that is in the process of being restored to provide a 100-year or greater level of flood protection.
Zone V and VE	**V**	The coastal area subject to a velocity hazard (wave action) where BFEs are not determined on the FIRM.
	VE	The coastal area subject to a velocity hazard (wave action) where BFEs are provided on the FIRM.
Zone B and Zone X (shaded)	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. B zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from the 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.	
Zone C and Zone X (unshaded)	Area of minimal flood hazard, usually depicted on FIRMs as exceeding the 500-year flood level. Zone C may have ponding and local drainage problems that do not warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood.	
Zone D	Area of undetermined but possible flood hazards.	

Map V.D.4: NFIP Flood Zones (Updated September, 2009)



Using the same map, the section below shows the full expansion of one portion of a FIRM panel covering Steinhatchee. Individual property parcels, street names, and LIDAR imaging are visible.

Map V.D.5: Maximum Resolution of FIRM Map for Steinhatchee Community



The total population potentially affected by inland flooding is in excess of 1,621 and all the coastal communities of Dark Island, Dekle Beach, Keaton Beach, Ezell and Cedar Island continually vulnerable. Additionally, certain roadways in the county could be inundated such as Highways 361, 51 and portions of 98 at the Aucilla River. The coastal roads in particular are routinely damaged due to saltwater and debris. Highway 221 floods north of Perry due to Woods Creek and the Econfina River and Julia Street often floods and cannot be corrected for fear that the increased water flow will affect the downstream sewage plant. The Grand Bay Canal by Highway 27 also floods.

The following are the number of active NFIP policies in Taylor County, and is an indication of the vulnerability of the County's residents.

Table V.D. 6: NFIP Policy Statistic – Taylor County and City of Perry

NFIP Policy Statistics
City of Perry and Unincorporated Taylor County as of 07/31/2009

Community Name	Policies In-force	Insurance In-force whole $	Written Premium In-force
PERRY, CITY OF	90	$12,796,000	57,859
TAYLOR COUNTY*	615	$95,968,800	631,369

Source: Appendix C: State of Florida Enhanced Hazard Mitigation Plan, 2008

The combined vulnerability of Taylor County and the City of Perry to a 100-year flooding event is over $108,000,000.00. The total value could be higher when agricultural losses are added to the total. In addition, there are very few government facilities in the flood zone, as indicated below. There are 705 active NFIP policies in Taylor County.

The following represents data from the National Flood Insurance Administration pertinent to Taylor County. As can be seen, the amount of flood losses has not been large when averaged over the 31 years of records.

Table V.D.7: NFIP Loss Statistics for Taylor County and City of Perry

NFIP LOSS STATISTICS: 1/1/78 - 12/31/2009					
Name	**Total Losses**	**Closed Losses**	**Open Losses**	**CWOP* Losses**	**Total Payments**
PERRY, CITY OF	**11**	**8**	**0**	**3**	**$219,822.04**
TAYLOR COUNTY	**263**	**205**	**0**	**58**	**$3,834,683.21**
*Closed Without Payment Losses					

Source: http://bsa.nfipstat.com/reports/1040.htm

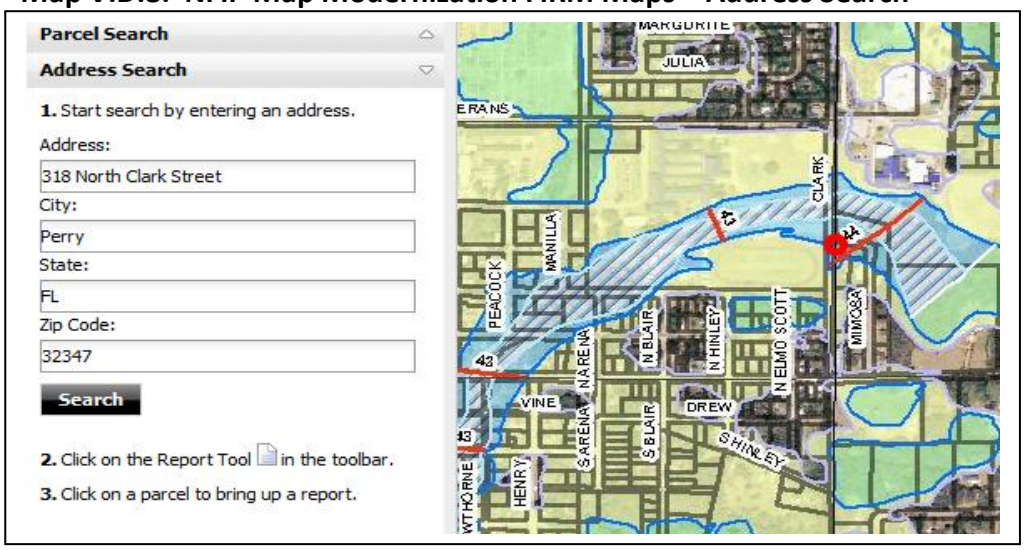
Taylor County will continue to comply with the NFIP. The following efforts identify efforts to ensure compliance:

1. Enforcement of all NFIP ordinances in Taylor County.
2. Incorporate NFIP provisions into the County Land Development Regulations/ Comprehensive Plan, Future Land Use Map, and Zoning Regulations.
3. Enforce Flood zone "A" height requirements and free board.
4. Provide flood information at annual County Fair, and Forest Expo.
5. Require Non-designated floodway setback requirements.
6. Require freeboard requirements for new construction, or reconstruction if required by the 50% rule.

4. Critical Facilities

Using the Map Modernization Tool provided by the Suwannee River Water Management District, each critical facility in Taylor County can easily be identified as being in a flood zone or not. For example, the Map-Mod website allows you to insert an address, and the location will appear in relationship to the flood zone. The following is an example of the location of the Taylor County School Administration Building, located at 318 North Clark Street, in Perry. As can be seen, the facility is located next to the 100-year flood zone.

Map V.D.8: NFIP Map Modernization FIRM Maps – Address Search



Source: http://www.srwmdfloodreport.com/Taylor.htm

Based on this data, the following critical facilities were found to be in a velocity zone, or a 100-year flood zone:

INDUSTRIAL

Buckeye Florida	County Road 30 East (Foley)
Martin Electronic	Puckett Road, Rt. 1 Box 700

TAYLOR COUNTY SCHOOLS

Taylor Schools Admin. Offices	318 North Clark Street
Steinhatchee School	1209 1st Ave. SE, Steinhatchee

COUNTY GOVERNMENT

Shady Grove Vol. Fire Dept.	Alton Wentworth Road
Johnson Stripling VFD	Johnson Stripling Road
Econfina Vol. Fire Dept.	Econfina Road
Keaton Beach Vol. Fire Dept	Beach Road
Taylor County FD – Steinhatchee	12th St. SE – Steinhatchee

COUNTY DISPOSAL SITES

Carlton Roll-Off	Carlton Cemetery Road
Harrison Blue Roll-Off	Harrison Blue Road
Blue Springs Roll-Off	Blue Springs Lake Rd. – Keaton Beach
Steinhatchee Roll-Off	CR 361 – Steinhatchee
Blue Creek Land Fill	CR 361
Dekle Beach Land Fill	CR 361 at Beach Road
Steinhatchee Land Fill	SR 361

STATE GOVERNMENT

Taylor Correctional Institute	8501 Hampton Springs Road

HEALTH FACILITIES

Doctor's Memorial Hospital	333 N. Byron Butler Pkwy

WATER/WASTEWATER TREATMENT

Perry Wastewater Treatment Plant	507 West Golf Course Road
City of Perry Spray field	Landfill Rd. Hampton Springs
Taylor Coastal Water & Sewer Dist.	18820 Beach Rd. Keaton Beach
Big Bend Water & Sewer	1313 First Ave. SE Steinhatchee

OTHER UTILITIES

Progress Energy Florida	Substation: 1690 East Green St
	Substation: 433 US 19 N
Tri-County Electric Cooperative	Perry Sub – US 19S at Beach Rd.
	Scanlon Sub – Hwy 14 off US 98
	Steinhatchee Sub Hwy 51 – Steinhatchee

COMMUNICATIONS

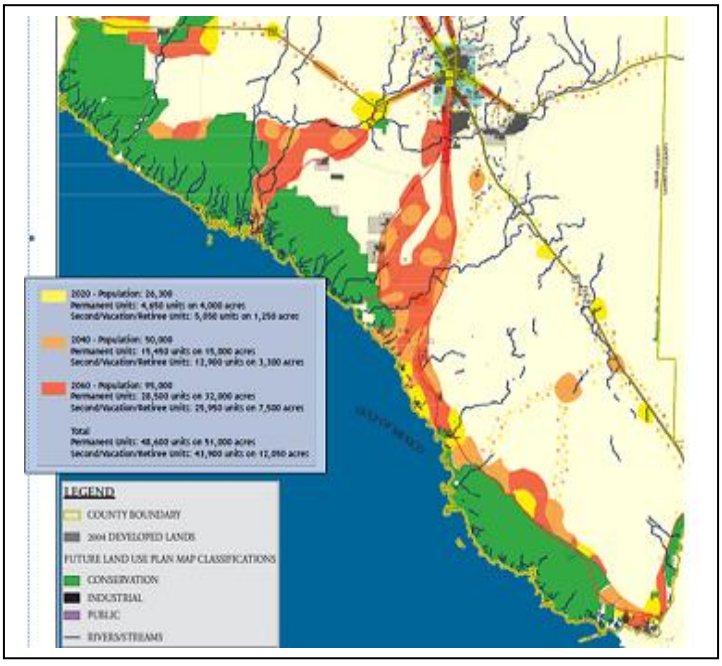
Comcast Cablevision	1485 Buckeye Nursery Road

OTHER HURRICANE SHELTERS

Covenant Christian Fellowship Church	6050 Puckett Road
Fellowship Baptist Church – Steinhatchee	1st Ave.
Church of Jesus Christ of Latter Day Saints	Woods Creek Road

5. Future Development and Flooding

As mentioned earlier in the LMS, the *Vision 2060 Plan* projects 20-year growth increments through the year 2060, mostly occurring along Taylor County's coastal zone. Future flooding will be a concern. Taylor County is a participant in the National Flood Insurance Program, and as such, has adopted and incorporated a local flood plain ordinance that contains the federal requirements for building in any 100-year flood zone. Taylor County has substantial tracts of undeveloped coastal property, and as development pressure is placed on the County, the LMS Working Group will continue to work to ensure that future development in all flood zones meets or exceeds minimum flood standards. The areas along the coastline and near the town of Steinhatchee are particularly susceptible to flooding. As these areas grow, the risks due to flooding will increase proportionally. Also, as the City of Perry grows there is the likelihood of increased damage due to flooding. The development associated with streets and infrastructure and the increases of concrete could cause issues with storm water drainage that could result in flooding and damage.



Map V.D.9: Future Development – Taylor County

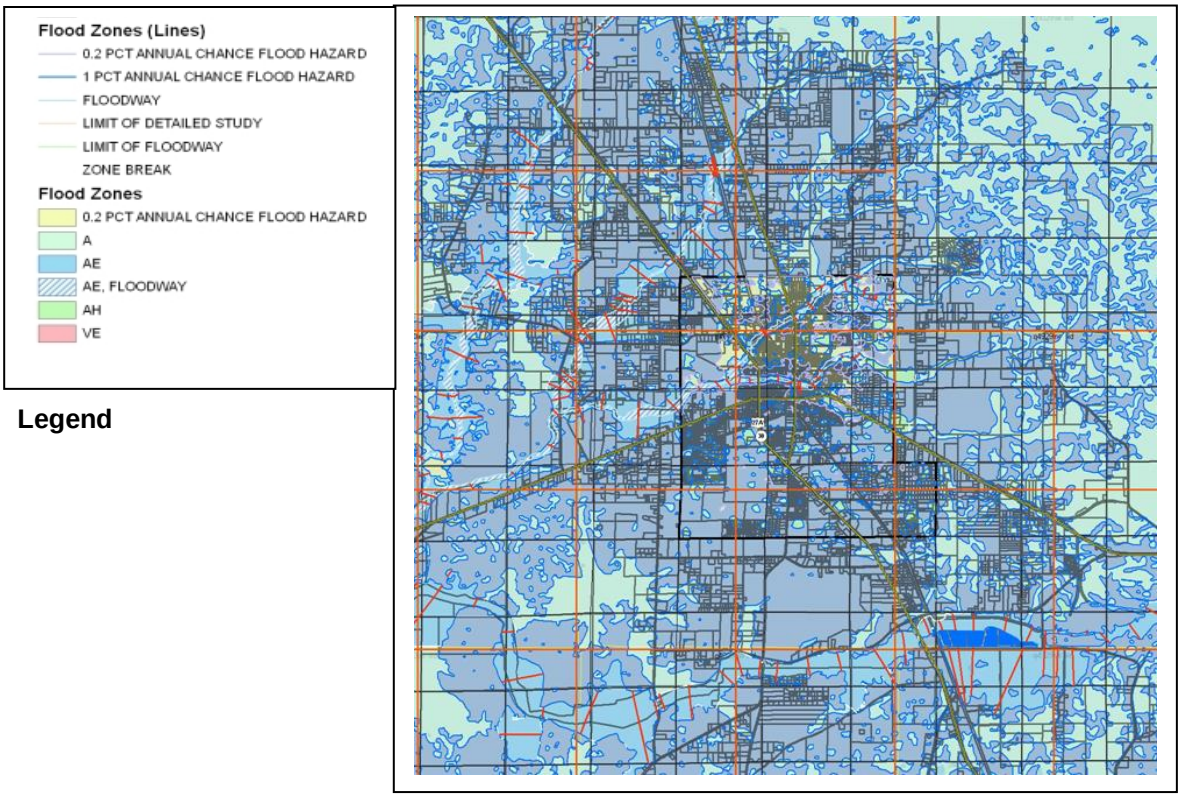
The City of Perry will continue to comply with the NFIP. The City of Perry's efforts towards compliance include:

1. Regulation of residential, nonresidential, and elevated buildings to meet specific standards above the NFIP.
2. Maintaining supplies of FEMA/NFIP materials to help homeowners evaluate measures to reduce damage.
3. Maintaining a map of areas that flood frequently and prioritizing those areas for inspection immediately after the next flood or heavy rains.
4. Regulation of residential, nonresidential, and elevated buildings to meet specific standards above the NFIP.
5. The prohibition of new development within a designated floodway

6. The City of Perry Vulnerability

The City of Perry has an individualized FIRM map that shows the specific areas prone to flooding. These are the areas around the Fenholloway River and Rocky Creek. One specific location in Perry is particularly vulnerable to flooding in the future. The Doctor's Memorial Hospital located at 333 North Byron Butler Parkway has been renovated for $21 Million. The hospital is elevated and has been approved by Engineering and Emergency Management, but based on the existing FIRM maps, this facility lies within the designated 100-year flood plane. Also specific to the City of Perry, Spring and Pimple Creeks have flooded portions of Perry in the past.

Map V.D.10: NFIP FIRM Map for City of Perry



Legend

The previous FIRM map is for the City of Perry. As noted earlier, greater detail can be secured by expanding any panel from the website. As can be seen, the majority of City of Perry lies outside of the 100-flood zone.

E. Drought and Heat Wave

A drought is a period of drier-than-normal conditions that results in water-related problems. Precipitation (rain or snow) falls in uneven patterns across the country. When no rain or only a small amount of rain falls, soils can dry out and plants can die. When rainfall is less than normal for several weeks, months, or years, the flow of streams and rivers decline. Water levels in lakes and reservoirs fall, and the depth to water in wells decreases. If dry weather persists and water supply problems develop, the dry period can become a drought. The first evidence of drought usually is seen in records of rainfall. Within a short period of time, the amount of moisture in soils can begin to decrease. The effects of a drought on flow in streams and rivers or on water levels in lakes and reservoirs may not be noticed for several weeks or months. Water levels in wells may not reflect a shortage of rainfall for a year or more after the drought begins. A period of below-normal rainfall does not necessarily result in drought conditions. Some areas of the United States are more likely to have droughts than other areas. In humid, or wet, regions, a drought of a few weeks is quickly reflected in a decrease in soil moisture and in declining flow in streams. In arid, or dry, regions, people rely on ground water and water in reservoirs to supply their needs. They are protected from short-term droughts, but may have severe problems during long dry periods because they may have no other water source if wells or reservoirs go dry.

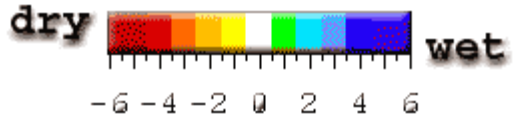
Temperatures that hover 10 degrees or more above the average high temperature for the region and last for several weeks are defined as a heat wave. Humid or muggy conditions, which add to the discomfort of high temperatures, occur when a "dome" of high atmospheric pressure traps hazy, damp air near the ground. Excessively dry and hot conditions can provoke dust storms and low visibility. Droughts occur when a long period passes without substantial rainfall. A heat wave combined with a drought is a very dangerous situation.

Heat kills by pushing the human body beyond its limits. Under normal conditions, the body's internal thermostat produces perspiration that evaporates and cools the body. However, in a heat wave and high humidity, evaporation is slowed and the body must work extra hard to maintain a normal temperature. Most heat disorders occur because the victim has been overexposed to heat or has over exercised for his or her age and physical condition. Other conditions that can induce heat-related illnesses include stagnant atmospheric conditions and poor air quality.

A prolonged drought can have a serious economic impact on a community. Increased demand for water and electricity may result in shortages of resources. Taylor County has not experienced any major droughts in the past several years. However, should a prolonged drought occur during the summer months, with temperatures above normal levels, there could be losses in certain areas of the agriculture production.

The **Palmer Drought Severity Index (PDSI)** has been the most commonly used drought index in the United States and was developed to measure intensity, duration, and spatial extent of drought. PDSI values are derived from measurements of precipitation, air temperature, and local soil moisture, along with prior values of these measures. Values range from -6.0 (extreme drought) to +6.0 (extreme wet conditions), and have been standardized to facilitate comparisons from region to region.

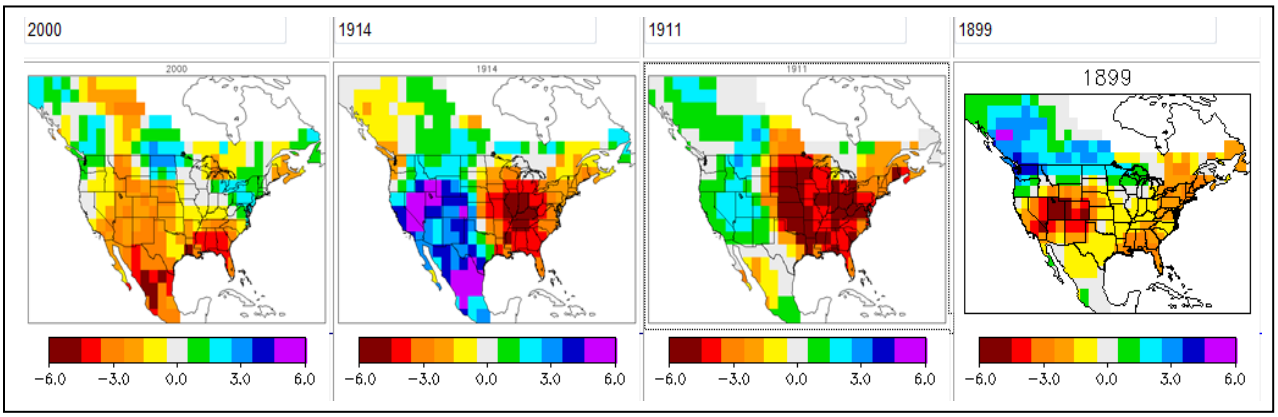
Palmer Drought Severity Index (PDSI)



Source: http://www.ncdc.noaa.gov/paleo/drought/drght_pdsi.html

In the recent past, Taylor County has documented several occurrences of drought. These are the more notable ones.

Map V.E.1: Historical Droughts Impacting Taylor County



North American Drought Atlas PDSI Reconstructions, Version 2a(2008) - Annual Maps
http://www.ncdc.noaa.gov/cgi-bin/paleo/pd08plot.pl

Using data from the Palmer Drought Severity Indices (PDSI) for summer (June-August), the above data can be generated for the past 100 years, and beyond that into the 1700's based on data gathered from tree rings. Additional years of drought occurred in 1999, 1998, 1986, 1981, 1967, 1955, 1932, 1927, 1925, 1898, 1897, 1896, 1890, and 1849. Between 1845 – 2009, there have been approximately 18 years of extreme dry conditions, averaging one event every 8.25 years. Consequences have resulted in some drinking water wells going dry, and crop losses.

1. **Probability**

   Heat related hazards such as drought or a heat wave can occur in the Taylor County area, however it has not been a major issue to date. The probability of a significant event of this nature occurring is relatively low and does not demand a great deal of attention by the County's resources. If an issue arises, it will occur over a period of days and weeks, so there will be time for preparations and contingency planning at the time of the event. Due to the hot and humid climate of Florida, all residents and business are used to high temperatures so this type of hazard does not represent as much of a hazard situation as it would to other areas with less water resources, air-conditioning, and refrigeration capabilities.

2. **Future Development and Drought**

   As Taylor County and the City of Perry grow, it increases the risks of drought and related heat issues. Higher population will increase the demand on water resources for human, agricultural and livestock needs. This will make the environment more prone to drought conditions. In addition, larger populations of humans and animals will increase the possibilities of injury, sickness, and death due to heat conditions.

3. **Vulnerability Analysis**

   The topography of Taylor County varies from coastline and marshes to wooded forests and production farmland making some areas more susceptible to damage from heat and drought. The inland areas with the timber forests and agricultural farms are most likely to be the most impacted in the event of extended heat and minimal rain. The timber industry could be most impacted with trees dying from drought and the even greater danger of forest fires due to the lack of moisture. Secondly the economy of the agricultural sector would be adversely affected by decreases in production and higher costs. There is minimal information about the effects of a long term drought in Taylor County, so more research is required to fully analyze the community's vulnerability. Besides the coastline and marsh area, the rest of Taylor County has equal risk and equal vulnerability to heat and drought.

4. **The City of Perry - Vulnerability**

   The City of Perry has a slightly different vulnerability to heat and drought than the rest of the county. The urban environment of the City and the surrounding areas puts a higher population of humans at risk from heat related illnesses. There are additional resources in the City that can aid these problems, but the human risk is higher than the rest of the county at large.

   On the other hand, the city does not have a substantial economic risk from this hazard. The County areas with the high level of agriculture, livestock, and timber forest are much more economically vulnerable than the City of Perry.

F. Freeze and Winter Storms

A winter storm can range from moderate snow over a few hours to blizzard conditions with high winds, freezing rain or sleet, heavy snowfall with blinding wind-driven snow and extremely cold temperatures that lasts several days. Some winter storms may be large enough to affect several states while others may affect only a single community. All winter storms are accompanied by cold temperatures and blowing precipitation, which can severely reduce visibility.

The climate in the Florida Panhandle is mild, compared to the remainder of the nation to the north, and winter storms of this nature are very rare. During the winter, Florida has approximately double the amount of hours of sunlight than the states to the north, resulting in milder temperatures, so winter storms and freezes are not a very high priority for the Taylor County LMS Working Group. However, should a prolonged freeze occur any time between January and March, there is potential risk to human life due to exposure to the weather and more importantly automobile accidents due to freezing road conditions.

In the winter of 1989, Taylor County suffered a major freeze lasting over two days. Temperatures remained below 32^0 during the day and dropped down to 17^0 at night, causing some roadways to ice over and creating hazardous traffic conditions. For example, approximately 52 traffic accidents, without major injuries, occurred one morning within an 8-mile section of Highway 19 between Pineland and the south county line. The death of one elderly person was also attributed to the freeze due to lack of adequate heating in the home. Electricity was out through the county due to problems with power lines and trees and debris. The restoration of services was also delayed by transportation issues caused by icy conditions.

1. **Probability**
   There is a distinct probability that winter weather will again impact northern Florida in the near term. Every winter this possibility has to be considered and appropriate preparations must be made for traffic conditions and potential power outages. However, the chance of a seriously damaging winter season is not high when compared with the rest of the county. With this in mind, the probability of a significantly damaging winter storm is considered low by the LMS Working Group.

2. **Vulnerability Analysis**
   Vulnerability in Taylor County due to winter storms and freezing conditions can be characterized in three categories:

   - Human health issues due to exposure. In severe conditions many Floridians will be unprepared for extreme cold. Being a state near the tropics, warm and hot temperatures are the norm. Therefore most residents focus on cooling and air-conditioning investments rather than heating. Some residents will not have sufficient heat and could be exposed and suffer the consequences. Other residents will cause themselves injury or worse using dangerous electric and propane heaters or even

open fires. At least once per year, Taylor County opens a small shelter or puts one on standby to assist citizens without proper heating capabilities.

- Agricultural and livestock issues due to exposure. Much of Taylor County's economy is based on agriculture and livestock, so extreme cold conditions will severely impact this sector. Prolonged periods of cold will result in losses to crops and animals that will endanger the businesses of many small and medium sized farms.

- Transportation issues due to icy driving conditions. Highways 19, 98, 221 and 361 are the major transportation corridors for the County. With winter storms, these roads may become icy causing dangerous conditions for commercial and residential traffic throughout the county. Accidents are a high probability with the subsequent injuries and economic impact. In addition, there will be an increase in costs to the county for providing services such as police for accident reporting and traffic control, public works for debris removal and road repairs, and emergency services for managing the event.

3. City of Perry - Vulnerability

The likelihood of winter weather affecting the City of Perry is exactly the same as it is for the rest of the unincorporated County. Based on the overall vulnerability for the County, the City of Perry does differ in the lack of agriculture and commercial livestock. The City will be most vulnerable to transportation and traffic issues due to the greater number of roads and the higher and denser population. Also the larger number of people will increase the probability of injuries, illnesses or deaths related to the cold.

G. Sinkholes and Landslides

Landslides are a serious geologic hazard common to almost every state in the United States. It is estimated that nationally they cause up to $2 billion in damages and between 25 to 50 deaths annually. Globally, landslides cause billions of dollars in damage and thousands of deaths and injuries each year.

Some landslides move slowly and cause damage gradually, whereas others move so rapidly that they can destroy property and take lives suddenly and unexpectedly. Gravity is the force driving landslide movement. Factors that allow the force of gravity to overcome the resistance of earth material to landslide movement include geological issues, saturation by water, steepening of slopes by erosion or construction, alternate freezing or thawing, earthquake shaking, and volcanic eruptions.

Landslides are typically associated with periods of heavy rainfall or rapid snowmelt and tend to worsen the effects of flooding that often accompanies these events. In areas burned by forest and brush fires, a lower threshold of precipitation may initiate landslides. Florida is not particularly susceptible to landslides however; sinkholes are a similar phenomenon that does occur in the area and cause occasional damage.

Sinkholes are a common feature of Florida's landscape. They are only one of many kinds of karsts landforms, which include caves, disappearing streams, springs, and underground drainage systems, all of which occur in Florida. Karst is a generic term which refers to the characteristic terrain produced by the erosion processes associated with the chemical weathering and dissolution of limestone or dolomite, the two most common carbonate rocks in Florida. Dissolution of carbonate rocks begins when they are exposed to acidic water. Most rainwater is slightly acidic and usually becomes more acidic as it moves through decaying plant debris.

The limestone foundation underlying most of Florida is porous, allowing the acidic water to percolate through their strata, dissolving some limestone and carrying it away in solution. Over eons of time, this persistent erosion process has created extensive underground voids and drainage systems in much of the carbonate rocks throughout the state. Collapse of overlying sediments into the underground cavities produces sinkholes.

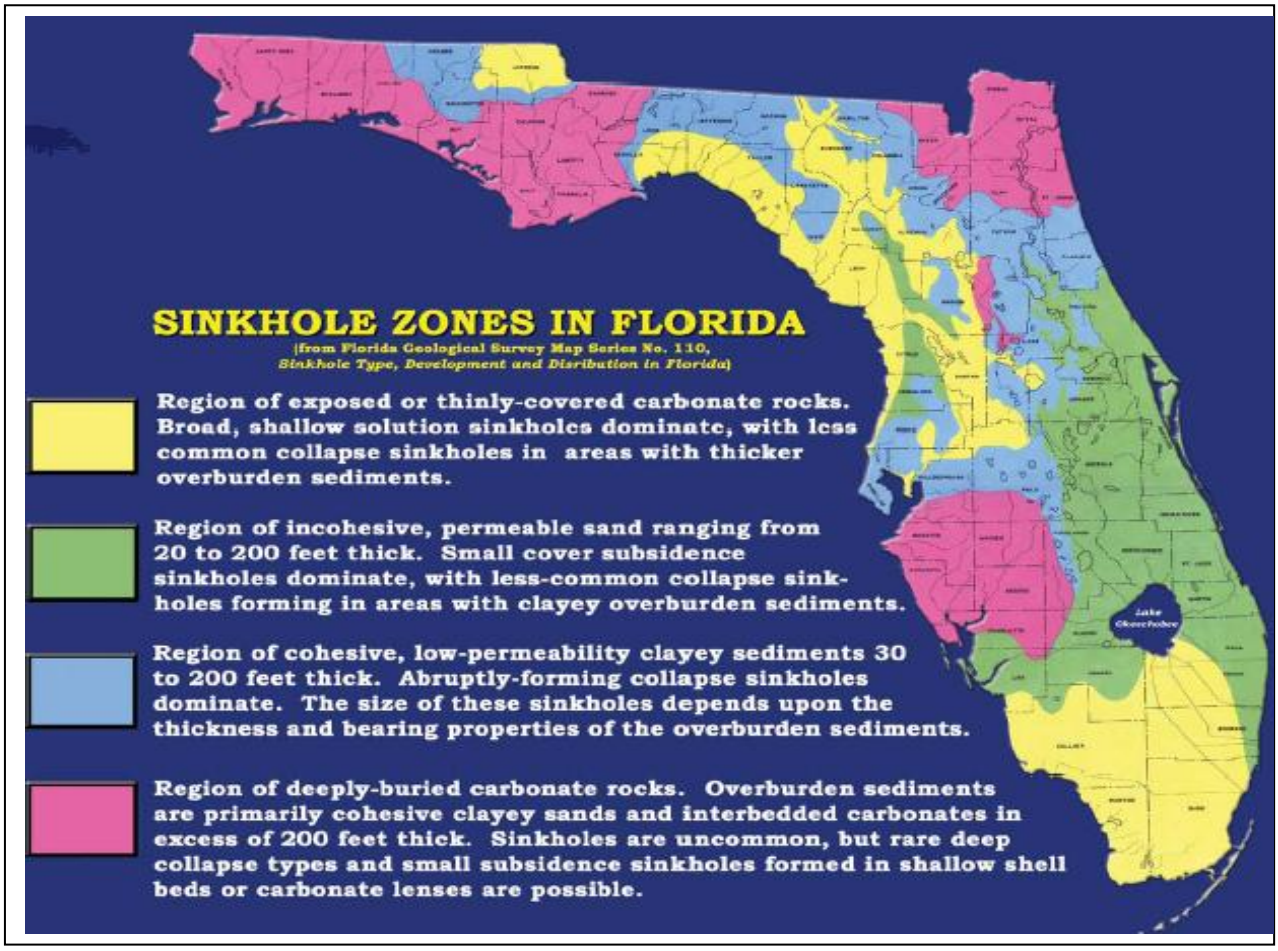
When groundwater discharges from an underground drainage system, it normally flows through a spring, such as Wakulla Springs, Silver Springs, or Rainbow Springs. Sinkholes can occur in the beds of streams, sometimes taking all of the stream's flow, creating an underground stream. Dry caves are parts of Karsts drainage systems that are above the water table, such as Marianna Caverns. The image below shows the damage caused by an active sinkhole in South Florida.

Map V.G.1: Sinkhole Impacting Florida Community

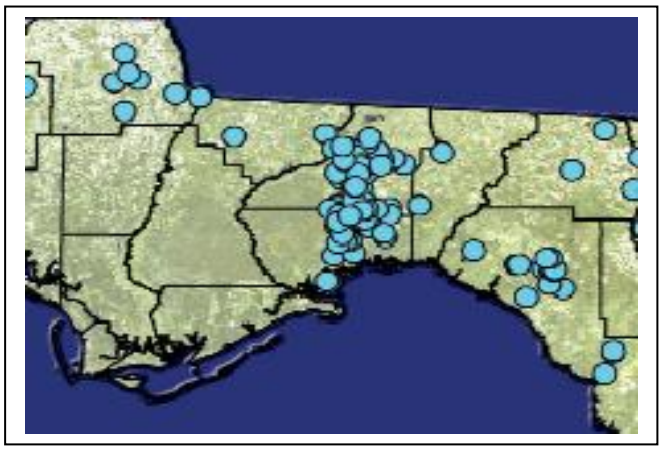


The following map from the U.S. Department of the Interior, Geological Survey, shows that Taylor County has two distinct risk zones for sinkholes. Most of the County is in the yellow area marking bare or thin covered limestone and the northeastern portion is blue designating it a higher risk area with 30 to 200 feet covering the limestone.

Map V.G.2: Sinkhole Zones in Florida



The Florida Department of Environmental Protection (FDEP) maintains the official sinkhole database for the State of Florida, and has over 2,759 individual reports. The following is pulled directly from the FDEP website, and is a site map of all reported sinkholes in the general area of Taylor County.



Map V.G.3: FDEP Sinkhole Atlas – Including Taylor County, Florida

Source: Florida Department of Environmental Protection
http://www.dep.state.fl.us/geology/geologictopics/sinkhole/florida_sinkhole_poster.pdf

Below are the known sinkholes in Taylor County pulled from the Department of Environmental Protection's sinkhole database.

Table V.G.4: Sinkhole Database – Taylor County, Florida

Taylor County Sinkhole Database - 2010										
COUNTY	DATE ADD	DATE_REV	YR	LONGDEC	LATDEC	QUAD	OSTREET	LNGTH	WIDTH	DEPTH
TAYLOR			1969	-83.65138889	29.97361111	OKEFENOKEE SLOUGH		3.000	3.000	10.000
TAYLOR		9/15/2006	1970	-83.84814747	30.14276408	JOHNSON HAMMOCK		3.000	3.000	3.000
TAYLOR			1970	-83.68888889	30.09583333	HAMPTON SPRINGS		6.000	6.000	8.000
TAYLOR			1969	-83.51527778	30.00416667	PERRY		15.000	15.000	20.000
TAYLOR		9/10/2006	1970	-83.49707522	30.07647439	PERRY		2.000	2.000	2.000
TAYLOR		9/15/2006	1970	-83.35972222	29.68888889	JENA		12.000	12.000	4.000
TAYLOR		9/10/2006	1971	-83.55916433	30.07729536	PERRY		8.000	8.000	0.000
TAYLOR			1970	-83.67500000	30.09305556	HAMPTON SPRINGS		6.000	6.000	1.000
TAYLOR		9/10/2006	1972	-83.55900356	30.00395547	PERRY		25.000	25.000	20.000
TAYLOR		9/13/2006	1971	-83.55277778	30.07083333	PERRY		11.000	11.000	5.000
TAYLOR	2/16/2004		2003	-83.62472222	29.96527778	WARRIOR SWAMP	307 LEROY LYONS RD	0.000	0.000	0.000
TAYLOR	3/18/2004		2000	-83.60388889	30.12250000	PERRY	MILLER ROAD	0.000	0.000	0.000
TAYLOR	3/18/2004		2000	-83.53944444	30.08500000	PERRY	GROVES CARLTON ROAD	25.000	15.000	15.000
TAYLOR			1984	-83.32500000	29.77500000	CLARA		2.000	6.000	1.500
TAYLOR			1984	-83.32500000	29.77500000	CLARA		2.000	6.000	2.000
TAYLOR			1985	-83.54611111	30.07694444	PERRY		20.000	16.000	6.000
TAYLOR			1986	-83.55944444	30.11722222	PERRY, I-23		7.000	7.000	7.000
TAYLOR			1982	-83.57500000	30.11666667	PERRY, I-23	301 SOUTH ARENA STR.	12.000	12.000	8.000
TAYLOR	12/18/2008		2007	-83.58539111	30.06012528	PERRY		0.000	0.000	50.000
TAYLOR	12/17/2008		2008	-83.57011600	30.11142100	PERRY	414 WORLEY WAY	25.000	0.000	6.000

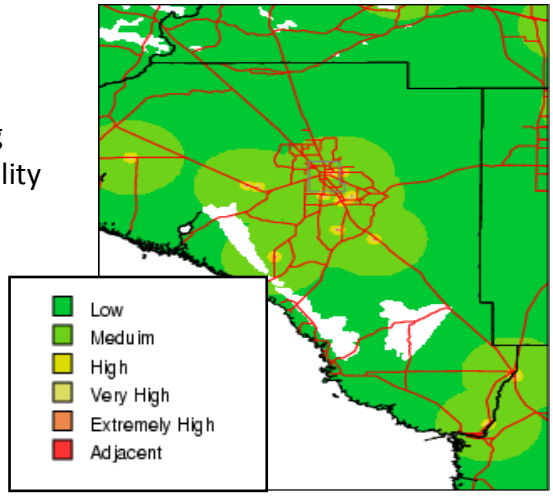
Source: http://www.dep.state.fl.us/geology/geologictopics/sinkhole/sink_dis_excel.htm

1. **Probability**

   The probability that a sinkhole will occur in Taylor County sometime in the near future is very high, but the likelihood of this hazard causing significant damage to the county in general is very low. These events are isolated and usually very small in geographic extent. This hazard is considered a relatively low priority for the LMS Working Group.

2. **Vulnerability Analysis**

   Based on the data and modeling from the MEMPHIS risk assessment system the following map and reports detail the estimated vulnerability and damages associated with sinkhole hazards.



Map V.G.5: Vulnerability – Sinkholes Taylor County

Tables V.G.6 a-c: Risk Estimates – Sinkholes, Taylor County

Population at risk for KAC Sinkhole Risk							
Zone	Total	Minority	Over 65	Disabled	Poverty	Lang Iso	Sing Pnt
Low	2285	57	267	818	259	0	128
Medium	16638	4156	2315	7071	2891	0	1202
High	904	105	148	521	108	0	48
Extreme	760	209	69	326	142	0	50

Structures at Risk for KAC Sinkhole Risk							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Low	2520	715	465	133	27	41	1139
Medium	9236	4453	2438	286	403	175	1481
High	826	488	152	28	62	33	63
Very High	382	211	58	7	23	13	70
Extreme	158	82	46	5	4	3	18
Adjacent	7	6	1	0	0	0	0

Value of Structures by DOR Use for KAC Sinkhole Risk ($Millions)							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Low	$1,055.91	$138.76	$32.45	$1.64	$14.00	$14.65	$854.41
Medium	$2,540.55	$813.62	$156.09	$42.76	$550.04	$340.44	$637.60
High	$263.75	$92.79	$9.74	$0.61	$62.96	$72.56	$25.09
Very High	$129.51	$44.29	$4.00	$0.05	$15.49	$21.34	$44.34
Extreme	$21.92	$12.51	$2.79	$0.02	$1.14	$0.49	$4.97
Adjacent	$0.62	$0.58	$0.04	$0.00	$0.00	$0.00	$0.00

3. **Future Development and Sinkholes**
   Based on the levels of risk shown on the map above, the area around the City of Perry has a high degree of risk than other areas of the county. As the City continues to grow relatively more than the unincorporated County, the risks associated with sinkholes in this area will increase with the higher populations and the greater number of structures.

4. **City of Perry – Vulnerability**
   The areas in and around the City of Perry are more at risk to sinkholes than other areas of the unincorporated County. Based on participation and feedback from the City Public Works Department, sinkholes can damage the city's infrastructure including water and sewer pipes and roads. Some of the roads at risk include Courtney Road and also 9th Street. The loss data for the City of Perry is located in Section VI.

H. Coastal and Riverine Erosion

Erosion is a process that involves the gradual wearing away, transportation, and movement of land. However, not all erosion is gradual. It can occur quite quickly as the result of a flash flood, coastal storm, or other event. Most of the geomorphic change that occurs in a river system is in response to a peak flow event. It is a natural process but its effects can be exacerbated by human activity. Erosion is a problem in developed areas where the disappearing land threatens development and infrastructure.

Taylor County has approximately 45 miles of low energy (no waves) coastline. Most of this coastal area is partially vulnerable to erosion caused by astronomical high tides or from storm surges. The extent of the erosion is minor, and not expected to exceed one foot of shore per decade. This can be exasperated by hurricanes or winter storms. Particular attention is focused on the roads that run along the coastlines. These roads tend to be impacted by saltwater and debris and over time the ground around the roads is eroded. This road damage is in constant need of repair by the County. River Road in Steinhatchee and Front Road in Dekle Beach are both very close to the coast and are vulnerable to erosion. This also can affect the other coastal communities of Dark Island, Keaton Beach, Ezell and Cedar Island.

The major rivers do have some erosion and the potential for more, but there is little established data for comparisons and analysis. The LMS working group does not consider this hazard to be a primary threat to human life or of significant economic potential. Further research about the probability, extent and damage associated with this hazard needs to be conducted and will be addressed in the future by the LMS Working Group as applicable.

Most issues dealing with erosion will be related to flooding, storm and hurricane issues so most profiling and analysis has been conducted on these higher priority hazards.

1. **Probability**
   There is a low probability that Coastal or Riverine Erosion will seriously impact Taylor County and the City of Perry. When it does occur, it happens in conjunction with thunderstorms, hurricanes and other flooding events.

2. **Future Development and Erosion**
   As the County and the City of Perry grow and develop, the issue of erosion may become more important. This is especially true in light of the increased development considered in the County Vision 2060 Plan, where up to an extra 188,000 units could be built near the coastline. The LMS Working Group will continue to monitor the situation as it occurs.

3. **Vulnerability Analysis**
   The areas most vulnerable to erosion are along the banks of the major rivers and creeks in the County. See the map below with the major watersheds delineated.

Map V.H.1: Rivers of Taylor County



Taylor County does not have fast flowing rivers, and is not susceptible to any significant degree of riverine erosion. The coastline is predominately tidal marsh land, and does not erode. The coastal area is not susceptible to subsidence either.

4. **City of Perry – Vulnerability**
   The southern side of Perry follows the Fenholloway River that historically is not susceptible to erosion.

I. Earthquakes

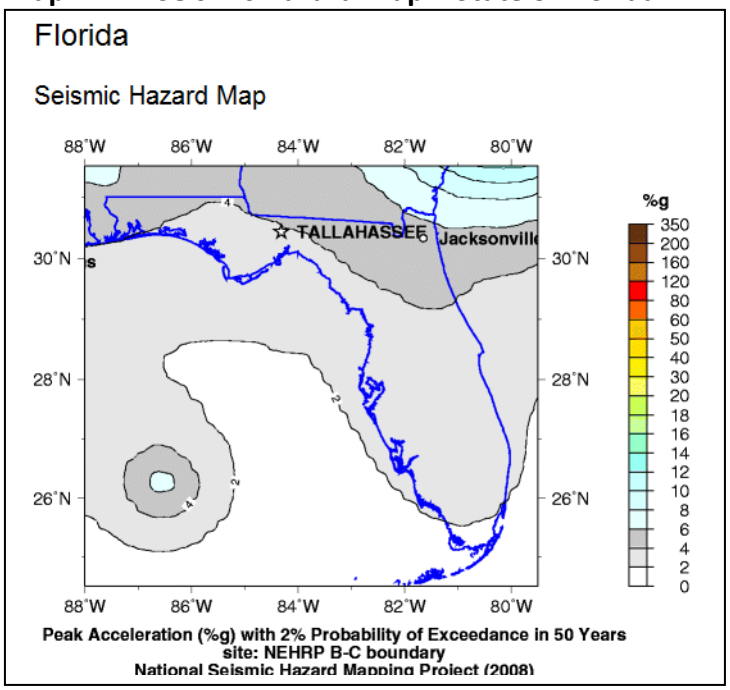
Most earthquakes are causally related to compression or tension stresses built up at the margins of the huge moving lithospheric plates that make up the earth's surface. The immediate cause of most shallow earthquakes is the sudden release of stress along a fault, or fracture in the earth's crust, resulting in the movement of the opposing blocks of rock past one another. These movements cause vibrations to pass through and around the earth in wave form, just as ripples are generated when a pebble is dropped into water. Volcanic eruptions, rock-falls, landslides, and explosions can also cause a quake, but most of these are of only local extent.

Earthquakes are categorized by the **Richter Earthquake Magnitude Scale**:

Magnitude	Earthquake Effects
2.5 or less	Usually not felt, but can be recorded by seismograph.
2.5 to 5.4	Often felt, but only causes minor damage.
5.5 to 6.0	Slight damage to buildings and other structures.
6.1 to 6.9	May cause a lot of damage in very populated areas.
7.0 to 7.9	Major earthquake. Serious damage.
8.0 or greater	Great earthquake. Can totally destroy communities near the epicenter.

The entire State of Florida is in the lowest risk category for earthquakes as seen in the Seismic Hazard Map below from the USGS.

Map V.I.1: Seismic Hazard Map – State of Florida

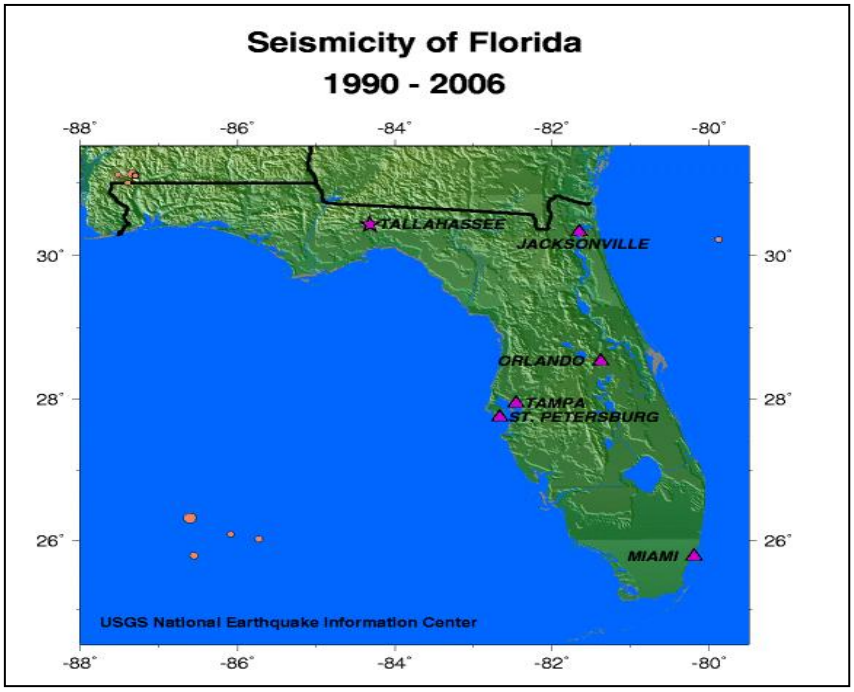


Source: http://earthquake.usgs.gov/earthquakes/states/florida/hazards.php

The following map identifies the locations of the historical earthquakes impacting Florida. Only four recorded minor earthquakes (2.5 magnitude or less) have affected Florida since 1990, and none of these were experienced in Taylor County. There have been several tremors felt in Florida since the 1700's, but none have caused significant damage or loss of life.

Map V.I.2: Seismic Activity – State of Florida

Source: http://earthquake.usgs.gov/earthquakes/states/florida/hazards.php



Seismic activity in the Atlantic Ocean can trigger a tsunami event. The probability of this type of event occurring is very small however it needs to be considered. Because of the location of Taylor County in the gulf of Mexico, this possibility is less than for locations on the east coast of Florida.

1. **Probability**

   The probability is extremely low that a major earthquake will impact Taylor County and cause significant damage. Taylor County is in the low risk category for seismic activity and there are no past-recorded incidents.

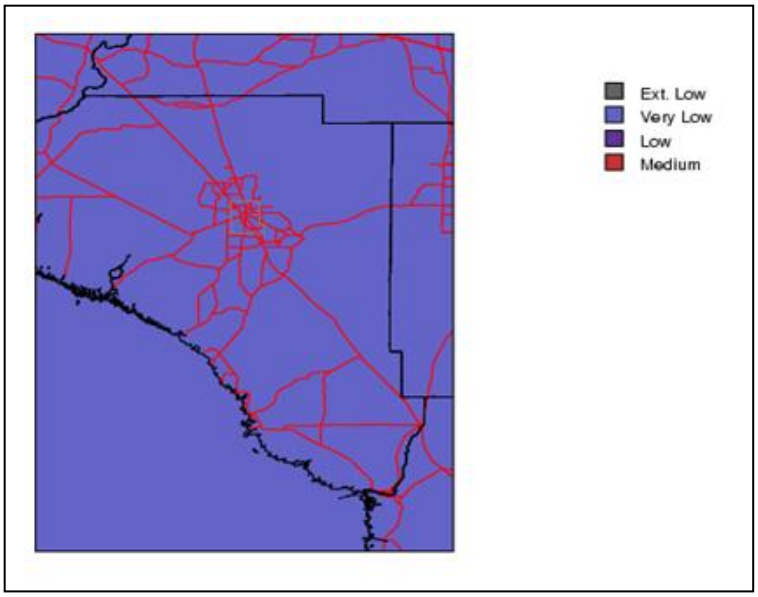
2. **Future Development and Earthquakes**

   As the County grows and there is a larger population with more infrastructure, there will be more vulnerability to earthquakes. However, the probability remains extremely low that this event will impact Taylor County.

3. **Vulnerability Analysis**

   If an earthquake were to affect Taylor County and the City of Perry it would most likely not cause significant damage or loss of life. The following map and reports from the MEMPHIS system estimate the potential damages for the County.

Map V.I.2: Earthquake Risk for Taylor County



Tables V.I.3 a-c: Risk Estimates- Earthquake, Taylor County

Population at risk for USGS 50 Year Earthquake							
Zone	Total	Minority	Over 65	Disabled	Poverty	Lang Iso	Sing Pnt
Very low	21546	4977	2966	9213	3616	0	1462

Structures at risk for USGS 50 Year Earthquake							
Zone	Total	SF Res	MHome	MF Res	Commercial	Agric	Gov/Instit
very low	12904	5606	3329	486	611	264	2608

Value of Structures by DOR Use for USGS 50 Year Earthquake ($Millions)							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
very low	$4,260.60	$1,126.05	$223.01	$45.34	$645.72	$581.66	$1,643.75

4. **Future Development and Earthquakes**
   No foreseeable future development trends will significantly alter the risks and vulnerability of Taylor County to earthquakes and seismic activity.

5. **City of Perry - Vulnerability**
   There are no differences in the extent, risks and vulnerability for the City of Perry and Taylor County. The City does have a higher and more dense population and much more

infrastructure and buildings, however the risk of seismic activity is very low and the chances of significant damage are even lower.

J. City of Perry Risk Assessment

Throughout Section V of this report, the City of Perry is discussed, and its vulnerability and risk to each hazard identified. This section provides a summary of those individual assessments.

The City of Perry is the largest and only incorporated city in Taylor County. It is the county seat and is the intersection of all the major roads and railroads. Most of the business and industry is located in or around the incorporated City. Approximately half of the County's population lives within the City boundaries. This map delineates the city limits and the five distinct voting districts.

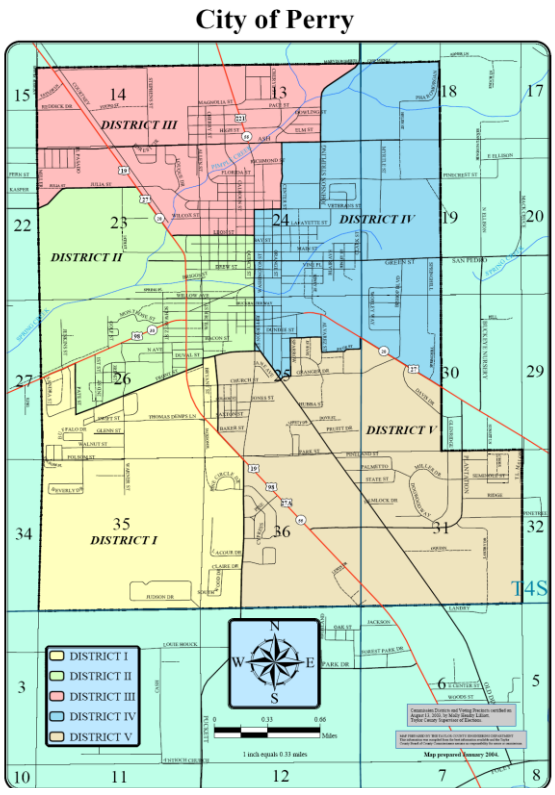
The following sections describe any differences between the City of Perry and the unincorporated County with respect to hazard risks and vulnerabilities.

1. Hurricanes

Based on the hurricane's category, strength and landfall position the vulnerable areas, facilities and populations will vary. Obviously the stronger the storm is then the more potential damage to the County, however the primary area-at-risk is along the coastline. With this in mind the risks and vulnerability for the City of Perry is not substantially different from the risks to the unincorporated county.

The following data is specific to the City of Perry from the Memphis data, and updated using the 2009 FDOR Property Valuations and Tax Data. The graphics for the City of Perry are in Section V under the hurricane section. They are the same as those of the County.

Impact Summary – Category 1
Peak winds 79.mph, peak water depth 0.0ft.



Map V.J.1: City of Perry Borders

Category 1 Maximum Damage Summary:

Tax Parcel based Wind Damage:	$ 20.75 Million	
DOR based Flood Damage:	$ 0.00 dollars	
DOR Structures in Flood Zone:	0	
Census based Wind Damage:	$ 11.97 Million	
Census based Flood .Damage:	$ 0.00 dollars	
Uninhabitable Housing Units:	8	0.2% of total HU.

Table V.J.2 a-c: Risk Estimates – Cat 1 Hurricanes, City of Perry

Population at Risk for Category 1					
	Total	**TS Wind**	**Hur Wind**	**Ext Wind**	**Flooded**
Total	7824	7824	4259	0	0
Minority	3435	3435	1747	0	0
Over 65	1146	1146	623	0	0
Disabled	3571	3571	1860	0	0
Poverty	2131	2131	1284	0	0
Lang Iso	0	0	0	0	0
Sing Pnt	848	848	452	0	0

Structures at risk for Category 1					
	Total	**TS Wind**	**Hur Wind**	**Ext Wind**	**Flooded**
SF Res	2677	2677	1734	0	0
Mob Home	423.7	423.7	273.9	0	0
MF Res	76.16	76.16	58.24	0	0
Commercial	394.8	394.8	278.4	0	0
Agriculture	195.7	195.7	128.8	0	0
Gov/Instit	145.2	145.2	74.16	0	0

Loss by DOR Use for Category 1 ($Millions)			
	Exposure	**Loss**	**Percent Loss**
SF Res	$430.04	$6.78	1.57%
Mob Home	$26.82	$2.09	7.75%
MF Res	$26.01	$0.35	1.34%
Commercial	$234.30	$3.56	1.52%
Agriculture	$269.90	$4.27	1.6%
Gov/Instit	$44.85	$0.69	1.53%

Impact Summary – Category 3
Peak winds 117.mph, peak water depth 0.0ft.

Category 3 Maximum Damage Summary

Tax Parcel based Wind Damage:	$ 156.73 Million	
DOR based Flood Damage:	$ 0.00 dollars	
DOR Structures in Flood Zone:	0	
Census based Wind Damage:	$ 85.25 Million	
Census based Flood .Damage:	$ 0.00 dollars	
Uninhabitable Housing Units:	120	3.3% of total HU.

Table V.J.3 a-c: Risk Estimates – Cat 3 Hurricanes, City of Perry

Population at risk for Category 3					
	Total	**TS Wind**	**Hur Wind**	**Ext Wind**	**Flooded**
Total	7824	7824	7824	885	0
Minority	3435	3435	3435	650	0
Over 65	1146	1146	1146	189	0
Disabled	3571	3571	3571	529	0
Poverty	2131	2131	2131	358	0
Lang Iso	0	0	0	0	0
Sing Pnt	848	848	848	121	0

Structures at Risk for Category 3					
	Total	**TS Wind**	**Hur Wind**	**Ext Wind**	**Flooded**
SF Res	2390	2390	2390	261	0
Mob Home	331	331	331	30	0
MF Res	68	68	68	4	0
Commercial	329	329	329	24	0
Agriculture	190	190	190	15	0
Gov/Instit	141	141	141	14	0

Loss by DOR Use for Category 3($Million)			
	Exposure	**Loss**	**Percent Loss**
SF Res	$430.04	$53.03	12.3%
Mob Home	$26.82	$11.35	42.3%
MF Res	$26.01	$2.78	10.7%
Commercial	$234.30	$27.86	11.9%
Agriculture	$269.90	$33.04	12.2%
Gov/Instit	$44.85	$5.35	11.9%

Impact Summary – Category 5
Peak winds 161.mph, peak water depth 0.0ft.

Category 5 Maximum Damage Summary

Tax Parcel based Wind Damage:	630.08 Million	
DOR based Flood Damage:	$ 0.00 dollars	
DOR Structures in Flood Zone:	0	
Census based Wind Damage:	$ 338.67 Million	
Census based Flood .Damage:	$ 0.00 dollars	
Uninhabitable Housing Units:	560	15.2% of total HU.

Table V.J.4 a-c: Risk Estimates – Cat 5 Hurricanes, City of Perry

Population at Risk for Category 5					
	Total	**TS Wind**	**Hur Wind**	**Ext Wind**	**Flooded**
Total	7824	7824	7824	7824	0
Minority	3435	3435	3435	3435	0
Over 65	1146	1146	1146	1146	0
Disabled	3571	3571	3571	3571	0
Poverty	2131	2131	2131	2131	0
Lang Iso	0	0	0	0	0
Sing Pnt	848	848	848	848	0

Structures at Risk for Category 5					
	Total	TS Wind	Hur Wind	Ext Wind	Flooded
SF Res	2677	2677	2677	2677	0
Mob Home	424	424	424	424	0
MF Res	76	76	76	76	0
Commercial	395	395	395	395	0
Agriculture	196	196	196	196	0
Gov/Instit	145	145	145	145	0

Loss by DOR Use for Category 5			
	Exposure	**Loss**	**Percent Loss**
SF Res	$430.04	$218.49	50.8%
Mob Home	$26.82	$26.80	99.9%
MF Res	$26.01	$11.87	45.6%
Commercial	$234.30	$117.73	50.2%
Agriculture	$269.90	$136.88	50.7%
Gov/Instit	$44.85	$22.19	49.5%

2. Tornadoes

The City of Perry is equally vulnerable to storms and tornadoes as the rest of the County. However, due to the higher population and population density of the City, there is a greater probability of loss of life and property damage in Perry than in the unincorporated areas of the County. Warning the population is also more difficult due to the number of people that must be notified in a short period of time. Also, there are many more buildings with higher property values in the City of Perry than in the rest of the County. Therefore, there is a higher chance of damage if/when storm systems hit the City rather than the unincorporated areas.

Tables V.J.5 a-c: Risk Estimates – Tornado, City of Perry

POPULATION AT RISK FOR KAC TORNADO RISK						
Total	**Minority**	**Over 65**	**Disabled**	**Poverty**	**Lang Iso**	**Sing Pnt**
7824	3435	1146	3571	2131	0	848

Structures at risk for KAC Tornado Risk						
Total	**SF Res**	**Mob Home**	**MF Res**	**Commercial**	**Agriculture**	**Gov/Instit**
3449	2390	331	68	329	141	190

Value of Structures by DOR Use for KAC Tornado Risk ($Millions)						
Total	**SF Res**	**Mob Home**	**MF Res**	**Commercial**	**Agriculture**	**Gov/Instit**
$1,031.8	$430.04	$ 27.00	$26.01	$ 234.00	$269.90	$44.85

3. Forest Fires

The areas around the City of Perry are particularly susceptible to fires. Also the City has a larger population and a higher density of buildings. This increases the City's vulnerability to fires when compared to the unincorporated county. See the data below from the MEMPHIS program for the specific vulnerability analysis for the City of Perry.

Tables V.J.6 a-c: Risk Estimates – Fires, City of Perry

Population at Risk for FDOF Fire Risk LOC							
Zone	Total	Minority	Over 65	Disabled	Poverty	Lang Iso	Sing Pnt
Level 3	3796	2035	525	1632	1108	0	491
Level 4	722	627	114	457	334	0	116
Level 7	389	9	9	118	146	0	32
Level 9 (high)	97	57	30	58	10	0	10

Structures at Risk for FDOF Fire Risk LOC							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Level 1 (low)	299	0	246	15	8	27	3
Level 2	320	13	257	30	2	9	9
Level 3	973	497	242	38	74	76	46
Level 4	348	228	50	7	37	7	19
Level 5 (med)	343	220	38	6	46	13	20
Level 6	131	90	19	2	12	3	5
Level 7	289	215	17	8	31	3	15
Level 8	297	225	35	2	11	9	15
Level 9 (high)	478	212	44	69	89	46	18

Value of Structures by DOR Use for FDOF Fire Risk LOC (Millions)							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Level 1 (low)	$70.30	$0.00	$50.97	$0.77	$0.12	$17.35	$1.09
Level 2	$75.46	$3.93	$40.58	$2.05	$0.01	$24.69	$4.20
Level 3	$255.01	$82.39	$26.48	$6.61	$24.65	$103.55	$11.33
Level 4	$111.58	$37.87	$4.35	$8.80	$42.78	$13.12	$4.66
Level 5 (med)	$119.89	$39.50	$2.71	$0.18	$19.86	$54.37	$3.27
Level 6	$22.43	$16.64	$1.07	$0.02	$1.93	$1.43	$1.34
Level 7	$68.91	$44.60	$0.88	$0.11	$20.21	$1.09	$2.02
Level 8	$76.37	$35.50	$2.34	$0.01	$28.76	$4.20	$5.56
Level 9 (high)	$189.08	$23.17	$7.55	$23.00	$120.64	$11.33	$3.39

4. Floods

The City of Perry has FIRM maps maintained by the Suwannee River Water Management District as part of the FIRM map modernization program. They are available online at *http://www.srwmdfloodreport.com/Taylor.htm#*. They show the specific areas prone to flooding including the areas around the Fenholloway River and Rocky Creek. One specific location in Perry is particularly vulnerable to flooding in the future. The Doctor's Memorial Hospital located at 333 North Byron Butler Parkway was recently renovated for $21 Million. The hospital is elevated and has been approved by Engineering and Emergency Management, but based on the existing FIRM maps, this facility lies within the designated 100 year flood plain. Also specific to the City of Perry, Spring and Pimple Creeks have flooded portions of Perry in the past.

As can been seen from the statistics below, from the NFIP, the City of Perry does not experience any significant flooding losses on properties that have flood insurance. It is not expected to change in the future.

Tables V.J.7: NFIP Loss Statistics – City of Perry

NFIP LOSS STATISTICS: 1/1/78 - 12/31/2009					
Name	**Total Losses**	**Closed Losses**	**Open Losses**	**CWOP* Losses**	**Total Payments**
PERRY, CITY OF	**11**	**8**	**0**	**3**	**$219,822.04**
TAYLOR COUNTY	**263**	**205**	**0**	**58**	**$3,834,683.21**
*Closed Without Payment Losses					

5. **Drought and Heat Wave**

The City of Perry has a slightly different vulnerability to heat and drought than the rest of the county. The urban environment of the city and the surrounding areas put a higher population of humans at risk from heat related illnesses and possible deaths. There are additional resources in the city that can aid these problems, but the human risk is higher than the rest of the county at large.

On the other hand, the city does not have a substantial economic risk from this hazard. The County areas with the high level of agriculture, livestock, and timber forest are much more economically vulnerable than the City of Perry. There have been no related deaths caused by heat or drought in the City of Perry.

6. **Sinkholes and Landslides**

The areas in and around the City of Perry are more at risk to sinkholes than other areas of the unincorporated County. Based on participation and feedback from the City Public Works Department, sinkholes can damage the city's infrastructure including water and sewer pipes and roads. Some of the roads at risk include Courtney Road and also 9th Street. See the map and the reports below to compare the vulnerability of Perry to the rest of Taylor County.

Map V.J.8: Sinkhole Vulnerability – City of Perry

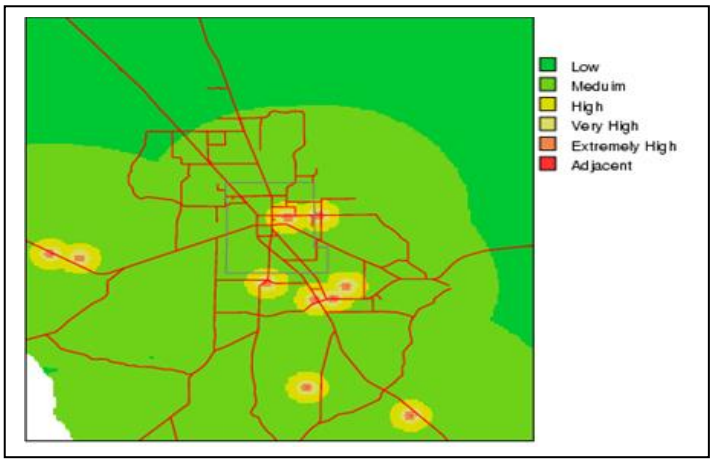


Table V.J.9 a-c: Risk Estimates – Sinkholes, City of Perry

Population at Risk for KAC Sinkhole Risk City of Perry							
Zone	Total	Minority	Over 65	Disabled	Poverty	Lang Iso	Sing Pnt
Medium	6737	3129	977	3099	1945	0	786
High	327	96	100	146	44	0	11
Extreme	760	209	69	326	142	0	50

Structures at risk for KAC Sinkhole Risk City of Perry							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Medium	3151	2137	358	63	322	104	167
High	551	373	51	10	62	30	25
Very High	159	128	9	2	7	9	4
Extreme	46	35	4	1	4	2	0
Adjacent	5	4	1	0	0	0	0

Value of Structures by DOR Use for KAC Sinkhole Risk (Millions) City of Perry							
Zone	Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
Medium	$964.92	$391.04	$23.53	$30.22	$200.62	$272.39	$47.12
High	$213.74	$77.72	$3.10	$0.30	$52.59	$70.71	$9.32
Very High	$36.12	$31.19	$0.35	$0.01	$2.72	$1.03	$0.82
Extreme	$2.55	$0.00	$0.52	$0.75	$0.82	$0.46	$0.00
Adjacent	$0.6	$0.56	$0.04	$0.00	$0.00	$0.00	$0.00

7. Freezing and Winter Storms

The likelihood of winter weather affecting the City of Perry is exactly the same as it is for the rest of the unincorporated County. Based on the overall vulnerability for the County, the City of Perry does differ in the lack of agriculture and commercial livestock. The City will be most vulnerable to transportation and traffic issues due to the greater number of roads and the higher and denser population. Also the larger number of people will increase the probability of injuries, illnesses or deaths related to the cold.

8. Earthquakes

There are no differences in the risks and vulnerability for the City of Perry and Taylor County. The city does have a higher and denser population and much more infrastructure and buildings, however the risk of seismic activity is very low and the chances of significant damage are even lower. Earthquake hazard maps are located in Section V.

Table V.J.10 a-c: Risk Estimates – Earthquakes, City of Perry

Population at Risk for USGS 50 Year Earthquake						
Total	**Minority**	**Over 65**	**Disabled**	**Poverty**	**Lang Iso**	**Sing Pnt**
7824	3435	1146	3571	2131	0	848

Structures at risk for USGS 50 Year Earthquake						
Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
3909	2677	424	72	395	145	196

Value of Structures by DOR Use for USGS 50 Year Earthquake						
Total	SF Res	Mob Home	MF Res	Commercial	Agriculture	Gov/Instit
$ 1.22 B	$ 505 MI	$ 27.55 MI	$ 30.53 MI	$256.75 MI	$ 344.58 MI	$57.25 MI

9. Coastal and Riverine Erosion

The City of Perry has virtually no riverine erosion issues. The southern side of Perry follows the Fenholloway River that may have some erosion issues, albeit very remote. This situation will be monitored by the LMS Working Group.

VI. Land Uses and Future Development Trends

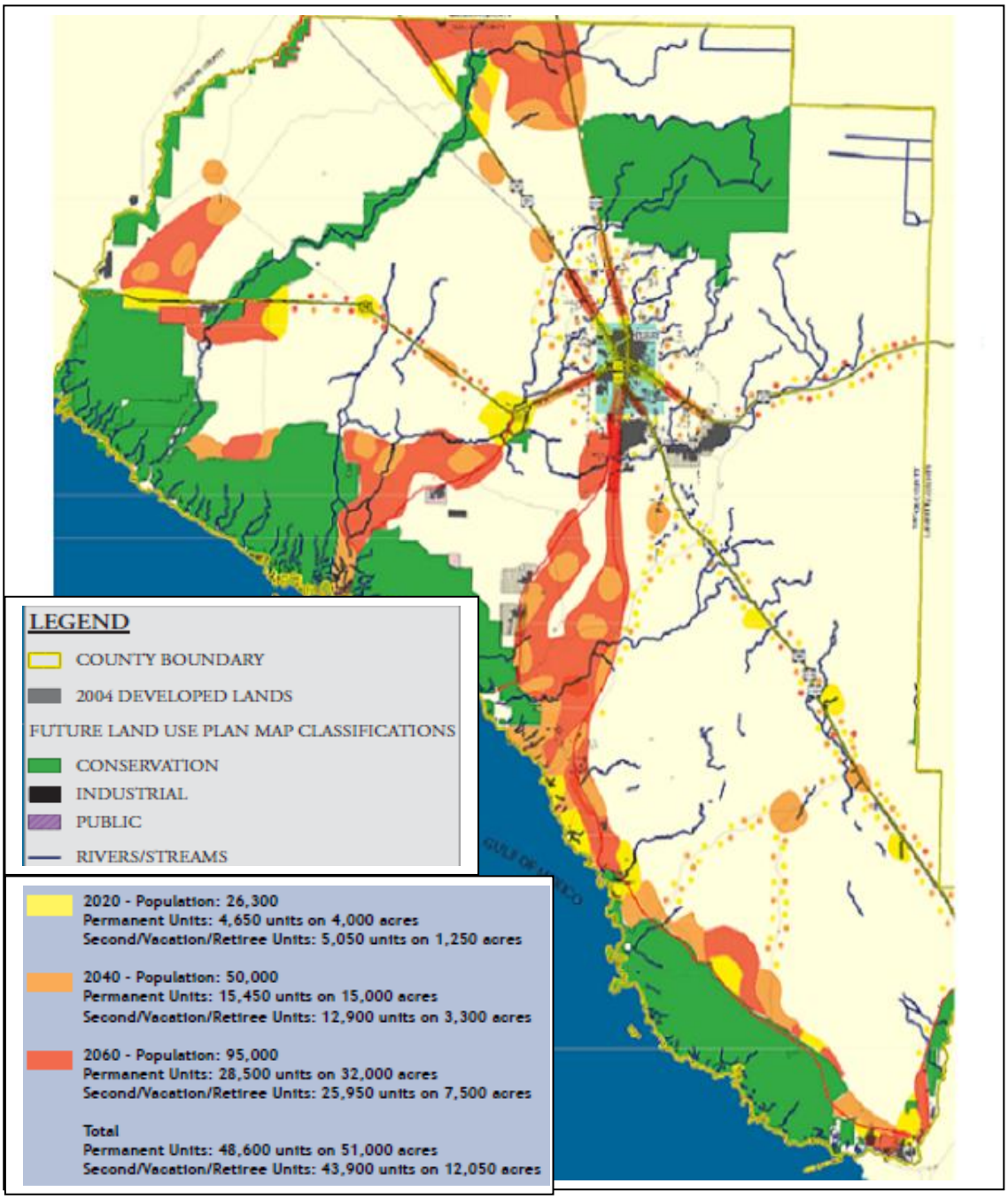
Taylor County is in a rural area with a stable population of approximately 21,546. The county is growing but the growth rates are low. New business is encouraged by the Chamber of Commerce and some new industry is moving into the area. However, the area has traditionally had a low level of unemployment so there is not a large pool of human resources to support significant development.

Most growth in the County centers around the City of Perry with the nearby unincorporated areas becoming more urban. This interface area outside of the city limits constitutes the area with the most expected development over the next ten years.

A. Future Growth Patterns

The following map from the Vision 2060 Plan identifies in 20-year increments where growth is expected to occur in Taylor County. This map also provides the land uses proposed for these areas. The Taylor County 2060 Vision Plan identifies many strategies and goals based

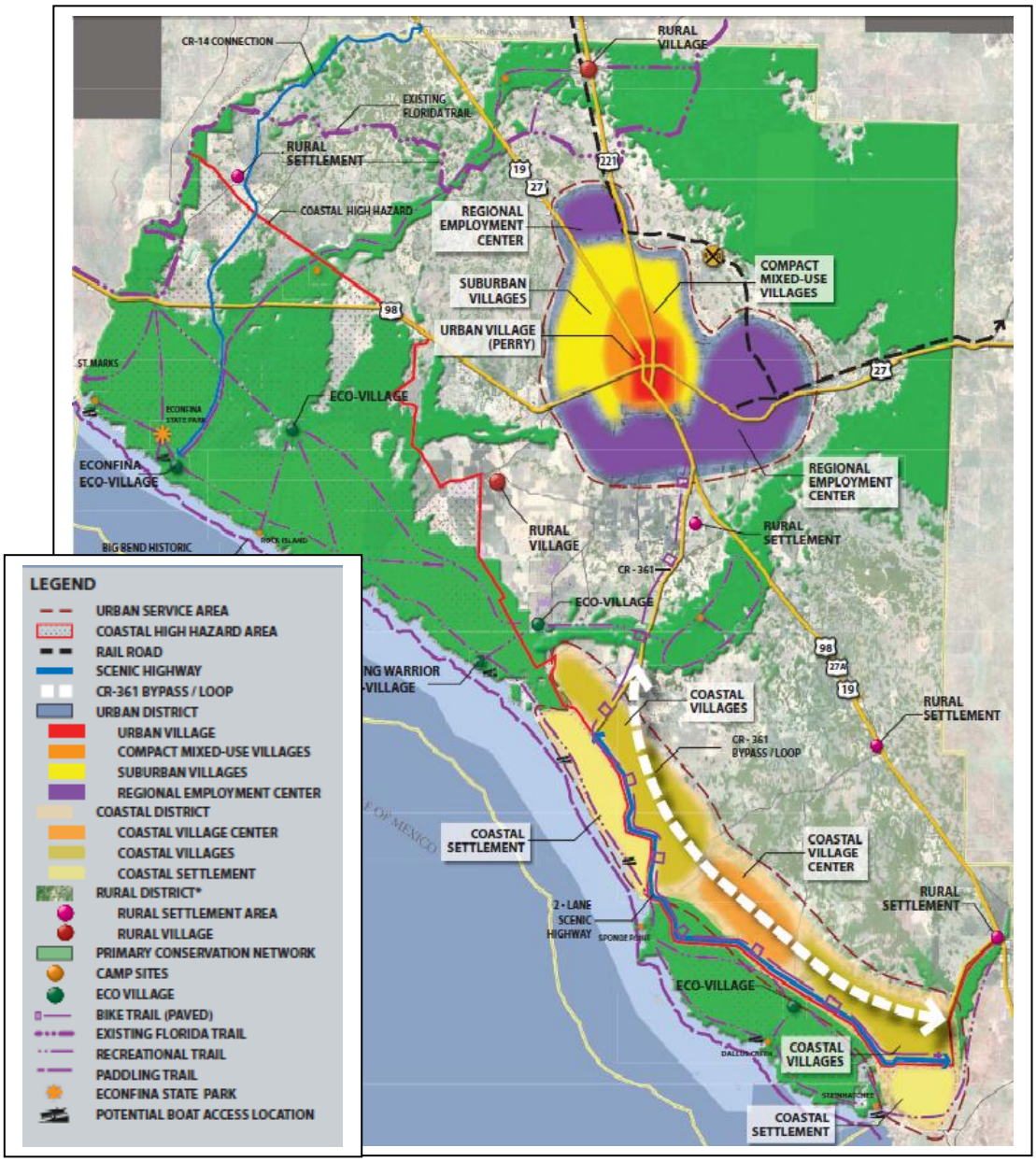
Map VI.A.1: Taylor County 2060 Vision Plan – Population Centers



on the lessons learned from the growth rates of neighboring counties, a 2060 target for achieving wise, sustainable growth to maximize the county's natural resources, and preserve its natural beauty. Much of this proposed growth would occur along the Taylor County coastline, which is susceptible to hurricane wind and surge action. Also, much of this area lies within the 100 year flood zone. Implementing this aggressive growth plan will provide many opportunities for the LMS Working Group to ensure growth is occurring in a manner that reduces resident's vulnerability to known hazards to the greatest degree possible. The following map demonstrates the proposed population centers in 20-year increments. It is estimated that the County's population could grow between four to seven times the current population by 2060. It is

estimated that the permanent population could grow to about 95,000 people by 2060. Nearly 60,000 new housing units will be needed to serve that population in 2060.

Map VI.A.2: Future Growth Patterns – 2020 - 2060



The *Vision 2060 Plan* includes a graphic portrayal of areas designated for development and areas designated for conservation. Keeping large tracts of land in conservation classification will prevent inappropriate development in an extremely high hazard area.

There are two Urban Service Areas (USAs), where urban development and infill is encouraged to occur. The Urban Services Area represents the limit of municipal services, such as centralized public water and wastewater. Urban Service Areas are divided into different districts, in which certain sustainable community types, such as Compact Mixed Use Villages, Coastal Village Centers, and Regional Employment Centers, are permitted.

The northern Urban Service Area is located around the existing City of Perry and represents the most intensely developed area in Taylor County. The Regional Employment Center District provides a district edge between the Urban Services Area and the Rural Services Area to the north and south of the Perry center. The southern Urban Service Area is located along the coastline. The two Urban Service Areas are separated by the Rural Services Area, providing distinct boundaries for municipal services. A new County Route 361 bypass route is proposed to preserve the existing rural character of CR-361 as a two-lane scenic highway.

All other land is located within the Rural Services Area (RSA), where preservation of land is encouraged through incentives. The Rural Service Area represents an area of limited public services, with development typically served by wells, septic tanks and individual package wastewater treatment plants, rather than centralized public water and wastewater. Community types within the Rural Services Area include Rural Settlements, Rural Villages, Ecological Villages, and Conservation Communities. These sustainable communities are characterized by clustered development to protect agricultural land and environmentally sensitive areas.

Approximately 16% of the land area in the *Vision 2060 Plan* is located within the Urban Service Area (USA), with 84% remaining in the Rural Service Area (RSA). The *Vision 2060 Plan* can accommodate between 50,000 and 188,000 new housing units.

Such future development and population growth will obviously expose more residents to many natural and technological hazards. The LMS Working Group will continue to participate and remain active in providing mitigation alternatives to any placement of infrastructure in a hazardous area.

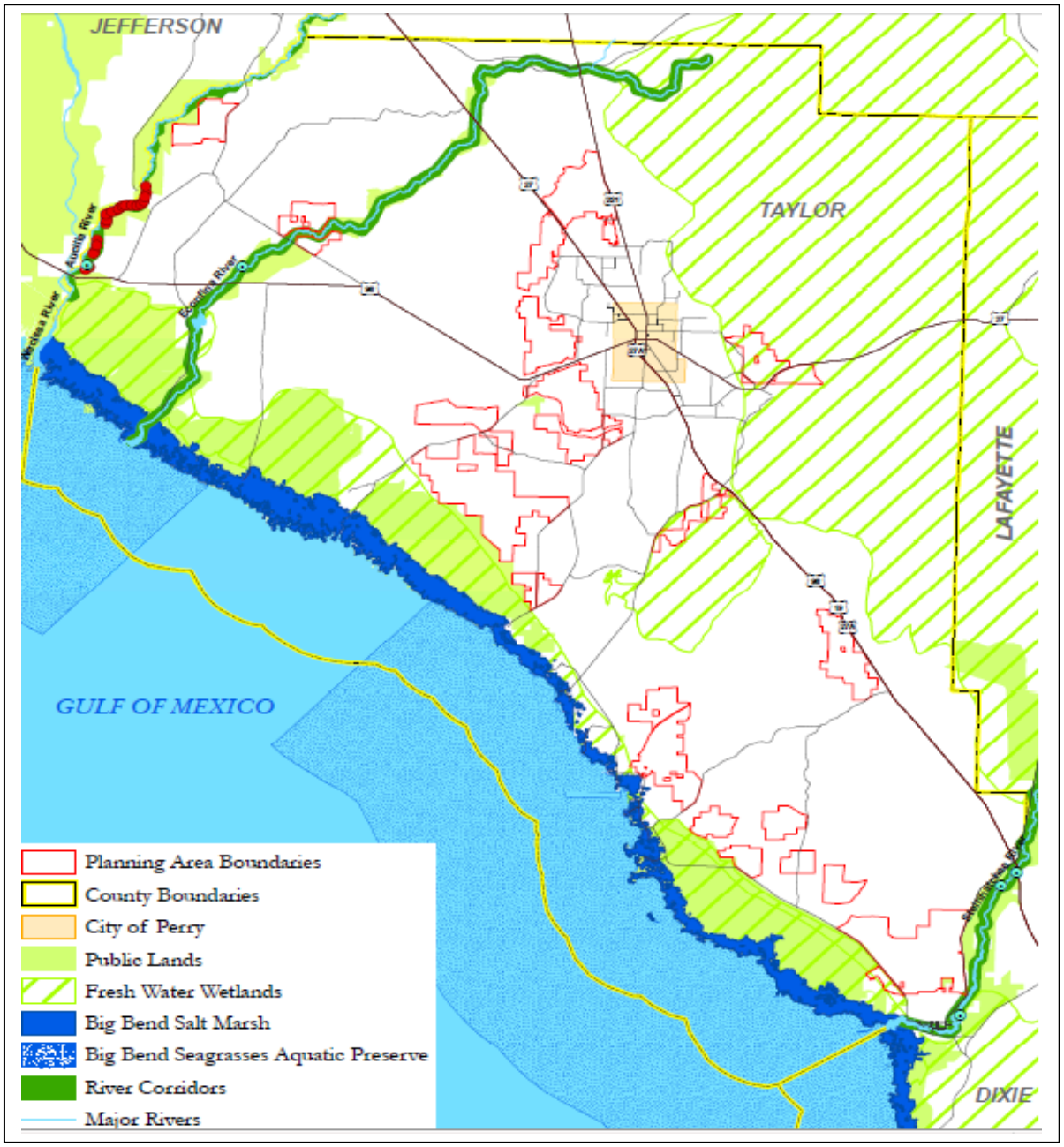
B. Future Planning Area Boundaries

The following map shows the planning areas currently in use in Taylor County. Using existing publicly available data, the following environmental features were considered during the creation of the proposed Taylor County 2035 Future Land Use Map Planning Areas ("Planning Areas") to evaluate suitability for future development activities.

- Wetlands;
- Protected Species;
- Soils;
- Regionally Significant Resources; and
- Floodplains

There are 21 proposed planning areas, encompassing approximately 54,530 total acres. The Taylor County Comprehensive Plan designates these areas in relationship to the 100-year floodplain, wetlands, and the coastal high hazard area. This provides invaluable information to determine if any mitigation actions are necessary to ensure future growth is not vulnerable to known hazards.

Map VI.A.3: Taylor County Regionally Significant Resources – 2009 COMP Plan



Much of the fresh water wetlands designated on this map are held as primary conservation areas along the coast. The County is actively assessing the extent of these conservation areas to ensure their safety. Human encroachment on these conservation areas is one of the primary trends in Taylor County and the county is actively managing these trends to ensure the development is beneficial to the citizens of Taylor County. The Keaton Beach and Bird Island Conservation Area serve as natural buffer zones from the impacts of hurricane induced storm surge.

C. Transportation Improvements

Roads and transportation are the main factors leading to growth and development. As roads develop and are maintained, human population follows with residential property development, agriculture, industry and further infrastructure. The following chart details the Florida Department of Transportation's five year work plan for Taylor County. Potential future development trends will follow closely behind these road improvements.

Table VI.A.4: FDOT 5 Year Plan – Taylor County

TAYLOR COUNTY 5 YEAR FDOT WORK PLAN - 2009 - 2014	Type	Project Length (Mi)	2010 ($000)	2011 ($000)	2012 ($000)	2013 ($000)	2014 ($000)
SR 20(US 27) FROM FENHOLLOW WAY RIVER TO LAFAYETTE C/L - RESURFACING	CONSTRUCTION	7.993	$252				
SR 20 (US 27) @FENHOLLOWAY RIVER BRIDGE #380004 - BRIDGE REPLACEMENT	P D & E	0.037	$2				
	PRELIM ENG		$651				
	RIGHT OF WAY				$159		
	CONSTRUCTION						$9,598
AUCILLA RIVER BRIDGE & RELIEF BRIDGE ON US 98 - BRIDGE REPLACEMENT	P D & E	0.254	$4				
	PRELIM ENG		$2				
	RIGHT OF WAY			$87			
	CONSTRUCTION					$29,841	
	ENVIRONMENTAL				$600		
SR 20 (US 19) FROM 12TH ST TO MADISON C/L - RESURFACING	PRELIM ENG	15.6	$2				
	CONSTRUCTION		$476	$55			
SR 30 (US 98) FROM JEFFERSON C/L TO 12 MILES EAST - RESURFACING	PRELIM ENG	11.86	$3				
	CONSTRUCTION		$209				
TAYLOR COUNTY DDR TARGET	CONSTRUCTION				$100	$100	$1,000
CROSSING	UTILITES	0.02	$162				
SR 20 (US 19) FROM:DR.MEMORIAL HOSPITAL TO: NEW SPORTS COMPLEX - SIDEWALK	CONSTRUCTION	1.39	$38				
D2-TAYLOR COUNTY TRAFFIC LIGHTING MAINTENANCE - TRAFFIC CONTROL SYSTEM	OPERATIONS		$18	$19	$20	$20	$21
SIGNALS	CONSTRUCTION	0.001		$275			
SR 55 (US 221) FROM NORTH OF US 19 TO MADISON STREET -SAFETY PROJECT	PRELIM ENG	0.228	$40				
	CONSTRUCTION			$526			
TAYLOR CO/SAFE ROUTE TO SCHOOLS TCM AND PERRY PRIMARY -SIDEWALK	DESIGN BUILD		$48				
CR 356S(RED PADGETT) FROM SR 55 TO CR 356A - WIDEN/RESURFACE EXIST LANES	CONSTRUCTION	3.06	$192				
CR359/PAUL POPPEL RD FROM CR361B/WOOD CREEK RD TO CR359A/SLAUGHTER RD.	CONSTRUCTION	1.664	329				
RESURFACING	CONSTRUCTION	3.063	$978				
TAYLOR - ROUTINE MAINTENANCE	BRDG/RDWY/CON	11.85	1500	1500	1500	1500	
LIGHTING AGREEMENTS TAYLOR COUNTY - LIGHTING	BRDG/RDWY/CON		22	$23	$23	$24	$25
PERRY FOLEY AIRPORT DESIGN & CONSTRUCT BOX HANGARS -AVIATION PRESERVATION PROJECT	CAPITAL					$500	
PERRY/FOLEY AIRPORT CONSTRUCT T-HANGARS AVIATION PRESERVATION PROJECT	CAPITAL		$150				
GRANT TOTAL/TOTAL	$52,594		$5,078	$2,485	$2,402	$31,985	$10,644

Source: http://www2.dot.state.fl.us/fmsupportapps/WorkProgram/Support/Download.aspx

VII. Taylor County Mitigation Strategy

Through the combined efforts of the Taylor County Local Mitigation Strategy Working Group, Taylor County has developed and updated the County mitigation strategy in order to reduce potential future losses due to natural hazards. Existing plans and policies have already been developed by the County that are crucial components to the overall hazard mitigation strategy. During the 2010 LMS update process, all relevant ordinances and policies that work as the blueprint for the Taylor County mitigation strategy were reevaluated. All of these existing authorities, policies, programs and codes are adopted official mechanisms for county government and can all be expanded and improved as required. The LMS Working Group is the lead agency for proposing new ideas to the county commissioners for improving these overall mitigation efforts

The primary source for Taylor County policies pertaining to mitigation is the Taylor County Comprehensive Plan, which was updated and evaluated in 2009, and the Taylor County Codes and Ordinances, which are continually updated. The following elements of the COMP Plan have mitigation provisions.

- Land Use Element
- Housing Element
- Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element
- Coastal Management Element
- Conservation Element
- Recreation and Open Space

Along with the County Comprehensive Plan, and the Taylor County Codes and Ordinances, three other county plans were reviewed for mitigation activities and strategies. They include:

- Taylor County Economic Development Plan - 2009
- County Emergency Management Plan – 2008
- Taylor County Debris Management Plan - 2008

A. Ongoing Mitigation Provisions in Current Plans, Ordinances, Codes

The following table lists excerpts from existing plans, codes, and ordinances relating to on-going mitigation strategies in the county.

Table VII.A.1: Current Taylor County Ongoing Mitigation Provisions

TAYLOR COUNTY COMP PLAN	
Future Land Use Element	
The County shall limit the location of higher density residential and high intensity commercial and industrial uses to arterial or collector roads identified on the County Future Traffic Circulation Map where public or private facilities are available or are an integral part of a development proposal to support such higher density or intensity.	County Comprehensive Plan, Future Land Use Element, Policy 1.1.1

The County shall prior to action on a site and development plan, provide specific standards which may include, but may not be limited to, screens and buffers to preserve internal and external harmony and compatibility with uses inside and outside the proposed development to minimize the impact of proposed development adjacent to agricultural or forested areas, or environmentally sensitive areas (including but not limited to **wetlands and floodplain areas**).	County Comprehensive Plan, Future Land Use Element, Policy 1.1.5
Protect **environmentally sensitive lands** identified within the Conservation Element;	County Comprehensive Plan, Future Land Use Element, Policy 1.3.1(c)
Conservation: Area with extremely limited development potential due to **environmental sensitivity**, publicly owned natural reservations, or other lands identified for such protective treatment. Limited use for passive recreation is appropriate, only as may be consistent with protection of the area;	County Comprehensive Plan, Future Land Use Element, Policy 1.3.2 - Conservation
The County shall restrict development within unsuitable areas **due to flooding**, improper drainage, steep slopes, rock formations and adverse earth formations, unless acceptable methods are formulated by the developer and approved by the County to solve the problems created by the unsuitable land conditions.	County Comprehensive Plan, Future Land Use Element, Policy 1.4.1
The County shall include provisions for adequate drainage, **stormwater management**, open space and convenient on site traffic flow for all development..	County Comprehensive Plan, Future Land Use Element, Policy 1.6.2
The County shall participate in the **National Flood Insurance Program** and regulate development and the installation of utilities in flood hazard areas in conformance with the requirements of the program.	County Comprehensive Plan, Future Land Use Element, Policy 1.6.4
Other nonconforming uses which are in existence at the time of adoption of this Comprehensive Plan shall be allowed to continue until their natural demise. Nonconforming uses which are terminated shall not be allowed to resume as a nonconformity.	County Comprehensive Plan, Future Land Use Element, Policy 1.8.3
Nonconforming structures or structures on nonconforming parcels may be rebuilt or repaired if destroyed or **damaged by fire, windstorm, or other cause**, subject to compliance with the building codes, regulations and permitting requirements then in effect, to the extent possible. Such rebuilding or repair shall not increase the extent of the nonconformity. However, provided that, any such redevelopment shall allow the replacement of the same number of dwelling units that lawfully existed prior to destruction or damage.	County Comprehensive Plan, Future Land Use Element, Policy 1.8.4
Normal maintenance or repair of **nonconforming structures** shall be allowed, subject to current permitting regulations and building codes. Expansions of the size of nonconforming structures which increase the degree of nonconformity shall not be allowed.	County Comprehensive Plan, Future Land Use Element, Policy 1.8.5
The County shall allow the use of a parcel of property solely as a homestead by an individual who is the grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child, or grandchild of the person who conveyed the parcel to said individual, notwithstanding the density or intensity of use assigned to the parcel in the Plan. Such a provision shall apply only once to any individual. The minimum size parcel to which this policy shall apply shall be one acre.	County Comprehensive Plan, Future Land Use Element, Policy 1.8.6
The County shall continue to protect natural resources and environmentally sensitive lands (including **wetlands and floodplains.** For the purposes of this Comprehensive Plan "wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils.	County Comprehensive Plan, Future Land Use Element Objective 1.10
The County shall continue to protect community potable water supply wells by restricting uses within the 300 foot area designed by this Comprehensive Plan to those that do not handle **hazardous materials** of any type or have the potential to harm the water supply.	County Comprehensive Plan, Future Land Use Element, Policy 1.10.1
The County shall continue to allow mitigation of the adverse effects of land uses on environmentally sensitive areas. The County shall require all new development to maintain the natural functions of environmentally sensitive areas, including but not limited to wetlands and **100-year floodplains** so that the long term environmental integrity, and economic and recreational value of these areas is maintained.	County Comprehensive Plan, Future Land Use Element, Policy 1.10.2

As part of the County's development review process, environmentally sensitive land shall be identified for protection. These environmentally sensitive lands shall include, but not be limited to, wetlands, **floodprone areas**, areas designated as high groundwater aquifer recharge areas. Where the alternative of clustering all structures on the non-wetland portion of the site exists, the County shall provide for the conservation of wetlands by **prohibiting development** which alters the natural function of wetlands. Mitigation efforts shall be required for activities which alter the natural function of wetlands in accordance with Chapter 40B-400, Florida Administrative Code in effect January 1, 2005. Such mitigation efforts shall result in no net loss of wetland functions and all restored or created wetlands shall be of the same ecological type, nature and function.	County Comprehensive Plan, Future Land Use Element, Policy 1.10.3
Where the alternative of clustering all structures on the non-wetland portion of a site does not exist, the County shall allow only minimal residential development activity in those areas defined as wetlands within this Comprehensive Plan and such development activity shall conform to the density requirement for the land use classification applicable to the location of the wetland.	County Comprehensive Plan, Future Land Use Element, Policy 1.10.4
COMP Plan – Housing Element	
The County shall continue to enforce a **hazardous building code**, consistent with Chapter 553 (Building Construction Standards), Florida Statutes, which shall require the rehabilitation or demolition and clearance of housing and other structures which pose a threat to public safety.	County Comprehensive Plan, Housing Element, Policy III.5.1
The hazardous building code, consistent with Chapter 553 (Building Construction Standards), Florida Statutes, shall be remedial and shall be constructed to secure the beneficial interest and purposes which are **public safety**, health and general welfare through provisions dealing with structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazardous incident to the construction alteration, repair, removal, demolition, use and occupancy of building, structure or premises;	County Comprehensive Plan, Housing Element, Policy III.5.1 (a)
COMP Plan - Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element	
Level of Service Standard: For all projects not exempted from Chapter 40B-4 and 62-25, Florida Administrative Code in effect on January 1, 2003 within the County, stormwater management systems must be installed such that the peak rate of post-development runoff will not exceed the peak-rate of predevelopment runoff for storm events up through and including either one of the following design storms. (2). A design **storm with 100-year** critical duration rainfall depth for projects serving any land use other than agricultural, silvicultural, conservation, or recreational issues.	County Comprehensive Plan, Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element, Policy IV.4.1
The County shall include provisions which control development which would significantly impact or interrupt natural drainage flows, including sheet flow and flow to isolated **wetland** systems, without **mitigation**.	County Comprehensive Plan, Sanitary …. Recharge Element, Policy IV.4.2
In order to maintain the water quality of the natural surface water bodies and natural floodways of rivers, streams and creeks, native vegetation within such natural surface water bodies and floodways shall be retained in a natural state.	County Comprehensive Plan, Sanitary …. Recharge Element, Policy IV.4.4
COMP Plan, Conservation Element	
The County shall require that, unless impacts are **mitigated** pursuant to the Florida Department of Environmental Protection or other appropriate state agency requirements, a 35-foot natural buffer shall be maintained around all wetlands and prohibit the location of agricultural, residential, commercial and industrial land uses within the buffer areas. Mitigation measures must be acceptable to the Department of Environmental Regulation or other governmental agency having mitigation permit jurisdiction.	County Comprehensive Plan, Conservation Element, Policy V.2.4
The County shall require all new development to maintain the natural functions of environmentally sensitive areas, including but not limited to **wetlands and 100-year floodplains** so that the long term environmental integrity and economic and recreational value of these areas is maintained. This will be accomplished through compliance with applicable statutes, rules and regulations of State and Federal Agencies having jurisdiction.	County Comprehensive Plan, Conservation Element, Policy V.2.6

The County shall require that, unless **impacts are mitigated,** the conservation of wetlands shall be provided for through prohibiting any development or dredging and filling which would significantly alter their natural functions. Mitigation measures must be acceptable to the Department of Environmental Regulation Protection or other governmental agency having mitigation permit jurisdiction.	County Comprehensive Plan, Conservation Element, Policy V.2.7
The County shall provide for the conservation of wetlands through prohibiting any development or dredging and filling, which would significantly alter their natural functions without **mitigation**.	County Comprehensive Plan, Conservation Element, Policy V.2.8
The County shall require that all **hazardous waste generators** properly manage their own wastes in compliance with current statutes or other governmental regulations, and shall, as part of the development review process, require that new **hazardous waste generators** comply with all applicable federal and state permitting requirements before approving any development plans.	County Comprehensive Plan, Conservation Element, Policy V.2.13
The County shall use other innovative approaches to protect sensitive resources, such as the transfer of development rights, performance zoning, open space zoning, on site density transfer and other techniques to maximize the establishment of open space areas.	County Comprehensive Plan, Conservation Element, Policy V.6.2
COMP Plan, Coastal Element	
The County shall establish land development regulations which shall assist in the protection, conservation or enhancement of the County's **coastal wetlands**, living marine resources and wildlife habitats.	County Comprehensive Plan, Coastal Element, Objective IX.1
The County shall limit dwelling unit density to one unit per five acres in rural areas within the **Coastal High Hazard Area.**	County Comprehensive Plan, Coastal Element, Policy IX.1.4
The County's **coastal high hazard area** shall be that area which is designated by and is coincident with the evacuation zone for Category 1 and Category 2 hurricanes as established in the regional hurricane evacuation study applicable to the County.	County Comprehensive Plan, Coastal Element, Policy IX.5.1
The County shall limit development which is **vulnerable to natural hazards** such as **storm surge and high winds within coastal high hazard areas**, subject to the provisions of Objective I.8 the nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan.	County Comprehensive Plan, Coastal Element, Policy IX.5.2
The County, as part of the development review process, shall require the location of public facilities, except roads parks and required for public access, away from **coastal high-hazard areas** where such public facilities have the potential for being damaged during a storm. Public facilities, which are owned and operated by local government or a governmental authority and such facility serves areas where private sanitary facilities are not adequate to protect surface and ground water quality, shall be permitted to be located within coastal high-hazard areas.	County Comprehensive Plan, Coastal Element, Policy IX.5.3
The County shall maintain the residential land use densities provided within this element of the Comprehensive Plan to assist in the limitation of **undue population concentration in coastal high-hazard areas** as defined in Policy IX.5.1, the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element of this Comprehensive Plan.	County Comprehensive Plan, Coastal Element, Objective IX.6
The County shall participate in the National Flood Insurance Program and regulate development and installation of utilities in **flood hazard areas** in conformance with the program's requirements for minimizing damage caused by flooding and storm surge.	County Comprehensive Plan, Coastal Element, Policy IX.6.2
The County shall comply with appropriate provisions of the **hazard mitigation** annex of the County's peacetime emergency plan and applicable existing interagency hazard mitigation reports.	County Comprehensive Plan, Coastal Element, Policy IX.6.3
The County shall limit residential development and resident populations within coastal high hazard areas to locations and numbers which can be **safely evacuated** during hurricane hazard periods.	County Comprehensive Plan, Coastal Element, Policy IX.6.4
The County shall limit dwelling unit density to four units per acre in designated urban development areas which are served by community or public water systems and to 20 units per acre when served by community or public water and sanitary sewer systems within the **Coastal High Hazard Areas**.	County Comprehensive Plan, Coastal Element, Policy IX.6.5

The County shall maintain **hurricane evacuation** times of **9** hours for a category 1 storm and 22 hours for a category 5 storm for the residents of the Coastal Management Area**.**	County Comprehensive Plan, Coastal Element, Objective IX.7
The County shall coordinate the procedures for notifying the public within the Coastal Management Area of potential dangers and appropriate preparatory measures for **hurricanes or other potential natural disasters,** including the location of evacuation routes. The applicable regional and local evacuation plans shall be coordinated.	County Comprehensive Plan, Coastal Element, Policy IX.7.1
The County shall continue plan for **post-disaster redevelopment** which reduces or eliminates the exposure of human life and public and private property to natural hazards subject to the provisions of the nonconforming uses and structures objective and its related policies of the Future Land Use element of this Comprehensive Plan..	County Comprehensive Plan, Coastal Element, Objective 8
The County**'s Peacetime Emergency Plan** shall address immediate repair and cleanup actions needed to protect the public health and safety, including repairs to potable water, wastewater and electrical power facilities; removal of debris, stabilization or removal of structures about to collapse; and expediting the approval of issuing of permits for minimal repairs to make dwellings habitable before commencing with or permitting long-term repair and redevelopment activities.	County Comprehensive Plan, Coastal Element, Policy IX.8.1
The County shall remove, relocate or structurally **modify damaged public facilities,** as appropriate, in light of factors such as cost to construct, cost to construct or maintain, recurring damage, impacts on land use, impacts on the environment and public safety need.	County Comprehensive Plan, Coastal Element, Policy IX.8.2
The County shall require the removal, relocation or structural modification of unsafe structures, as appropriate, if rebuilt, require structures which have **suffered damage** to an extent of more than 50 percent of their replacement value at the time of such damage to be rebuilt in conformance with current building requirements.	County Comprehensive Plan, Coastal Element, Policy IX.8.3
The County shall **limit redevelopment in areas of repeated damage** by requiring structures which suffer repeated damage to rebuild landward of their current location or to modify the structure to delete the areas most prone to damage.	County Comprehensive Plan, Coastal Element, Policy IX.8.4
The County, as part of the monitoring and evaluation process of the Comprehensive Plan, shall identify areas needing redevelopment, including **elimination of unsafe conditions** and inappropriate uses as opportunities arise.	County Comprehensive Plan, Coastal Element, Policy IX.8.5
The County shall require all land uses which generate or handle **hazardous wastes** to provide for proper disposal and storage, and provide a spill cleanup plan, in accordance with DER Florida Department of Environmental Protection hazardous waste management regulations.	County Comprehensive Plan, Coastal Element, Policy IX.12.2
TAYLOR COUNTY CODES AND ORDINANCES	
ARTICLE V. LAND USE	
Land use districts for the county are established in the future land use element of the comprehensive plan. The land use districts and classifications defined in the future land use element and delineated on the future land use map shall be the determinants of permissible activities on any parcel in the unincorporated area of the county. Notwithstanding any other provisions of this chapter to the contrary, **dwelling unit density within the coastal high hazard area** (seaward of the most landward Federal Emergency Management Agency velocity zone line) shall be limited to one unit per five acres in rural areas	Ch 42, Article V, Div 2, Sec 42-381
ARTICLE VII. RESOURCE PROTECTION	
(1) ***Generally.*** The purpose of this section is to control construction within the coastal high hazard area and on coastal barrier islands, and to protect private property rights to the maximum extent possible consistent with F.S. ch. 161. Construction within the **coastal high hazard area** and on coastal barrier islands shall meet the requirements of F.S. ch. 161. All structures shall be designated so as to minimize damage to life, property and the natural environment. Assistance in determining the design parameters to minimize such damage may be found in the reference documents listed in section 42-583.	Ch 42, Article VII, Div 2, Sec 42-576 (1)

(2) ***Structural requirements for major structures.*** a. *Design and construction.* Major structures, except for mobile homes, shall be designed and constructed in accordance with the Florida Building Code. b. *Mobile homes.* Mobile homes shall conform to the Federal Mobile Home Construction and Safety Standards or the Uniform Standards Code, ANSI A119.1, pursuant to F.S. § 320.823, as well as the requirements of subsection (b)(2) of this section. c. *Elevation, flood proofing and siting.* All major structures shall be designed, constructed and located in compliance with the National Flood Insurance Regulations as found in 44 CFR 59 and 60.	Ch 42, Article VII, Div 2, Sec 42-576 (2)
(3) ***Design conditions; velocity pressure.*** Major structures, except mobile homes, shall be designed in accordance with the requirements of Section 1606, Standard Building Code, 1997 edition, or the Standard for Hurricane Resistant Residential Construction, 1997 edition, as may be further revised, using a minimum fastest-mile wind velocity of 110	Ch 42, Article VII, Div 2, Sec 42-576 (3)
(4) ***Foundations.*** The elevation of the soil surface to be used in the design of foundations, calculation of pile reactions and bearing capacities shall not be greater than that which would result from the erosion reasonably anticipated as a result of design storm conditions. Foundation design and construction of a major structure shall consider all anticipated loads acting simultaneously with live and dead loads. Erosion computations for foundation design shall account for all vertical and lateral erosion and scour production forces, including localized scour due to the presence of structural components. Foundation design and construction shall provide for adequate bearing capacity taking into consideration the type of soil present and the anticipated loss of soil above the design grade as a result of localized scour**.**	Ch 42, Article VII, Div 2, Sec 42-576 (4)
(5) ***Wave forces.*** Calculations for wave forces resulting from design storm conditions on building foundations and superstructures may be based upon the minimum criteria and methods prescribed in the Naval Facilities Engineering Command Design Manual, NAVFAC DM-26, U.S. Department of Navy; Shore Protection Manual, U.S. Department of the Army Corps of Engineers; U.S. Department of the Army Coastal Engineering Research Center Technical Papers and Reports; the Technical and Design Memoranda of the Division of Beaches and Shores, state department of environmental protection; or other professionally recognized methodologies which produce equivalent design criteria.	Ch 42, Article VII, Div 2, Sec 42-576 (5)
(6) ***Hydrostatic loads.*** Calculations for hydrostatic loads shall consider the maximum water pressure resulting from a fully peaked, breaking wave superimposed upon the design storm surge with dynamic wave setup. Both free and hydrostatic loads shall be considered.	Ch 42, Article VII, Div 2, Sec 42-576 (6)
(10) ***Location of construction.*** Construction, except for elevated walkways, lifeguard support standards, piers, beach access ramps, gazebos and coastal or shore protection structures, shall be located a sufficient distance landward of the beach to permit natural shoreline fluctuations and to preserve dune stability.	Ch 42, Article VII, Div 2, Sec 42-576 (10)
(12) ***Public facilities.*** Public facilities shall not be located or improved in the coastal high hazard area unless the following requirements are met: a. The use is necessary to protect public safety; b. The use is necessary to restore and/or enhance natural resources; or c. The use is otherwise compatible with the provisions of the coastal element of the county comprehensive plan	Ch 42, Article VII, Div 2, Sec 42-576 (12)
(13) ***Other new construction.*** The issuance of **development permits in the coastal high hazard** area shall be conditioned on the receipt of all commonly required department of environmental protection permits including those required by F.S. ch. 161 and the following siting requirements: a. Placement of required open space shall be in the most vulnerable area of the site; b. Access to structures shall be from the landward side; c. Structures are located landward of the front dune structure or landward of the coastal setback line, as established by F.S. ch. 161, to the extent reasonably possible, giving consideration to the size of the parcel, topography and the existence of sufficient land on the landward side of the coastal setback line.	Ch 42, Article VII, Div 2, Sec 42-576 (13)
(14) ***Redevelopment in the coastal high hazard area.*** The repair or rebuilding of buildings or structures located within the coastal high hazard area that are damaged by a storm, fire or other event shall be subject to the following requirements: a. *Repair.* A building or structure located in the coastal high hazard area may be repaired as	Ch 42, Article VII, Div 2, Sec 42-576 (14)

long as the building or structure is not enlarged and is restored to its original design configuration or an equivalent structural standard. Repair of a structure means that a significant portion of the structure or building, including its foundation, remain intact. Applicable Federal Emergency Management Agency regulations shall apply. b. *Rebuilding.* Rebuilding means any construction activity that includes alteration of an existing foundation. A building or structure located in the coastal high hazard area may be rebuilt provided that: 1. The development complies with the requirements of division 3 of this article. 2. The development is rebuilt at the most suitable location on the lot under current regulations. 3. The applicant provides evidence that the development cannot be moved to a more suitable location on the lot. 4. In areas of repeated damage, structures which suffer repeated damage rebuild landward of their current location or modify the structure to delete the areas most prone to damage. 5. Applicable Federal Emergency Management Agency regulations shall apply	
(c) *Restriction of hazardous materials.* Nonwater-dependent land uses in the coastal high hazard area that use, store or treat hazardous materials injurious to fish and wildlife shall be prohibited except that all permitted uses within the coastal high hazard area shall be allowed to store and use nominal quantities of hazardous materials commonly associated with that use in order to maintain clean, safe and healthy premises and otherwise fully enjoy the permitted use. Examples shall include household cleaning materials, insect sprays and gasoline for lawn mowers and boats. Bulk storage of hazardous materials beyond normal inventory quantities for permitted uses shall not be allowed in the coastal high hazard area.	Ch 42, Article VII, Div 2, Sec 42-576 c
(c) *Criteria for siting marinas.* All new, expanded or redeveloped marinas shall (5) Provide a hurricane mitigation and evacuation plan	Ch 42, Article VII, Div 2, Sec 42-580
Sec 42-606 Floodplains: (a) *Purpose.* It is the purpose of this division to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to: (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities; (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction; (3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters; (4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands. (b) *Objectives.* The objectives of this division are to: (1) Protect human life and health; (2) Minimize expenditure of public money for costly flood control projects; (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public; (4) Minimize prolonged business interruptions; (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines and streets and bridges located in floodplains; (6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and (7) Ensure that potential home buyers are notified that property is in a flood area	Ch 42, Article VII, Div 3, Sec 42-606 –Purpose (Floodplains)
The areas of special flood hazard identified by the Federal Emergency Management Agency and its flood insurance rate map (FIRM) No. 120302-0025-0580, effective November 16, 1983, and any revisions thereto, are adopted by reference and declared to be a part of this section. Flood elevations shown on the flood insurance rate maps may be established by field survey where a greater degree of precision is desired, in accordance with applicable Federal Emergency Management Agency procedures.	Ch 42, Article VII, Div 3, Sec 42-608
Sec. 42-632. Permit procedures.	Ch 42, Article VII, Div 3, Sec

Application for a building permit shall be made to the building official pursuant to county code on forms furnished by him prior to any development activities, and may include, but shall not be limited to the following plans, in duplicate, drawn to scale, showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities and the location of the foregoing**.**	42-632
Sec. 42-652. Specific standards. In all areas of special flood hazard and where base flood elevation data has been provided as set forth in section 42-608 or section 42-609(2), the following provisions are required: (1) *Residential construction.* New construction or substantial improvement of any restructure shall have the lowest floor, including basement, elevated to or above base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, an opening sufficient to facilitate the unimpeded movements of floodwater shall be provided in accordance with standards set forth in subsection (3) of this section. (2) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial or other nonresidential structure shall have the lowest floor, including basement, elevated no lower than the base flood elevation. Buildings located in all A zones may be flood proofed in lieu of being elevated, provided that all areas of the building below the required elevation are watertight with walls substantially impermeable to the passage of water and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A professional engineer or architect registered in the state shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the building official as set forth in section 42-631. **(3)** ***Elevated buildings.*** New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundations and other exterior walls below the base flood elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. a. Designs for complying with the requirement of this subsection must meet the following minimum criteria: 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding; 2. The bottom of all openings shall be no higher than one foot above grade; and 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions. b. Access to the enclosed area shall, at a minimum, allow for entry through a standard three-foot by six-foot-eight-inch exterior door, but may be larger to allow for the parking of vehicles or limited storage of maintenance equipment used in connection with the premises. c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, but a stairway or elevator may be installed within the enclosed area to provide access to the living area. **(4)** ***Manufactured homes and recreational vehicles.*** a. All manufactured homes placed or substantially improved on individual lots or parcels in expansions to existing manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring. b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that: 1. The lowest floor of the manufactured home is elevated to **above base flood elevation;** or 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, and shall be no less than 36 inches in height above grade; 3. The manufactured home must be **securely anchored** to the adequately anchored foundation system to resist flotation, collapse and lateral movement; 4. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood, any manufactured home placed or substantially improved must be **elevated to the base flood elevation.** **(5)** ***Floodways.*** Located within areas of special flood hazard established in section 42-608 are areas designated as floodways. Since the floodway is an extremely hazardous area due to	Ch 42, Article VII, Div 3, Sec 42-652

the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply: a. Prohibit encroachments, including fill, new construction, substantial improvements and other developments unless certification by a professional engineer or architect registered in the state is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. b. If the requirements of this section are satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of sections 42-651--42-654. **(6)** ***Coastal high hazard areas (V zones).*** In coastal high hazard areas (V zones) the following shall apply: a. All buildings or structures shall be located in compliance with F.S. ch 161 and current applicable Federal Emergency Management Agency regulations. b. All buildings or structures shall be elevated so that the lowest supporting member is located no lower than the base flood elevation level, with all space below the lowest supporting member open so as not to impede the flow of water. Open latticework or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with subsection (6)h of this section. c. All buildings or structures shall be securely anchored on pilings or columns. d. All pilings and columns in the attached structures shall be anchored to resist floatation, collapse and lateral movement due to the effect of wind and water loads acting simultaneously on all building components. The anchoring and support system shall be designed with wind and water loading values which equal or exceed the 100-year mean recurrence interval (one percent annual chance flood). e. Compliance with provisions contained in subsection (6)b--d of this section shall be certified to by a professional engineer or architect registered in the state. f. There shall be no fill used as structural support. g. There shall be no alteration of sand dunes which would increase potential flood damage. h. Latticework or decorative screening shall be allowed below the base flood elevation provided they are not part of the structural support of the building and are designed so as to breakaway under abnormally high tides or wave action without damage to the structural integrity of the building on which they are to be used and provided the following design specifications are met: 1. No solid walls shall be allowed; and 2. Material shall consist of lattice or mesh screening only. i. If aesthetic latticework or screening is utilized, such enclosed space shall not be designed to be used for human habitation, but shall be designed to be used only for parking of vehicles, building access or limited storage of maintenance equipment used in connection with the premises. j. Prior to construction, plans for any structures that will have latticework or decorative screening must be submitted to the building official for approval. k. Any alteration, repair, reconstruction or improvement to a structure shall not enclose the space below the lowest floor except with latticework or decorative screening as provided for in subsections (6)h--i of this section	
Sec. 42-653. Areas of shallow flooding (AO zones). Located within the areas of special flood hazard established in section 42-608 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply: (1) All new construction and substantial improvements of residential structures shall have the lowest floor, including basement, elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor, including basement, shall be elevated at least two feet above the highest adjacent grade. (2) All new construction and substantial improvements of nonresidential structures shall: a. Have the lowest floor, including basement, elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number	Ch 42, Article VII, Div 3, Sec 42-653

is specified, the lowest floor, including basement, shall be elevated at least two feet above the highest adjacent grade; or b. Together with attendant utility and sanitary facilities, be completely flood proofed to rise above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy .	
Sec. 42-654. Subdivision proposals. In addition to the requirements in section 42-126, the following regulations shall be met by applicants for subdivision approval: (1) All subdivision proposals shall be consistent with the need to minimize flood damage. (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage. (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards. (4) Base flood elevation data shall be provided for all subdivision proposals and other proposed development including manufactured home parks and subdivisions.	Ch 42, Article VII, Div 3, Sec 42-654
ARTICLE XI. FLOOD DAMAGE PREVENTION.	
Sec. 42-970. Statement of purpose. It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to: (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards or which result in damaging increases in erosion or in flood heights or velocities; (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction; (3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwater; (4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands	Ch 42, Article XI, Div 1, Sec 42-970
ARTICLE XI, DIVISION 3. FLOOD HAZARD REDUCTION	
Sec. 42-1026. Generally. In all areas of special flood hazard, the following provisions are required: (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure; (2) Manufactured homes shall be anchored to prevent flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces; (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage; (4) New construction or substantial improvements shall be constructed by methods and practices that maintain flood damage; (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system; (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters; (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and	Ch 42, Article XI, Div 3, Sec 42-1026

(9) Any alteration, repair, reconstruction or improvements to a structure which is in compliance with the provisions of this article shall meet the requirements of new construction as contained in this article.	
Sections 42-1027: Specific Standards; 1028: Standards for streams without established base flood elevations and/or floodways; 1029: Subdivision proposals;1030: Areas of shallow flooding (AO zones).	Ch 42, Article XI, Div 3, Sec 42-1026-1030
Pre-Disaster Initiatives	
EVACUATION PROCEDURES	County Emergency Management Plan
Post-Disaster Development	
POST-DISASTER CLEAN UP	Taylor County Debris Management Plan
POST-DISASTER REDEVELOPMENT	County Emergency Management Plan

B. Taylor County Mitigation Goals and Objectives

The Taylor County LMS Working Group met several times in 2009, and again in January, 2010 to review and edit the 2005 mitigation goals and strategies. Very few changes were made to the 2005 goals and strategies. Significant progress has been made to the objectives.

Goal 1: Enhance and maintain county capability to implement a comprehensive countywide hazard loss reduction strategy.

Objective 1.1: Review existing county agency programs, plans and policies to determine their effectiveness and efficiency in reducing risks and vulnerabilities to all identified natural and manmade hazards, on an annual basis.

Objective 1.2: As a means of enhancing intra- and inter-governmental coordination, establish and support an on-going liaison between Federal, State, Regional and Local Governments as well as the private sector and general public, through the LMS Working Group.

Objective 1.3: Integrate the pre- and post disaster mitigation functions with the response and recovery functions detailed in the County's Comprehensive Emergency Management Plan (CEMP).

Objective 1.4: Design a process for prioritizing the local projects for mitigation related funding programs.

Objective 1.5: Establish a mediation process to resolve conflicts between county agencies' existing plans, programs and mitigation related policies and integrate them into the Taylor County Local Mitigation Strategy.

Objective 1.6: Review and recommend at least annual updates of the county's risk and vulnerability assessments. Including updates to the inventory of critical facilities and infrastructure.

Objective 1.7: Coordinate funding resources and opportunities among county agencies.

Objective 1.8: Support the development and use of disaster loss reduction related building codes and standards designed to reduce vulnerability and risk to all hazards.

Goal 2: Increase public and private sectors awareness and support for disaster loss education practices as a means of developing a culture of hazard mitigation in Florida.

Objective 2.1: Create an Education and Outreach Committee of the LMS Working Group to organize and develop a comprehensive countywide mitigation education and outreach strategy.

Objective 2.2: Conduct a summit for education stakeholders to present and promote mitigation education programs.

Objective 2.3: Develop a business continuity awareness program designed to educate the business community on the benefits of mitigation in reducing their vulnerabilities and risk to natural and man made hazards.

Objective 2.4: Develop, and promote outreach strategies designed to educate residents and visitors of Taylor County's endemic hazards, their associated risk and vulnerabilities, and the applicable mitigation actions.

Objective 2.5: Identify and incorporate available hazard mitigation education and outreach programs/products into local public school education programs.

Objective 2.6: Establish an ongoing education and outreach effort to educate elected officials on the importance of hazard mitigation to include an annual report to the county commissioners and other appropriate officials.

Objective 2.7: Develop a public awareness campaign on the benefits of pre- and post disaster mitigation through the dissemination of mitigation success stories.

Objective 2.8: Develop a strategy for working with the print, electronic and broadcast media on the dissemination of mitigation education and outreach material.

Goal 3: Reduce Taylor County's hazard vulnerability through the application of scientific research and development.

Objective 3.1: Establish partnerships with public and private research universities and Taylor County educational facilities. This scientific partnership will assist in assessing Taylor County's vulnerability to natural and anthropogenic hazards in order to develop the means to reduce the potential for damage from their impacts on society.

Goal 4: Protect the County's cultural, economic and natural resources.

Objective 4.1: Support mitigation initiatives that are compatible with the protection of the county's cultural, economic and natural resources.

Objective 4.2: Promote land acquisition programs that support mitigation opportunities compatible with the protection of natural and cultural resources

Objective 4.3: Encourage the development of drainage improvement systems based on their compatibility with the natural environmental system functions

Goal 5: Reduce the vulnerabilities of county and city owned facilities and infrastructure to natural and man-made hazards

Objective 5.1: Establish hazard mitigation priorities for the retrofitting of existing County and city critical facilities and infrastructure based upon a risk and vulnerability assessment.

Objective 5.2: Ensure that county and city facilities and infrastructure are located, designed and constructed to complement/support local priorities as defined in the LMS.

Objective 5.3: Promote the National Flood Insurance Program and ensure the County and city of Perry remain in satisfactory standing within the Program. Also promote the Community Rating System, and strive to increase the CRS rating for the County.

Goal 6: Reduce the County's vulnerability to future fire hazards

Objective 6.1: Work with the Florida Division of Forestry fire mitigation planner assigned to Taylor County to promote and participate in the Firewise Community program, and exhibit and distribute fire protection materials to Taylor County residents.

Objective 6.2: Update the County's public water distribution system to current Florida Fire Prevention Code to handle expanded water flow requirements.

C. Taylor County Mitigation Projects and Action Plan

For the 2010 LMS Update, the LMS Working Group reviewed the 18 mitigation actions and projects that will assist in the reduction of effects from natural hazards. Within these 18 projects, four of them are specific to the City of Perry while the remaining 14 are countywide initiatives. Most of these actions are related to flooding, whether this flooding is caused by hurricanes or by strong storm systems. The remaining projects are primarily related to fire prevention. Each of these projects has been evaluated and analyzed and compared to other potential actions. This evaluation and analysis focused on the protection of lives and property, the ability to reduce economic losses and on the cost effectiveness of the specific actions. An additional action was added in 2010.

The LMS Working Group has established this action plan that addresses the various mitigation actions. Specific focus was places on prioritization and identifying the lead agencies responsible for the implementation and administration of these projects. See the following table that details the mitigation projects in priority groupings, implementation timelines, the lead agencies, and the estimated cost for each project. The projects have been prioritized by hazard category by the LMS Working Group, however this ranking is subject to modifications, as required to meet the growing needs of the community. The prioritization and ranking of each project used the "STAPLEE" method, which is provided in Appendix 2.

Table VII.C.1: 2010 Update of Mitigation Projects/Action Plan for Taylor County and the City of Perry

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
Flood1	Countywide storm water management study	hurricanes, storms, and flooding	The need is to further define the basins and analyze impact to the county transportation and road system.	Proposed	Taylor County Public Works	$50,000	24 months
2010 Update: Funding for this effort has not materialized, yet remains a top priority of the LMS Working Group. The County will continue to seek funding to initiate this effort on an ongoing basis.							
Flood2	Analysis and improvements to the existing storm drain system	hurricanes, storms, flooding	City of Perry Project. This is to analyze, improve and develop their existing storm drainage system throughout the city to improve drainage to lessen and eliminate certain flooding issues	Proposed	City of Perry Public Works	$100,000	24 months
2010 Update: Funding for this effort has not materialized, yet remains one of the top priorities of the LMS Working Group. The City of Perry continues to need to have this effort completed in order to ensure the City if protected from storm flood events. With the significant update of the NFIP FIRM maps via the "MapMod" project with the Suwannee River Water Management District, the City has new flood maps, which helps to determine existing storm drainage systems…or at least capture those areas susceptible to flooding from storm events. The City of Perry still desires to have this study conducted.							
Flood3	Update floodplain data and maps and incorporate into GIS	flooding	This project proposes a study to update the existing FIRM floodplain maps Using GPS, GIS, flood modeling analysis, local knowledge, and field work. The county proposes to update and digitize the current FIRM maps to mark the 100 and 500 year floodplain areas.	Ongoing/ Competed	Taylor County Engineering	$50,000	Ongoing

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
2010 Update: Significant progress was made with this action. The digitized FIRM Maps have been completed for all of Taylor County, and the City of Perry. Efforts were given the Suwannee River Water Management District and FEMA to update the flood maps under the FEMA "MapMod' project. The City and the County worked with FEMA and the SRWMD to establish the Flood Insurance Study and FIRM . An update to the County floodplain ordinance was made on May 5, 2009 based on the updated maps.							
Flood4	New bridge and culvert at Julia Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Julia Street to improve drainage and prevent flooding during heavy rain.	Ongoing	City of Perry Public Works	$250,000	36 months
2010 Update: The Suwannee River Water Management District conducted a preliminary study on the river and found that flooding is caused by a choke point in the river before the bridges. The choke point was found to be found on private property. The bridges were inspected, and found to be structurally sound. Revisions to the floodplain could be problematic. The SRWMD study will investigate this in more detail. If a solution is found, that solution will replace this item on the LMS project list in the future.							
Flood5	New bridge and culvert at Main Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Main Street. This will improve access to the new hospital and lessen the effects of flooding.	Ongoing	City of Perry Public Works	$250,000	36 months
2010 Update: Similar to Flood4 update. The bridges were inspected and found to be structurally sound. The City wants to wait until the Suwannee River Water Management District completes its study before proceeding with this effort. Funding will be an issue.							
Flood6	Increase size of retention pond at Warner Street and Demps Lane	hurricanes, storms and flooding	This project proposes various improvements to the retention pond at Warner Street and Demps Lane. This will alleviate the flooding problems during storms and heavy rains.	Completed /ongoing	City of Perry Public Works	$1,500,000	36 months
2010 Update: This project is completed. Several improvements were made to the retention pond at Warner Street and Demps Lane. The City continues to monitor the water flow patterns of this area to be sure the improvements made were adequate. This will remain on the LMS project list.							
Flood7	Repetitive damage locations data collection	flooding	This project proposes to continue collecting data about the locations in the county that are repetitively damaged due to flooding. Along with this data collection is the desire to incorporate this data into the county's GIS system for identification and display of these locations	Completed /ongoing	Taylor County Emergency Manage't, Engineering Department	$15,000	12 months
2010 Update: This is up to date as of 2010. All of the repetitive loss structures in the County have been identified, and incorporated into the Engineering Departments GIS system. A list of those properties is included in this updated plan. As additional repetitive loss structures are identified by FEMA, they will be included on the repetitive loss list, and geocoded in the County's GIS system. The owners of each of these properties are contacted on an annual basis to inform them of their status, and provided suggested mitigation measure to be taken.							
Flood8	Analysis and evaluation of the repetitive loss locations	storms and flooding	This project will research the 18 repetitive loss locations throughout the county and study the various options to mitigate this flooding damage. This project will consider property buyouts, building elevation and other means to avoid this repetitive loss.	Completed /ongoing	Taylor County Emergency Manage't, Engineering Department	$5,000	12 months
2010 Update: The Taylor County Engineering Department and Emergency Management worked jointly to capture all repetitive loss structures in Taylor County. The Engineering Department maintains a list of all such structures, and their current owners on a .dbl database and can provide shape files locating each structure in the county. Taylor County Emergency Management provides annual mitigation opportunities for these structures, to include opportunities to be included on a buyout list, should the County receive such funds from the State or FEMA.							

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
Flood9	Study and development of a sewer system in the growing coastal areas	hurricanes, storms, and flooding	Taylor County proposes to study and eventually develop a county maintained sewer system in the growing communities along the coast. Currently 100's of septic tanks are used and these often flood and contaminate drinking water, canals and dirt during hurricanes and storms.	Ongoing	Taylor County Public Works	$1,000,000	36 months
2010 Update: There has been significant progress made on this serious situation. The Steinhatchee community (Taylor County Water Authority) is seeking funds from the Florida Department of Environmental Protection to expand the current sewer system to take people off of hazardous septic systems that often flood and create unsafe water conditions along the coastline with coliform bacteria. Phase I on this project is completed, and Phase II is underway. Taylor Coastal Sewer and Water Authority, and the Big Bend Water Authority are engaged. In addition, the City of Perry is looking to expand its sewer treatment capacity.							
Flood10	Additional sirens	hurricanes, storms	Taylor County currently has five warning sirens along the coast. This Project proposes to add additional sirens to improve the warning capabilities	Ongoing	Taylor County Emergency Management	$50,000	24 months
2010 Update: Additional sirens are needed for placement on top of the Courthouse, at Jerald Walker Park located on Warner Street, and at Leisure Retreats. Funding for this has not been secured, but remains on the LMS Working Group priority projects.							
Flood11	Maintenance of debris removal contract	hurricane, storms, flooding, winter storms	Taylor County plans to maintain the existing debris removal contract with DRC Inc. This contract has no cost until actual work needs to be done.	Ongoing	Taylor County Emergency Manageme't	$0	Current
2010 Update: The County maintains its contract with DRC for debris removal, and with Beck, Inc., for debris monitoring. In addition, the County is upgrading its debris site at Foley Airport in anticipation of any further events requiring debris clearance and removal. The County is ensuring the City of Perry is covered by MOU for debris removal.							
All1	All-hazard public awareness and educational programs	Hurricanes, tornadoes, severe storms, forest fires, drought, heat wave, winter storms, sinkholes, landslides, erosion, earthquakes	This project proposes the development of public awareness programs to address flood prevention, forest fire prevention, evacuation routes, shelters, safe-room program, current and future construction. These program with the associated information would be continually offered to the public through a variety of methods including classes, internet data dissemination, and printed materials.	Ongoing	Taylor County Emergency Manageme't	$10,000	6 months
2010 Update: The County commissioned Disaster Strategies and Ideas Group to produce hazard awareness brochures, which they did, but they have not been reprinted for general distribution. They will be printed for future events where materials can be distributed to the general public. In addition, the Building Department sent out flood mitigation/insurance information to areas around NFIP repetitive loss structures. The Building Department spoke to two repetitive loss structure owners about mitigation, of which one determined it was economically not feasible, and the other was not interested.							
All2	Countywide disaster recovery business alliance	all hazards	This project proposes to develop a public/private partnership to reduce vulnerabilities in the area through cooperation and education.	Ongoing	Taylor County Emergency Manageme't	$7,500	12 months
2010 Update: Taylor County Emergency Management continues to reach out to local businesses and engage them in emergency management in order to reduce vulnerabilities. Representatives from the Buckeye Corporation are sitting members of the LMS working group. Other businesses (Progress Energy, Martin Electronics, etc) have been engaged to participate in emergency management activities. Progress Energy was involved in the County's table top exercise in March, 2010, as they have a major role in utility restoration. This will remain an ongoing effort. The LMS Working Group also keeps the City Commission and County Board apprised of mitigating the impacts of new and existing buildings.							

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
Fire1	Mitigation Burning and Forest fire Management	forest fires	This project proposes the continuation and increase of Department of Forestry mitigation burning on public and private lands. This is an on-going program for FDOF that is contingent on funding and manpower.	Ongoing	Florida Division of Forestry	$26,500	6 months

2010 Update: The following areas have been, or will be controlled burned. This is an ongoing effort with the Division of Forestry, and will continue to be a joint effort between the County and the Florida DOF.

Location	County	Area	Date Begin	Date End
Steinhatchee Falls	Taylor		1/29/09	3/19/10
Cabbage Grove	Taylor	Central and north end	1/13/10	3/19/10
Natural Well Branch	Taylor	Central and north end	2/8/10	3/19/10
Cabbage Creek	Taylor		2/8/10	3/19/10
Mount Gilead	Taylor		2/8/10	3/19/10
Shady Grove	Taylor		2/8/10	3/19/10

Fire2	Additional Fire Department Resources	forest fires, all hazards	County Fire resources are minimal and stretched. This project proposes the addition of fire and emergency personnel and equipment especially along the coast.	Proposed	Taylor County Emergency Management	$500,000	24 months

2010 Update: This is an ongoing need for the County, and remains on the project list. The County continues to allocate limited resources to maintain the coastal fire departments, but more funding is required. The LMS Working Group continues to investigate alternative funding sources to enable this valuable projects.

Fire3	Continue and strengthen local fire burning regulations and enforcement.	forest fires	This Project proposes to continue the current program for permits and fines for individuals burning debris on private lands. This project also proposes to increase the levels of enforcement for these infractions.	Ongoing	Florida Division of Forestry	$60,000	6 months

2010 Update: This is an ongoing, active project jointly between the Florida Division of Forestry, and Taylor County. This effort has saved the county thousands of dollars through regulation and prevention of escaped private property debris fires. This will continue to be an ongoing effort to protect the citizens of Taylor County from escaped, uncontrolled wildland fires.

Fire4	Fire awareness educational Program	forest fires	This project proposed the development of an educational outreach program to instruct citizen about ways to minimize fires and protect their property from damage. This would involve instructions about clearing brush and pine straw from around houses and ensure clear access to locations for fire equipment.	Ongoing	Florida Division of Forestry/ Taylor County Emergency Management	$25,000	12 months

2010 Update: There have been several Firewise presentations given in the County. One was conducted in the Steinhatchee Community (2006), the annual Forest Festival (2008-2009), and at the Perry Rotary Club meetings (2010). In each event, brochures describing basic Firewise concepts were distributed to the residents of Taylor County. The FDOF County Mitigation Planner has visited the County several times to conduct these events, and will continue in the future. Taylor County Emergency Management and Fire Rescue will continue to partner with the FDOF to continue the Firewise program. The LMS Working Group also wants to establish a larger presence at the Forest Festival in 2010, and give out brochures and information during the Festival parade. This is an important project, and will remain on the LMS project list.

Fire5	Reduce fire hazard	Urban and wildland fire	This project proposed to increase the water conveyance capacity of the county's water supply in order to bring the system up to the current Florida Fire Prevention Code to minimize the threat of an inadequate water supply capacity.	Ongoing	Taylor County Emergency Management	$500,000	12 months

2010 Update: This proposed project was added by the LMS Working Group in 2010. There is a need to increase the County's water flow capacity throughout the water network in order to comply with the Florida Fire Code, which requires a level of capacity the County's system does not current have. The LMS Working Group will work to identify potential funding sources for this effort, to include CDBG funding.

ID	Mitigation Project	Hazard	Description	Status	Lead Agency	Est. Cost	Timeline
Sink1	Reinforce footing for electrical substation	Sinkholes	This project proposes to proactively retrofit Tri-County Electric substation is near a sinkhole for added stability and protection. This project involves adding dirt and reinforcing the adjacent footing.	Proposed	Taylor County Emergency Management	$2,000	36 months
2010 Update: Much of Taylor County is located on top of Karsts topography, making it very susceptible to sinkholes. As described in the hazards analysis section, Taylor County has several open sinkholes throughout the County. One is located close to the Tri-County Electrical substation, and should it expand its width, could compromise the structural integrity of the substation equipment. This project was put on the LMS project list by the LMS Working Group, who is searching for possible funding to initiate this action. This will remain a viable project, and remain on the project list.							

The LMS Working Group will continually review this list of actions. As necessary, new actions will be added to this list and re-prioritized to meet the on-going and growing needs of the community. This update and modification process will be part of the on-going maintenance procedures for the County and the City of Perry.

D. Funding Sources

As part of the 2010 LMS Plan Update, research was done to validate potential sources of funding for various types of mitigation. The following is a list of the primary funding sources discovered during this extensive research effort.

- FEMA
- Hazard Mitigation Grant Program
- Pre-disaster Mitigation Grant Program
- Flood Mitigation Assistance Program
- Repetitive Flood Claims Program
- Severe Repetitive Loss Program
- Florida Communities Trust
- Florida Small Cities Community Development Block Grant Program
- Emergency Management Preparedness and Assistance Trust Fund
- Suwannee River Economic Council Programs
- State Housing Initiative Partnership Program
- Low-Income Home Energy Assistance
- Weatherization Assistance Program
- Low-Income Emergency Home Repair Program
- Energy Neighbor Fund

The following is a brief explanation of the most logical FEMA-based programs to seek funding from. They include:

Hazard Mitigation Grant Program - is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (the Stafford Act), Title 42, United States Code (U.S.C.) 5170c. The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future

disasters is not lost during the reconstruction process following a disaster. HMGP is available, when authorized under a Presidential major disaster declaration, in the areas of the State requested by the Governor. The amount of HMGP funding available to the Applicant is based upon the estimated total Federal assistance to be provided by FEMA for disaster recovery under the Presidential major disaster declaration.

Pre-Disaster Mitigation Program - is authorized by Section 203 of the Stafford Act, 42 U.S.C. 5133. The PDM program is designed to assist States, Territories, Indian Tribal governments, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding from future disasters.

Flood Mitigation Assistance Program - is authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended (NFIA), 42 U.S.C. 4104c, with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP).

Repetitive Flood Claims Program - is authorized by Section 1323 of the NFIA, 42 U.S.C. 4030 with the goal of reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund (NFIF) in the shortest period of time.

Severe Repetitive Loss Program - is authorized by Section 1361A of the NFIA, 42 U.S.C. 4102a, with the goal of reducing flood damages to residential properties that have experienced severe repetitive losses under flood insurance coverage and that will result in the greatest savings to the NFIF in the shortest period of time.

More information about each program can be found on the FEMA Hazard Mitigation Assistance Web site at www.fema.gov/government/grant/hma/index.shtm.

E. City of Perry Projects

The City of Perry has identified four projects that are all related to flooding that are included in this LMS Update that were determined to be cost effective, environmentally sound and technically feasible. These four projects are listed above in the overall mitigation actions table and they are also listed again below to meet this requirement for individual action items for each jurisdiction. An update for each project is provided earlier in this section.

Table VII.E.1: City of Perry Mitigation Projects

Mitigation Project	Description	Lead Agency	Est. Cost
Analysis and improvements to the existing storm drain system	City of Perry Project. This is to analyze, improve and develop their existing storm drainage system throughout the city to improve drainage to lessen and eliminate certain flooding issues	City of Perry - Public Works	$100,000

New bridge and culvert at Julia Street	This project proposes the construction of a new bridge and culvert across Pimple Creek at Julia Street to improve drainage and prevent flooding during heavy rain.	City of Perry - Public Works	$250,000
New bridge and culvert at Main Street	This project proposes the construction of a new bridge and culvert across Pimple Creek at Main Street. This will improve access to the new hospital and lessen the effects of flooding.	City of Perry - Public Works	$250,000
Increase size of retention pond at Warner Street and Demps Lane	This project proposes various improvements to the retention pond at Warner Street and Demps Lane. This will alleviate the flooding problems during storms and heavy rains. Some preliminary engineering has already been completed.	City of Perry - Public Works	$1,500,000

F. Monitoring, Evaluating and Updating the Taylor County LMS Plan

The Taylor County LMS Working Group is committed to maintaining and updating this plan. This finalized adopted plan represents a snapshot in time for Taylor County while the overall mitigation strategy is a process that is on going in nature. As disasters occur throughout the county, appropriate mitigation actions will be taken to reduce the impact to citizens and the county's economic base. Taylor County Emergency Management will spearhead these efforts, however the LMS Working Group will continue to be the primary agent for further development of the plan and the on-going mitigation process.

This adopted plan can be revised and updated by the LMS Working Group as needed to address new and on-going vulnerabilities. When significant revisions are made to this plan in the future, it is the county's decision if additional resolutions are required.

The LMS will formally meet at least annually during this five year cycle, but based on the past 5 year cycle, it will be more often, as the need arises. At the LMS Working Group's discretion, more meetings and initiatives will be advanced to continue monitoring, evaluating and updating this plan.

It is mandatory that the LMS plan be updated in five years. This update process will be managed by Taylor County Emergency Management with significant effort and participation by the LMS Working Group and the City of Perry. All of the information from the meetings is incorporated into this update. As required the County will modify the current LMS plan to address any changes in the community and to meet any new federal requirements. The process will consist of a review of the existing LMS, LMS Working Group meetings, public participation and the actual plan writing. This five-year update will be similar to the annual LMS process but will be more extensive and will result in an updated printed document that will be considered and adopted by the County and City Councils.

G. Plan Adoption Process

This adopted plan is now one of the primary county instruments along with the County Comprehensive Plan, the Comprehensive Emergency Management Plan, and the County Land

Development Regulations. As enhancements and modifications are made to these various planning mechanisms in the future, the Local Mitigation Strategy will be consulted to be sure that these changes consider the impacts of natural disasters and potential mitigation strategies.

The LMS Working Group will continue as the lead agency for promotion of mitigation against natural disasters. This group will continually monitor the situation in the county and propose new initiatives as required. These new initiatives will be considered in conjunction with the other planning mechanisms and their subsequent goals. Capital improvement plans will need to incorporate a study of potential impacts from natural hazards and prioritize any projects that will reduce the vulnerability to these hazards.

H. Future Public Participation

The community is encouraged to participate in the on-going mitigation planning process in Taylor County. There will be three primary ways for the public to continue to participate in this LMS process.

- LMS Working Group Meetings – All of the LMS Working Group meetings will be open to the public. Each meeting will be publicly advertised and held in a public and easily accessible location. Public citizens and private organizations will be encouraged to attend these meetings and provide their comments and feedback.

- Internet Correspondence. – The adopted plan will be continually posted on the Taylor County Emergency Management website for review and download. Comments and feedback will be emailed to the Taylor County Emergency Management Department who will convey the information to the LMS Working Group.

- LMS Mailing List – The LMS Working Group will maintain an on-going list of any interested citizens or organizations. Notifications will be sent to this list of people when any actions are taken regarding mitigation in Taylor County.

VIII. References and Appendices

Below are the primary sources of information used in the development of this plan. See a complete listing of all reference and appendix files on the accompanying CD-ROM.

1. Bureau of Economic and Business Research, University of Florida Population Statistics
2. Dam Data from http://crunch.tec.army.mil/nid/webpages/nid.cfm
3. FDER Sinkhole information - http://www.dep.state.fl.us/geology/geologictopics/sinkhole.htm
4. FDOT 5 Year Transportation Plan, 2009 - 2014
5. Fire Risk Assessment System (FRAS) at http://www.fl-dof.com/wildfire/index.html
6. Florida Department of Revenue: 2008 Florida Valuation and Tax Data, April 2009
7. GIS shape file data and pdf maps from Taylor County Engineering Department http://www.ncdc.noaa.gov/cgi-bin/paleo/pd08plot.pl
8. Hurricane Probability Statistics: Tropical Meteorology Research Project at Colorado State: http://landfalldisplay.geolabvirtualmaps.com/
9. Local Multi-Hazard Mitigation Planning Guidance, July 1, 2008, FEMA
10. MEMPHIS risk assessment system www.methaz.org/lmsmaps
11. National Flood Insurance Rate Maps for Taylor County: http://www.srwmdfloodreport.com/Welcome.htm.
12. National Flood Insurance Repetitive Loss Structures Database, FEMA
13. North American Drought Atlas, PDSI Reconstruction, Version 2a (2008)
14. State of Florida Enhanced Hazard Mitigation Plan, 2008
15. Taylor County Chamber of Commerce: http://www.taylorcountychamber.com/
16. Taylor County Codes and Ordinances
17. Taylor County COMP Plan – 2010
18. Taylor County Comprehensive Emergency Management Plan – 2007
19. Taylor County Critical Infrastructure/Key Resources (CIKR)
20. Taylor County Flood Plain Management Plan
21. Taylor County Housing Data: http://www.city-data.com/county/Taylor_County-FL.html
22. Taylor County Disaster Housing Strategy, 2008
23. Taylor County Logistics Plan – 2008
24. Taylor County Debris Management Plan - 2008
25. Taylor County Local Mitigation Strategy – 2005
26. Taylor County Terrorism Annex
27. Taylor County Tornado Data: http://www4.ncdc.noaa.gov/cgi-win/wwcgi.dll?wwevent~storms
28. Taylor County Vision 2060 Plan, (2008)
29. U.S. Census - 2008 Quickfacts for Taylor County

Appendix 1: Record of Changes

There have been significant changes made to the 2010 Taylor County LMS from the 2005 version. Virtually every page was updated with more current information, updated charts, and the LMS project list was updated. A section by section basic description of these changes is provided below.

Section	Page	Description
Acknowledgement	iv	New. - Added for 2010 Update: Allows users to know who prepared the LMS in case there are questions to be answered by a user.
Executive Summary	v	New – Added to 2010 Update: Provides a high level introduction to the 2010 Update
I.A Purpose	1	New – Added to 2010 Update: Identifies the purpose of the LMS and intended use. This was added to make the document NIMS compliant.
I.A.1-7	1-2	New – Added to 2010 Update: Provides 7 specific purposes of the Taylor County LMS. This was added to make this document NIMS compliant.
I.B	3	New – Provides the overall scope of the LMS Plan. Allows this plan to be NIMS compliant. Replaces Section 1.2 of the 2005 LMS, pg 4.
II.A	3	New – Replaces old language in the 2005 version and clarifies the planning process coordination within the LMS Working Group.
II.B	4	Public Involvement – Revises Section 1.1 of the 2005 version, pg 4 by updating to the process used in order to update this 2010 LMS Update. Needed because 2005 process was outdated.
II.C.1-6	4-5	New – this expands Section 1.2 of the 2005 LMS. The major participating parties are identified, including the School Board, Big Bend Water Authority, etc. These entities and authorities do not opt to develop a separate LMS for themselves, but desires to be incorporated into the County's LMS.
II.D	6	LMS Working Group has been updated to reflect the current membership.
II.E	7-10	This Section has been updated to reflect the activities of the LMS working Group since the last adoption of the 2005 LMS by the City of Perry, and the Taylor County BOCC.
II.F	10-12	This Section was updated to reflect a more accurate account of the planning process, and provides new graphics to help explain the process better. It replaces the "Project Description" Section of the 2005 LMS, pg 17.
II.G	12-14	No significant changes were made to this section. This still remains current and valid.
II.H	15	The Repetitive Loss map was redrawn to reflect the current list of repetitive loss structures in Taylor County. A new list of such structures was provided on page 22. A new table of statistics from the NFIP was created for the 2010 LMS Update on page 21.
III.A	17	The spatial analysis section was completely replaced with the version currently from the 2008 Comprehensive Emergency Management Plan and reflect all changes and updates to the spatial data.
III.B	18-21	Updated to replace the outdated information. Population and Business Profile was updated with current information from the 2008 CEMP. The CENSUS Block Population map was not upgraded, as the current version available from the Taylor County GIS shop is predicated on the last official census data, which remains 2000, until the 2010 data is available sometimes in 2012.
III.C	21-22	The housing data was all updated using 2008 estimates from the QuickFacts version of the US Census website pertaining to Taylor County.

III.D	22-25	This is the latest version of the current critical facilities provided by Taylor County Emergency Management, and is virtually entirely different from the 2005 LMS. This is based on the changing priorities of the County. A new map basically locating the general location of each critical facility, or group of critical facilities is provided on page 30.
IV.A	25	The list of hazards and their rankings were reviewed several times by the LMS Working Group, but no changes were made. They remain valid.
IV.B	26-27	A new explanation of the methodology used to update the MEMPHIS and ELVIS data is provided. Such data was not available for this update for Taylor County, but the LMS Working Group developed a methodology to apply a simple update strategy to the 2005 data in the LMS. This is explained in this new section of the 2010 LMS Update.
IV.C	27	Section C was updated to reflect current growth rates experienced in the County since 2005.
IV.D	28--31	This entire section is new and has been added. It provides a basic summary of the Taylor County Vision 2060 Plan developed by the County in 2008. This was an aggressive effort supported by the BOCC to guide and encourage future, wise growth in Taylor County.
IV.E, E.1	31-32	The methodology section was adjusted to reflect the methodology used to update the MEMPHIS and ELVIS data sets from the 2005 LMS Plan and the sources of the data sets used as update coefficients.
IV.E.2	32	Provides the updated methodology used for the updated MEMPHIS loss estimates.
IV.E.2.a-g	32-34	This information did not change from the 2005 version, except g. on pg 41, which explains how the 2005 data was adjusted using 2009 FDOR tax inventory database, and more recent population growth figures.
V.A.1	34-36	No changes were made based on there being no changes to the characteristics.
	36	Charts and maps updated with more current information.
V.A.2-3	37	No changes made to data.
V.A.4	38	Probability was updated using 2010 data. All charts were added for this update, as it provides a clearer understanding of the probability Taylor County has in terms of receiving tropical storms.
V.A.5	38-40	Map of the hurricane inundation zones was added to visually depict the extent of vulnerability Taylor County is susceptible to. Also the dialogue was updated to reflect a change in the number of critical facilities listed by Taylor County.
V.A.5, cont..	40	This is a revised list of critical facilities from the 2005 version of the LMS. The map provided also was generated specific to the 2010 LMS, and identifies were the critical facilities are located, or grouped, and their location vs the coastal high hazard area.
V.A.6	41	The future development section is completely rewritten to reflect the Taylor County Vision 2060 plan, which identifies where and how the County plans to grown.
V.A.8	41-48	Every item on every chart was updated to reflect 2010 data. The graphics did not change, given this does not change from year to year.
V.B	48-53	Dialogue was adjusted to update all outdated numbers or statistics to the most current available data. The chart on page 57 (Historical Tornadoes Impacting Taylor County, Florida 1950-2008) is an updated version from the 2005 LMS and incorporates data up thru 2008, which was the best available data from the weather service. The language on page 58 was updated to reflect the newer data.
V.B.1-2	50-51	Language and charts updated to reflect data through 2009.
V.B.5	52-54	All charts have been updated to reflect adjustments made based on more current tax revenue data, and other sources.
V.C	53	Description of forest fire history has been adjusted based on updated

		information.
	56	Updated charts from the FDOF database (FRAS) which brings the data up to 2010.
V.C.1-2	57-59	Charts updated to reflect adjustments made to the 2005 data.
V.C.4	59-60	Charts updated to reflect adjustments made to the 2005 data.
V.D	61-63	New graphic of the flood basins is provided to help clarify flood vulnerability.
V.D.1	63-65	The historical profile has been updated to reflect more current data. The chart is new.
V.D.3	65-68	Reflect the new NFIP Map Modernization initiative. All of Taylor County's FIRM maps have been digitized, and are available through the Suwannee River Water Management District. This is included in Update.
V.D.3	68	NFIP Policy Statistics chart has been updated to incorporate 2009 data from the NFIP program.
V.D.4	68-69	The new digitized FIRM maps have the capability to identify individual addresses in relationship to a flood zone. Each of the critical facilities were run through this search engine and a new list was created to identify if each critical facility was in the flood zone, or not. The list provided on page 77 is the result of this search.
V.D.5	70	New. This entire section is added to the 2010 LMS, and reflects Taylor County's impressive efforts to address future growth in a wise, manageable manner. The Vision 2060 is incorporated into the Taylor County COMP plan, making its provisions valid.
V.D.6	70-72	New MapMod FIRM map is included in the 2010 LMS. This provides the latest data for FIRMs for Taylor County and City of Perry.
V.E	73	New graphics added to validate Taylor County's susceptibility to heat and drought waves. Information is current as of 2008.
V.F	75-76	No new data added. No changes made
V.G	77-80	Taylor County Sinkhole Database-2010 has been updated to reflect the most current information available about Taylor County sinkhole records.
V.G.2	78-79	All charts were updated using updating methodology explained in the 2010 LMS.
V.H	82	Riverine and Coastal Erosion section required no updating per the LMS Working Group's analysis.
V.I	83	New graphics (2) denoting the earthquake zones in Florida is added to clarify the County's vulnerability, however slight, to an earthquake.
V.I.3	84-87	All charts were updated using updating methodology explained in the 2010 LMS.
V.J.1	88	All charts were updated using updating methodology explained in the 2010 LMS.
V.J.2	90	All charts were updated using updating methodology explained in the 2010 LMS.
V.J.3	89-91	All charts were updated using updating methodology explained in the 2010 LMS.
V.J.7	91-93	All charts were updated using updating methodology explained in the 2010 LMS.
V.J.8	94	All charts were updated using updating methodology explained in the 2010 LMS.
VI	95	Land Uses and Future Development Trends was a part of the 2005 LMS, but has been made its own section in this 2010 update, and significantly revised with updated information from the County.
VI.A	95	All of this information is new to the 2010 LMS. It was pulled from the Vision 2060 Plan that Taylor County developed in 2008. It identifies the new growth patterns expected, and opportunities for mitigation as growth occurs.
VI.B	98	The Future Planning Area Boundaries are new to this 2010 LMS. It was pulled from the Evaluation and Appraisal Report (EAR) of the Taylor County COMP

		Plan. This is provided to demonstrate future growth patterns expected by the jurisdictions.
VI.C	100	This section has been updated with current 2009-2014 data pulled from the 5 Year FDOT Work plan. This is another proxy indicator for where growth can occur in the County.
VII	101	This initial opening section was slightly edited to reflect the sources used to extract data from out of the 2009 Taylor County COMP, and other sources.
VII.A	101-111	This entire section is radically updated. Virtually all of the 2005 information has been replaced with current information, primarily from the 2008 COMP Plan, and the updated Taylor County Codes and Ordinances, which are located on the web at the Taylor County government site, under "Planning Department".
VII.B	111-114	The LMS Working Group reviewed these strategies, and decided to keep all of them as stated. New objectives and one new goal (Objective 5.3, Goal 6, Objectives 6.1, 6.2) have been added.
VII.C	114-118	The status of each mitigation project has been updated by the LMS Working Group. The Group wanted to keep all of the projects on the list. Significant progress has been made on several of the projects, even without any infusion of HMGP, FMA, PDM, SRL, RLC federal funding.
VII.D	118	The funding sources list was updated to add additional federal programs missing from the 2005 version of the LMS. Also, explanations of several of the federal programs was added based on them being a prime source of mitigation funding for mitigation projects.
VII.E	119	These projects were not changed. The updates of the projects is provided in Section VII.D.
VIII	122	All referenced updated to reflect 2010 Update
Appendix 1	123	New – Record of Changes added to 2010 Update to fulfill new requirements for LMS Updates.
Appendix 2	127	New-Project Prioritization Methodology added to 2010 Update. The 2005 version did not include a visual representation of the ranking and prioritization process used for the mitigation projects. The LMS working group used the STAPLEE process this time.
Appendix 3	130	Agendas and notes from LMS meetings held between 2005 and 2010. This is new information for the 2010 Updated LMS.

Appendix 2: Project Prioritization Methodology

The Taylor County LMS Working Group uses the ***STAPLEE*** methodology to score each project. There are seven categories in the STAPLEE criteria, and 23 criterion. Each of the 23 criterion is given a weighted score between 0-4, with 0 meaning not beneficial or unproductive, to 4 meaning very beneficial or excellent. The projects are spread across four major categories, that being

- Flood
- Fire
- General (ALL)
- and Sink (for sinkholes)

A very basic description of the **STAPLEE** methodology is provided below. The scoring sheet of the Taylor County mitigation projects follows on the next sheet**.**

S*ocial* – Is the mitigation strategy socially acceptable?

T*echnical* – Is the proposed action technically feasible, cost effective, and does it provide the appropriate level of protection?

A*dministrative* – Does the community have the capability to implement the action and is the lead agency capable of carrying out oversight of the project?

P*olitical* – Is the mitigation action politically acceptable?

L*egal* – Does the community have the authority to implement the proposed action?

E*conomic* – Do the economic base, projected growth, and opportunity costs justify the mitigation project?

- Benefit cost-analysis is a mathematical method for comparing costs to the benefits to the community of a mitigation action
- If the benefits are greater than the costs, the project is cost-effective
- Comparing the ratios of benefits to costs for several mitigation projects helps to identify those that offer the greatest bang for the community's buck
- Benefit-cost analysis gives decision-makers an understandable way to explain and defend their decisions
- For many grant programs, FEMA and the State will use benefit-cost analysis to determine whether a project is eligible
- The community can save time and energy by limiting planning activities to projects that will be more likely to receive funding.

E*nvironmental* – Does the proposed action meet statutory considerations and public desire for sustainable and environmentally healthy communities?

The following is a listing of each project, and its corresponding acronym.

Taylor County LMS Projects - 2010

Flood 1	Countywide stormwater management study
Flood 2	Analysis and improvements to the existing storm drain system
Flood 3	Update floodplain data and maps and incorporate into GIS
Flood 4	New bridge and culvert at Julia Street
Flood 5	New bridge and culvert at Main Street
Flood 6	Increase size of retention pond at Warner Street and Demps Lane
Flood 7	Repetitive damage locations data collection
Flood 8	Analysis and evaluation of the repetitive loss locations
Flood 9	Study and development of a sewer in the growing coastal areas
Flood 10	Additional warning sirens
Flood 11	Maintenance of debris removal contract
All 1	All-hazard public awareness and education program
All 2	Countywide disaster recovery business alliance
Fire 1	Mitigation burning and forest fire management
Fire 2	Additional fire department resources
Fire 3	Continue and strengthen local fire burning regulations and enforcement
Fire 4	Fire awareness educational program
Fire 5	Reduce fire hazards by increase water flow capacity
Sink 1	Reinforce footing for electrical substation

Ranking and Prioritization Table – Taylor County LMS Projects 2010

STAPLEE Criteria	S (Social)		T (Technical)			A (Administrative)			P (Political)			L (Legal)			E (Economic)				E (Environmental)					TOTAL SCORE
Considerations → / Projects ↓	Community Acceptance	Effects on Segment of Population	Technical Feasibility	Long-Term Solution	Secondary Impacts	Staffing	Funding Allocated	Maintenance / Operations	Political Support	Local Champion	Public Support	State Authority	Existing Local Authority	Potential Legal Challenge	Benefit of Action	Cost of Action	Contributes to Economic Goals	Outside Funding Required	Effect on Land/Water	Effect on Endangered Species	Effect on HazMat/ Waste Sites	Consistent with Community Envir. goals	Consistent with Federal Laws	
Flood 1	4	4	4	4	3	3	1	4	4	4	2	4	4	4	4	3	4	2	4	3	3	4	4	**80**
Flood 2	4	3	4	4	3	3	1	4	4	4	2	4	4	3	3	3	4	1	4	3	3	4	4	**76**
Flood 3	4	4	4	4	3	2	1	3	4	3	3	4	4	3	3	3	3	2	4	2	3	4	4	**73**
Flood 4	4	4	3	4	4	4	1	2	4	3	4	4	4	3	3	2	3	1	2	2	3	4	4	**72**
Flood 5	4	3	3	3	3	4	1	3	4	4	4	4	4	3	3	3	3	1	3	2	2	3	4	**71**
Flood 6	3	3	4	4	3	3	0	3	4	3	3	4	4	3	3	2	3	0	4	2	2	4	4	**68**
Flood 7	2	2	4	3	3	3	1	3	3	3	2	4	4	3	4	3	2	2	3	2	2	4	4	**66**
Flood 8	2	2	4	3	3	3	1	3	3	3	2	4	4	3	4	3	2	2	3	2	2	4	4	**66**
Flood 9	2	2	3	4	3	2	1	3	3	2	2	4	4	2	2	2	3	2	4	3	4	4	4	**65**
Flood 10	3	4	4	4	2	3	0	2	3	3	3	4	4	3	3	2	2	1	2	2	2	4	4	**64**
Flood 11	3	4	4	4	4	4	4	4	4	3	3	4	4	3	4	4	3	4	2	2	4	4	4	**na**
All 1	4	4	4	3	3	3	2	3	3	3	3	4	4	4	4	3	2	2	2	2	2	2	4	**70**
All 2	3	3	4	3	3	3	3	3	4	3	3	4	4	4	3	3	2	2	2	2	2	2	4	**69**
Fire 1	3	4	4	3	3	3	3	3	3	3	3	4	4	4	4	2	3	4	4	3	3	4	4	**78**
Fire 2	4	4	4	3	3	3	1	3	4	3	3	4	4	4	3	3	3	2	4	2	4	3	4	**75**
Fire 3	4	4	4	3	3	3	2	3	3	3	3	4	4	4	3	3	3	2	4	2	4	3	4	**74**
Fire 4	4	4	4	4	3	2	2	3	3	3	3	4	4	4	3	4	2	2	4	2	4	3	4	**74**
Fire 5	4	4	3	4	3	3	1	3	4	3	3	4	4	4	4	2	3	2	3	2	4	2	4	**73**
Sink 1	4	4	4	4	3	3	1	4	4	4	2	4	4	4	4	3	4	2	4	3	3	4	4	**80**

Appendix 3: Agendas and Notes from LMS Meetings

The LMS Working Group met seven times between April, 2005 when the 2005 LMS was adopted by the City of Perry and Taylor County, and 2010. The meeting agendas and list of attendees are provided in this Appendix. Some of the minutes from the older meetings are not included. This information has been scanned from the originals, which are maintained by Taylor County Emergency Management.

LMS Working Group Meeting

Taylor County Board of County Commissioners' Boardroom

June 16, 2010

5:30 pm – 6:30 pm

Agenda

Introductions	Jeff Manning, Director Taylor County Public Safety
Final Plan Review	Frank Koutnik Disaster Strategies and Ideas Group, LLC
Public Comment Period	General Public

Notice of June 16, 2010 LMS Final Review Meeting
Perry News-Herald, June 11-12, 2010 issue



County's disaster plan focus of June 16 meeting

A public meeting will be held Wednesday, June 16, to allow public comment on the county's Local Mitigation Strategy Plan.

The plan, which details the county's disaster responses, must be updated every five years.

The meeting will be from 5:30 to 6:30 p.m. in the county commission meeting room in the Courthouse Annex on Green Street.

The Elements Working Group will meet from 5:30 to 6 with the public comment portion to follow.

A copy of the plan is available on the county's Web site: www.taylorcountygov.com.

LMS Working Group Meeting

Taylor County Board of County Commissioners' Boardroom
January 19, 2010
10AM – 11AM

Agenda

Introductions

Update Progress – Frank Koutnik

LMS Overview and Synopsis

Public Involvement

Future Meeting Schedule

Further Questions and Comments

LMS Working Group Meeting
January 19, 2010, Handout Page 1

LMS Synopsis and Update Outline

Local Mitigation Strategy Plan Working Group Meeting
Taylor County Board of County Commissioners' Boardroom
January 19, 2010

Overview

The Local Mitigation Strategy Plan (LMS) is a document that outlines mitigation information, projects, and priorities for the County. It draws on mitigation information from the County Comprehensive Plan, County Land Development Regulations, County Strategic 5-Year Plan, County Emergency Management Plan, Standard Housing Code, and the Florida Administrative Code. The plan is developed by conducting a thorough analysis of the County's hazards and assessing the County's risks and vulnerabilities to the effects of each identified hazard. After the hazard and vulnerability analysis, mitigation goals and projects are proposed, priorities and timelines are set, and potential costs and funding sources are identified. This process is conducted by the LMS Working Group in public meetings. The LMS document is mandated to be updated on a 5 year cycle.

The current LMS plan was approved by the state of Florida and the Federal Emergency Management Agency (FEMA) in April, 2005. It was the product of a similar updating process undertaken for the 1999 LMS document. The plan is organized into 3 sections: Planning and Public Involvement, Risk Assessment and Vulnerability, and Mitigation Strategy. To help guide the current update process, a brief description of each section and key points are provided below.

Section 1: Planning and Public Involvement

This section gives a brief description of the LMS planning and writing process. It describes the agencies involved in the planning process and the outcomes of meetings convened to update the 1999 document. The section also provides the procedures agreed upon by the LMS Working Group on involving the public in the planning and writing process.

Key points for updating

- The addition of meeting attendance and notes for LMS Working Group meetings convened after the April 2005 approval of the current plan.
- Updates to maps, figures, and documents reviewed.

Section 2: Risk Assessment and Vulnerability

This section outlines the procedures and results of the thorough hazard analysis undertaken for Taylor County. General County information is given in the form of maps and economic and demographic descriptors and statistics. Potential hazards are identified, described, and evaluated to set priorities based on probability and magnitude.

Risk and vulnerability for the County are assessed for each individual hazard using Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) and Economic Loss Vulnerability Index System (ELVIS) data. Differences in the risks and vulnerabilities for the city of Perry and land uses and future development trends are also discussed.

Key points for updating

- Maps and figures used in risk and vulnerability assessment.
- Changes to hazards priority lists (see Visuals; Section 2).
- Addition of significant regional and local hazards from 2005 to present.
- Changes to future land use trends.

Section 3: Mitigation Strategy

Section 3 provides the county's blueprint for reducing the potential losses identified in the previous section. It presents research on the existing and on-going mitigation strategies identified in other county government plans, codes, and ordinances. The section identifies mitigation goals and the objectives set to achieve each goal. The section concludes with the proposal of mitigation projects, the identification of possible funding sources, and the proposal of procedures for updating the plan.

Key points for updating

- Maps and figures used throughout the section.
- Changes to possible funding sources.
- Changes in or addition of new mitigation rules, ordinances, or codes.
- Changes in or progress made on mitigation goals and/or objectives (see Visuals; Section 3.1).
- Changes in or progress made on mitigation projects (see Visuals; Section 3.2).

Synopsis Visuals

Section 2

Hazard Identification

Based on the 1999 LMS, the current Consolidated Emergency Management Plan (CEMP), and the LMS Working Group, the following hazards have been identified and prioritized for Taylor County and the City of Perry. These hazards were identified by analyzing the historical occurrences in the county and the City of Perry and also by reviewing the geography, climatology and other natural features that increase human and economic risks. During the March 8th LMS Working Group meeting, the team discussed all the following hazards in depth based on two criteria – Probability and Magnitude.

Probability was defined as follows:
High – Occurrences at least once every two years
Medium – Occurrences at least once every five years
Low – Occurrences less frequently than five years

Magnitude was defined as follows:
Catastrophic – the entire county is potentially affected by an event
Substantial – Most of the county is potentially affected by a event
Partial – Only a specific area of the county is potentially affected
Negligible – Damages and impacts are very localized and minor

Hazard	Priority Ranking	Probability	Magnitude
Hurricane and Coastal Storms	Very High	High	Catastrophic
Severe Storms / Tornadoes	High	High	Partial
Wildfires	High	High	Partial
Floods	High	High	Partial
Drought / Heat Wave	Medium	Medium	Partial
Freezes / Winter Storms	Medium	Low	Partial
Sinkholes	Low	Medium	Negligible
Coastal and Riverine Erosion	Low	Medium	Negligible
Earthquakes	Low	Low	Negligible
Tsunami	Not Applicable	Low	Substantial
Dam / Levee Failure	Not Applicable	Low	Negligible

Section 3.1

Goal 1: Enhance and maintain county capability to implement a comprehensive countywide hazard loss reduction strategy

Objective 1.1: Review existing county agency programs, plans and policies to determine their effectiveness and efficiency in reducing risk and vulnerabilities to natural and manmade hazards, on annual basis.
Objective 1.2: As a means of enhancing intra and inter-governmental coordination, establish and support an on-going liaison between Federal, State, Regional and Local Governments as well as the private sector and general public through the LMS Working Group.
Objective 1.3: Integrate the pre- and post disaster mitigation functions with the response and recovery functions detailed in the County's Comprehensive Emergency Management Plan (CEMP) Objective 1.4: Design a process for prioritizing the local projects for mitigation related funding programs.
Objective 1.5: Establish a mediation process to resolve conflicts between county agencies' existing plans, programs and mitigation related policies and integrate them into the Taylor County Local Mitigation Strategy.
Objective1.6: Review and recommend at least annual updates of the county's risk and vulnerability assessments. Including updates to the inventory of critical facilities and infrastructure.
Objective1.7: Coordinate funding resources and opportunities among county agencies.
Objective1.8: Support the development and use of disaster loss reduction related building codes and standards designed to reduce vulnerability and risk to all hazards.

Goal 2: Increase public and private sectors awareness and support for disaster loss education practices as a means of developing a culture of hazard mitigation in Florida.

Objective 2.1: Create an Education and Outreach Committee of the LMS Working Group to organize and develop a comprehensive countywide mitigation education and outreach strategy.
Objective 2.2: Conduct a summit for education stakeholders to present and promote mitigation education programs.
Objective 2.3: Develop a business continuity awareness program designed to educate the business community on the benefits of mitigation in reducing their vulnerabilities and risk to natural and man made hazards.
Objective 2.4: Develop, and promote outreach strategies designed to educate residents and visitors of Taylor County's endemic hazards, their associated risk and vulnerabilities, and the applicable mitigation actions.
Objective 2.5: Identify and incorporate available hazard mitigation education and outreach programs/products into local public school education programs.
Objective 2.6: Establish an ongoing education and outreach effort to educate elected officials on the importance of hazard mitigation to include annual report to the county commissioners and other appropriate officials.

Objective 2.7: Develop a public awareness campaign on the benefits of pre- and post disaster mitigation through the dissemination of mitigation success stories.
Objective 2.8: Develop a strategy for working with the print, electronic and broadcast media on the dissemination of mitigation education and outreach material.

Goal 3: Reduce Taylor County's hazard vulnerability through the application of scientific research and development.

Objective 3.1: Establish partnerships with public and private research universities and Taylor County educational facilities. This scientific partnership will assist in assessing Taylor County's vulnerability to natural and anthropogenic hazards in order to develop the means to reduce the potential for damage from their impacts on society.

Goal 4: Protect the County's cultural, economic and natural resources.

Objective 4.1: Support mitigation initiatives that are compatible with the protection of county's cultural, economic and natural resources.
Objective 4.2: Promote land acquisition programs that support mitigation opportunities compatible with the protection of natural and cultural resources
Objective 4.3: Encourage the development of drainage improvement systems based on their compatibility with the natural environmental system functions

Goal 5: Reduce the vulnerabilities of county and city owned facilities and infrastructure to natural and man-made hazards

Objective 5.1: Establish hazard mitigation priorities for retrofitting of existing county and city critical facilities and infrastructure based upon risk and vulnerability assessment.
Objective 5.2: Ensure that county and city facilities and infrastructure are located, designed and constructed to complement/support local priorities as defined in the Local Mitigation Strategies.

Section 3.2
Mitigation Projects

ID	Mitigation Project	Hazard	Description
Flood1	Countywide storm water management study	hurricanes, storms, and flooding	This project was proposed in the 1999 LMS. The need is to further define the basins and analyze impact to the county transportation and road system.
Flood2	Analysis and improvements to the existing storm drain system	hurricanes, storms, flooding	City of Perry Project. This is to analyze, improve and develop their existing storm drainage system throughout the city to improve drainage to lessen and eliminate certain flooding issues
Flood3	Update floodplain data and maps and incorporate into GIS	flooding	This project proposes a study to update the existing FIRM floodplain maps Using GPS, GIS, flood modeling analysis, local knowledge, and field work. The county proposes to update and digitize the current FIRM maps to mark the 100 and 500 year floodplain areas.

Flood4	New bridge and culvert at Julia Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Julia Street to improve drainage and prevent flooding during heavy rain.
Flood5	New bridge and culvert at Main Street	hurricanes, storms and flooding	This project proposes the construction of a new bridge and culvert across Pimple Creek at Main Street. This will improve access to the new hospital and lessen the effects of flooding.
Flood6	Increase size of retention pond at Warner Street and Demps Lane	hurricanes, storms and flooding	This project proposes various improvements to the retention pond at Warner Street and Demps Lane. This will alleviate the flooding problems during storms and heavy rains. Some preliminary engineering has already been completed.
Flood7	Repetitive damage locations data collection	flooding	This project proposes to continue collecting data about the locations in the county that are repetitively damaged due to flooding. Along with this data collection is the desire to incorporate this data into the county's GIS system for identification and display of these locations

Flood8	Analysis and evaluation of the repetitive loss locations	storms and flooding	This project will research the 18 repetitive loss locations throughout the county and study the various options to mitigate this flooding damage. This project will consider property buyouts, building elevation and other means to avoid this repetitive loss.
Flood9	Study and development of a sewer system in the growing coastal areas	hurricanes, storms, and flooding	Taylor County proposes to study and eventually develop a county maintained sewer system in the growing communities along the coast. Currently 100's of septic tanks are used and these often flood and contaminate drinking water, canals and dirt during hurricanes and storms.
Flood10	Additional sirens	hurricanes, storms	Taylor County currently has five warning sirens along the coast. This Project proposes to add additional sirens to improve the warning capabilities
Flood11	Maintenance of debris removal contract	hurricane, storms, flooding, winter storms	Taylor County plans to maintain the existing debris removal contract with DRC Inc. This contract has no cost until actual work needs to be done.
All1	All-hazard public awareness and educational programs	all hazards	This project proposes the development of public awareness programs to address flood prevention, wildfire prevention, evacuation routes, shelters, safe-room program. These program with the associated information would be continually offered to the public through a variety of methods including classes, internet data dissemination, and printed materials.
All2	Countywide disaster recovery business alliance	all hazards	This project proposes to develop a public/private partnership to reduce vulnerabilities in the area through cooperation and education.

LMS Working Group Meeting
January 19, 2010, Handout Page 9

Fire1	Mitigation Burning and Wildfire Management	wildfires	This project proposes the continuation and increase of Department of Forestry mitigation burning on public and private lands. This is an on-going program for DoF that is contingent on funding and manpower. Last year DoF did significant burning and Taylor had the best fire season with only 300 acres burned, so there is precedent for continuing and improving this program.
Fire2	Additional Fire Department Resources	wildfires, all hazards	County Fire resources are minimal and stretched. This project proposes the addition of fire and emergency personnel and equipment especially along the coast.
Fire3	Continue and strengthen local fire burning regulations and enforcement.	wildfires	This Project proposes to continue the current program for permits and fines for individuals burning debris on private lands. This project also proposes to increase the levels of enforcement for these infractions.

Fire4	Fire awareness educational Program	wildfires	This project proposed the development of an educational outreach program to instruct citizen about ways to minimize fires and protect their property from damage. This would involve instructions about clearing brush and pine straw from around houses and ensure clear access to locations for fire equipment.
Sink1	Reinforce footing for electrical substation	sinkholes	This project proposes to proactively retrofit Tri-County Electric substation is near a sinkhole for added stability and protection. This project involves adding dirt and reinforcing the adjacent footing.

January 19, 2010
LMS Meeting Minutes , Page 1

1/19/10

LMS Working Group Update Meeting

Taylor County Board of County Commissioners' Boardroom
January 19, 2010
10AM – 11AM

Meeting Minutes

Attendance

Name	Organization	Contact Email
Frank Koutnik	DSI, LLC	frank@dsideas.com
Jami Boothby	TC Building and Planning	building.tech@taylorcountygov.com
Bob Brown	City of Perry	bbrown@cityofperry.net
Chris Brannon	Division of Forestry	brannoc1@doacs.state.fl.us
Chelsea Parker	Division of Forestry	parkerc@doacs.state.fl.us
Kenneth Dudley	TC Engineering	county.engineer@taylorcountygov.com
Brent Bueford	TC Engineering	engineer@taylorcountygov.com
Lawanda Pemberton	TC Board of Commissioners	lawanda.pemberton@taylorcountygov.com
Jeff Manning (Chair)	TC Emergency Management	ps.director@taylorcountygov.com
Dustin Hinkel (Co-Chair)	TC Emergency Management	dustin.hinkel@taylorcountygov.com

Agenda

- Introductions
- Update Progress – Frank Koutnik
- LMS Overview and Synopsis
- Public Involvement
- Future Meeting Schedule
- Further Questions and Comments

Minutes

Current LMS update progress (Frank Koutnik)

- LMS plan must be updated and approved by the State and Federal government to remain eligible for future mitigation grants.

- Critical to have all participants tied into the plan to remain eligible (i.e. City of Perry, school board, etc.)
    - Representative from the school board was absent from the meeting. Will be contacted by EM Department about future participation through meeting attendance and including current and future plans into the updated to document to save eligibility.
    - Must also involve the public in all future meetings.
        - Public meetings advertised in the paper on a website.
        - Publishing of current LMS and CEMP on County EM website.
- Progress
    - Draft is half completed; expect draft in 10 to 14 days.

Mitigation Projects Updates (Participants with major contributions to discussion)

- Flood 3 (Kenneth Dudley and Jami Boothby)
    - Complete and on-going.
    - FIRM and GIS maps are updated.
    - Update made to floodplain ordinance 5 May 2009 based on updated maps.
- Floods 4 and 5 (Bob Brown)
    - Water management district conducted a study on the river and found that flooding is caused by choke point in the river before the bridges. Choke point is found on private property.
        - Do not know how to best proceed with project (possible County involvement).
    - Bridges are structurally sound.
- Floods 7 and 8 (Kenneth Dudley)
    - Tasks complete; projects remain on-going and up-to-date.
- Flood 9 (Kenneth Dudley, Lawanda Pemberton, Bob Brown, and Jami Boothby)
    - Phase 1 is complete and Phase 2 is partially complete
    - Coastal communities have DEP approval and a study was completed.
        - Taylor Coastal Sewer and Water and BBWA
    - City of Perry looking into expanding capacity for sewer treatment service.
- Flood 11 (Kenneth Dudley and Lawanda Pemberton)
    - Project is on-going and up-to-date.
    - County engineer is looking at feasibility study for a new debris site at an old landfill.
    - Jeff Manning suggested to Lawanda Pemberton to check to see if the County has a MOU in place with the city for debris removal.
- All 1 (Lawanda Pemberton, Jami Boothby, and Kenneth Dudley)
    - DSI created informational brochures in 2006 and never printed them.
    - Building department sent out flood mitigation/insurance information to areas around NFIP repetitive loss structures.
    - Building department spoke to 2 repetitive loss structure owners about mitigation.
        - One owner found it economically infeasible and the other was not interested.

- Fire 4 (Jeff Manning)
    - Division of Forestry held a Fire Wise information gathering that did not attract the public, despite free food and handouts.
    - EM/Fire Rescue will partner with Division of Forestry to continue Fire Wise educational program.
        - Establish a bigger presence at the Forest Festival.
        - Give out information during the parade (Bob Brown).

Future Actions

- Jeff Manning enccuraged all participants to review their mitigation plans and goals and email the EM department with any further updates.
- Next meeting date is still tentative.
    - Will wait until the draft is in hand and all participants have had time to review it.
- Public Involvement
    - It is critical to the planning process to include the public in all stages.
        - Make draft available to the public for review.
        - Make all future meetings open for public comment.
            - Possibly follow past protocol with Working Group meeting first and then open the group to public comment after the meeting.
- Update must be complete by 24 April 2010.

December 18, 2008
LMS Meeting Agenda

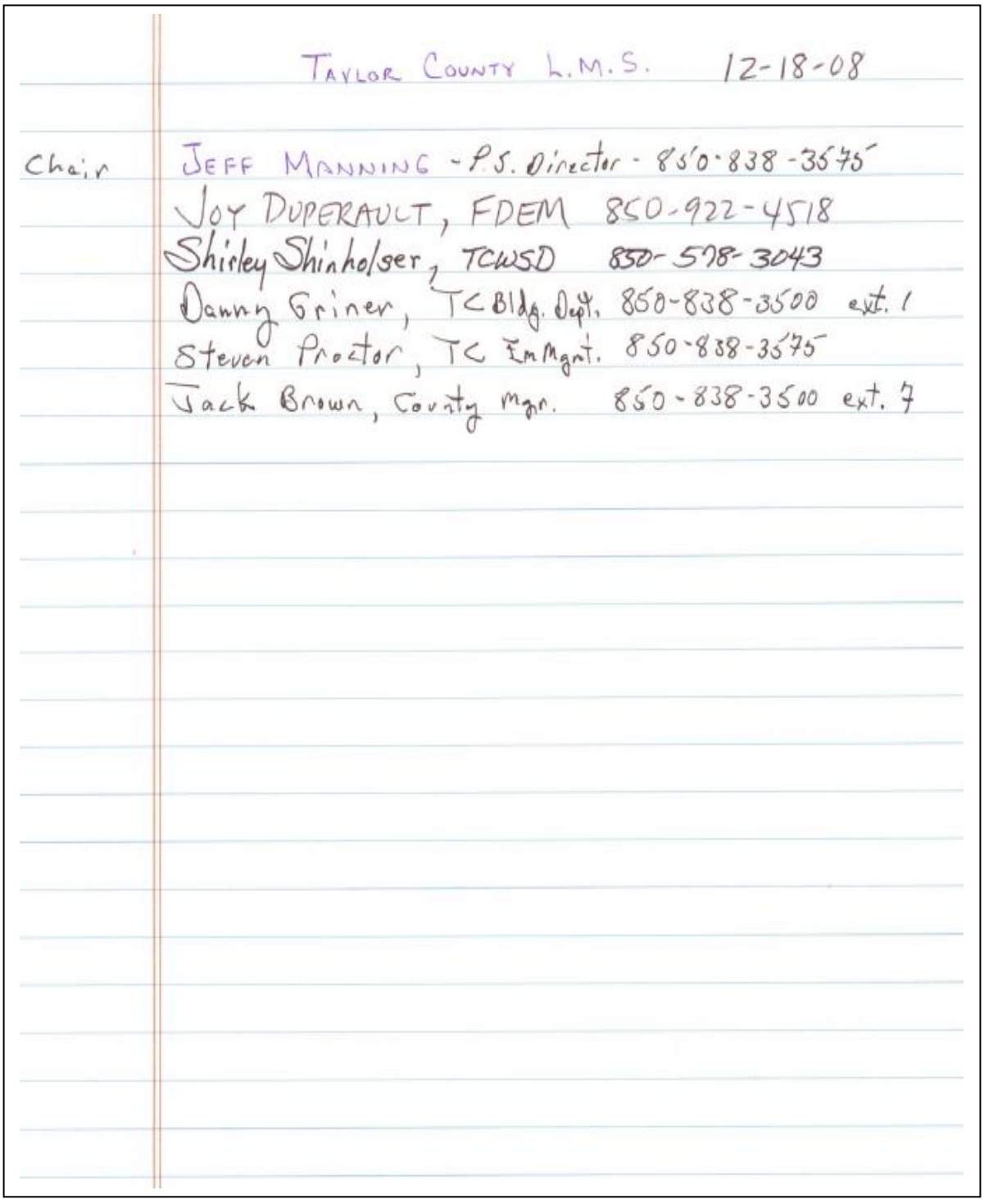
TAYLOR COUNTY

LOCAL MITIGATION STRATEGY

December 18, 2008
Meeting Agenda

1. Call meeting to order at 10:00am.
2. Introduction of Steve Proctor, Taylor County Emergency Management Coordinator.
3. Introduction of Joy Duperault, State Mitigation Planner.
4. Presentation by Joy on LMS issues.
5. Review list of mitigation strategies for Taylor County.
6. Discuss the future direction of the LMS.
7. Open forum.
8. Meeting adjourns at 11:00am.

December 18, 2008
LMS Meeting Attendees



Taylor County L.M.S. 12-18-08

Chair — Jeff Manning - P.S. Director - 850-838-3575
Joy Duperault, FDEM 850-922-4518
Shirley Shinholser, TCWSD 850-578-3043
Danny Griner, TC Bldg. Dept. 850-838-3500 ext. 1
Steven Proctor, TC Em Mgmt. 850-838-3575
Jack Brown, County Mgr. 850-838-3500 ext. 7

April 9, 2008
LMS Meeting Agenda

TAYLOR COUNTY EMERGENCY MANAGEMENT

301 Industrial Park Drive * Perry, Florida 32348

Phone: (850) 838-3575 * FAX: (850) 838-1642

Email: em.coordinator@taylorcountygov.com Website: www.taylorcountygov.com

AGENDA

Local Mitigation Strategy Meeting
April 9, 2008
10:00 a.m. -11:00 a.m.

10:00 a.m. – 10:15 a.m. Introduction

10:15 a.m. - 10:45 a.m. Local Mitigation Updates

A. Siren System
B. Hurricane Season – June 1, 2008
C. Hurricane Survival Guide
D. Tornado – Keaton Beach

10:45 a.m. - 11:00 a.m. Close

April 9, 2008
LMS Meeting Attendees

Taylor County Board of County Commissioners
EMERGENCY MANAGEMENT

Local Mitigation Meeting Attendance Sign-In Sheet

Date: April 9 2008

Name	Title	Agency	Phone/Alternate	Email
Danny Griner	Bldg official	Bocc		
Brenda Freund	Emg Mgmt	Bocc		
Kenneth Dudley	Engineering	TC Bocc		
Martin Towles	Sheriff off.	Sheriff		
Brian Love	Area Coord.	FDEM.		
Jeff Manning	Public Saf. Dir	TC Bocc		
Pete Bennett	Safety Mgr	Martin Electronics		

January 9, 2008
LMS Meeting Agenda

Taylor County Board of County Commissioners

EMERGENCY MANAGEMENT

Local Mitigation Agenda

January 9, 2008

Local Mitigation Strategy Meeting

Wednesday, January 9, 2008

Taylor County Commission Board Room: 10:00 a.m. – 11:00 a.m.

10:00 a.m. – 10:15 a.m.	Introduction, Jeff Manning, Public Safety Director
10:15 a.m. – 10:20 a.m.	Local Mitigation Update, Brenda Freund, Emergency Management Coordinator
10:20 a.m. - 10:40 a.m.	Joe Myers, CEO, Disasters, Strategies & Ideas Group, LLC
10:40 a.m. - 10:55 a.m.	Jack Smith, Forest Area Supervisor, Florida Department of Forestry
10:55 a.m. – 11:00 a.m.	Closing

January 9, 2008
LMS Meeting - Handout

Smallest Basic Siren $12,000 to $27,000 depending upon area coverage

17,000 price includes radio receiver and two batteries
Solar optional for 1,700

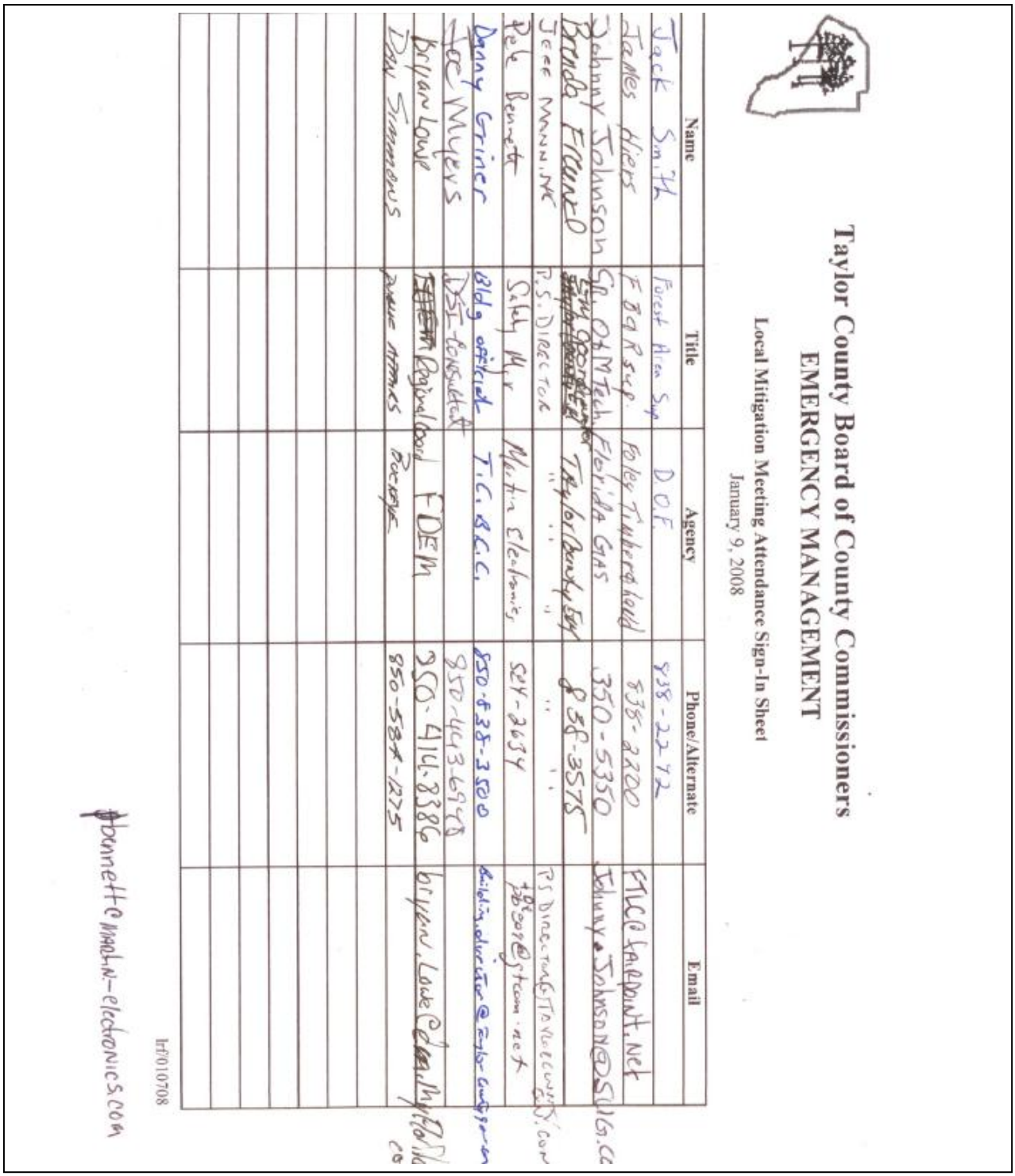
Hud may have a community development block grant available for low income area's

Also our existing system may have voice command

Ie: This is a tornado
This is a hurricane

Ect…

January 9, 2008
LMS Meeting Attendees



Taylor County Board of County Commissioners
EMERGENCY MANAGEMENT

Local Mitigation Meeting Attendance Sign-In Sheet

January 9, 2008

Name	Title	Agency	Phone/Alternate	Email
Jack Smith	Forest Area Sup	D.O.F.	838-2272	
James Akers	F Area Sup	FD Div Timberland Mgmt	838-2200	FTLCO.fallpoint.net
Johnny Johnson	Co. Ofc Tech	Florida Gas	350-5350	Johnny.Johnson@dcg.co
Brenda Flowers	[illegible]	Taylor County BOCC	850-838-3575	
Jeff Mann, PE	P.S. Director	" "	" "	PS Director@TAYLORCOUNTYFL.COM
Rick Bennett	Safety Mgr	Martin Electronics	584-2634	RBennett@steam.net
Danny Grimes	Bldg official	T.C. B.C.C.	850-838-3500	Building.director@taylorcountygov.com
Joe Mayers	DSL Consultant		850-443-6948	
Bryan Lowe	Regional Board	FDEM	850-414-8386	bryan.lowe@dem.myflorida.com
Dan Summerlin	Area Admin	Region	850-638-1275	

lrf010708

Bonnette Mahlin-electronics.com

October 25, 2007
LMS Status Report, Page 1

MALCOLM PAGE District 1 | MARK WIGGINS District 2 | CLAY BETHEA District 3 | RUDOLPH PARKER District 4 | PATRICIA PATTERSON District 5

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

To: Sherry Harper, Specialist
From: Jeff Manning, LMS Chair
Subject: Progress Report FMP
Date: October 25, 2007

1. Background:

Resolution No. 2005-05, dated March 22, 2005. Taylor County and City of Perry worked together to develop a multi-jurisdictional strategy titled as Taylor County Local Mitigation Strategy (LMS). This memo is a progress report for the Floodplain Management Planning.

Currently Taylor County has 25 locations identified at this time along the gulf coast that have been damaged repetitively by flooding. The LMS Working Group continues to work in mitigation strategies that address this repetitive loss and data collection as an on-going effort.

2. Mitigation Update:

The following are identified projects which are at this time on-going in Taylor County and the City of Perry:

Flood 1 – Countywide storm water management study is ongoing. The need exists to further define the basins and analyze impact to the county transportation and road system.

Flood 2 - City of Perry Project is to do an analysis and improvements to the existing storm drain system in order to lessen and eliminate certain flooding issues.

Flood 3 – The City of Perry and Taylor County are having a joint meeting on November 8, 2007 with FEMA Region IV, SRWMD and their consultant to go over the preliminary countywide Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Taylor County. These maps will incorporate new data, consolidate nomenclature and provide a GIS format for planning and development purposes.

Flood 4/5 – New bridge and culvert at Julia Street and Main Street in City of Perry. This project proposes the construction of new bridges and culverts at said locations and to improve drainage and prevent flooding during heavy rains. Discussion of project is ongoing.

Flood 6 – Increase the size of the retention pond at Warner Street and Demps Lane in the City of Perry. This project proposes various improvements to the retention pond. Possible strategy is to purchase land to increase size of retention pond. This will alleviate the flooding problems during storms and heavy rains. Some preliminary engineering has already been completed.

Flood 7 - Repetitive damage locations data collections. This project is ongoing and proposes to continue collecting data about the locations in the county that are repetitively damaged due to

FOREST CAPITAL OF THE SOUTH

flooding. Along with this data collection is the desire to incorporate this data into the county's GIS system for identification and display of these locations.

Flood 8 – Analysis and evaluation of the repetitive loss locations. This project will research the 25 repetitive loss locations throughout the county and study the various options to mitigate this flooding damage. The project will consider property by-out, building elevations and other means to avoid this repetitive loss.

Flood 9 – Study and development of a sewer system in the growing coastal areas. Taylor County proposes to study and eventually develop a county maintained sewer system in the growing communities along the coast. Currently 1 –'s of septic tanks are used and these often flood and contaminate drinking water, canals, and fill with dirt during hurricanes and storms. These developments are ongoing and in progress in the Steinhatchee area of Taylor County.

Hurricane 10 – Additional sirens. Taylor County currently has four warning sirens along the coast. This project proposes to add additional sirens to improve the warning capabilities. Suggested sites are as follows:

1. Taylor County Court House (on top of)
2. Jerald Walker Park located on Warner
3. Leisure Retreats

Flood – 11- Maintain a debris removal contract. Taylor County is maintaining a debris removal contract with DRC Inc. This contract has no cost until actual work is done. We are also presently contracted with BECK Disaster for the monitoring of DRC during their work.

October 22, 2007
LMS Meeting Agenda

MALCOLM PAGE District 1 | DARYLL GUNTER District 2 | CLAY BETHEA District 3 | JACK BROWN District 4 | PATRICIA PATTERSON District 5

PUBLIC SAFETY DIVISION
EMERGENCY MANAGEMENT
TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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Brianne Hoover, Director
(850) 838-3575 office
(850) 838-1642 fax
(850) 672-0830 mobile

Local Mitigation Strategy (LMS) Working Group Committee Meeting

The LMS Working Group committee, of which you are a member, will hold a meeting October 22, 2007 at the Board of County Commissioners Board Room located at 101 East Green Street, Perry Florida at 10:00 a.m. Topics of discussion will include

- Election of the Working Group Chair
- Update of the Local Mitigation Strategy Annual Progress Report
- Warning Systems – Whelan Sirens
- Upcoming Training

The meeting is open to the public and expected to last no longer than one hour. Please plan on attending this important meeting.

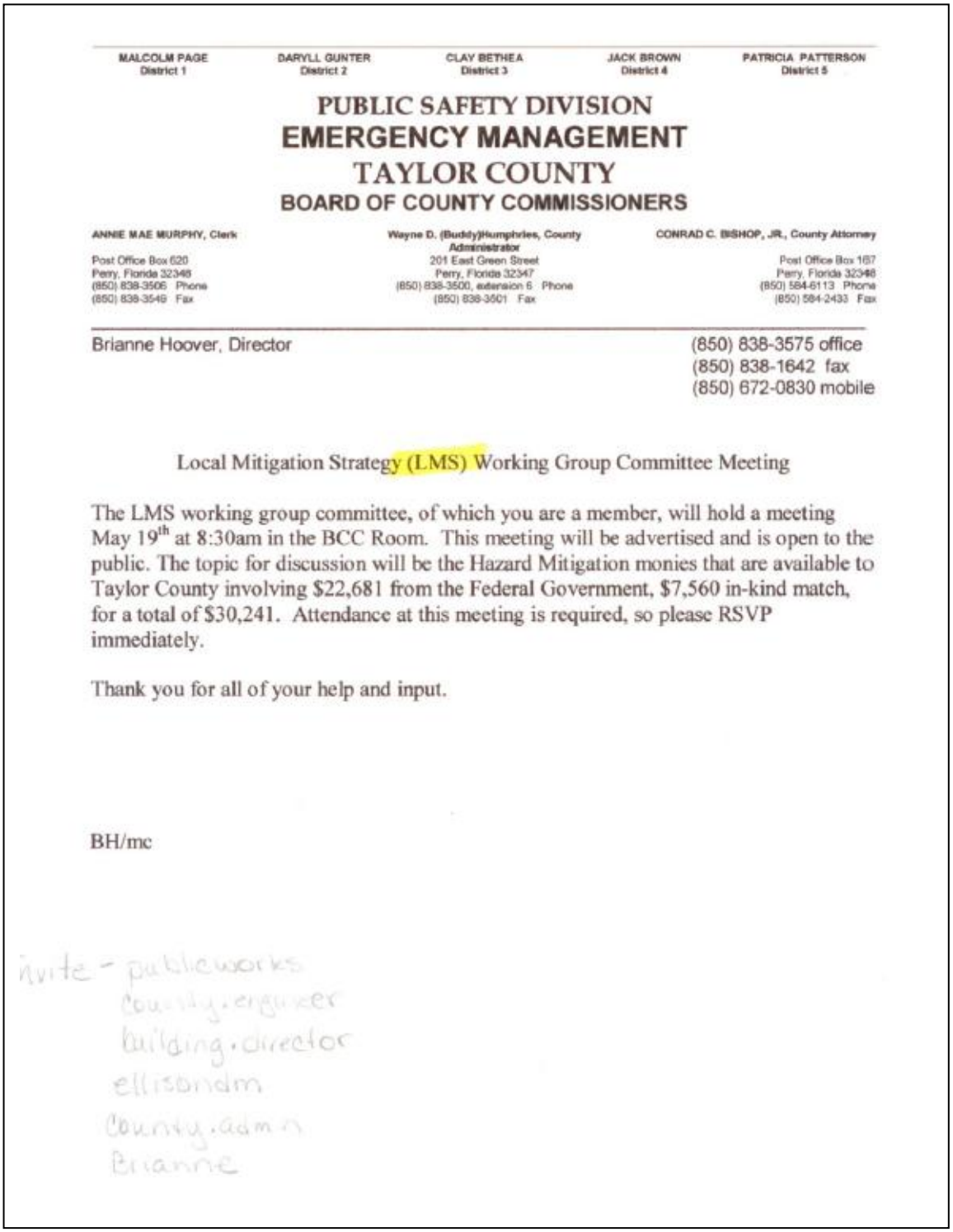
October 22, 2007
LMS Meeting Minutes

Taylor County Local Mitigation Meeting
October 22, 2007
Minutes

Meeting was conducted at the County Commission Board Room located at 201 East Green St., Perry, FL.

1. Introduction
2. Election of LMS Chair and Vice Chair/Secretary
    a. Jeff Manning- Public Safety Director
    b. Brenda Freund-Emergency Management Coordinator
3. Update of Local Mitigation Strategy Annual Progress Report- see attached copy of updated letter to Sherri Harper, FEMA
4. Motion to Support building of new EOC
    a. All present approved
5. Discussion of Whelan Sirens
    a. Possible location of sirens within city limits: County Court House, Jenkins School
    b. Weather Radio's
6. Discussed and agreed upon future meeting dates:
    January 9, 2008 at 10:00 a.m.
    April 9, 2008 at 10:00 a.m.-Focus on Hurricane Season
    July 9, 2008 at 10:00 a.m.
7. Training:
    a. Hazmat incident
    b. Railroad incident
    c. Identifying hazard-chemical, weather
8. Close

May 19, 2007
LMS Meeting Agenda



MALCOLM PAGE District 1 | DARYLL GUNTER District 2 | CLAY BETHEA District 3 | JACK BROWN District 4 | PATRICIA PATTERSON District 5

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Local Mitigation Strategy (LMS) Working Group Committee Meeting

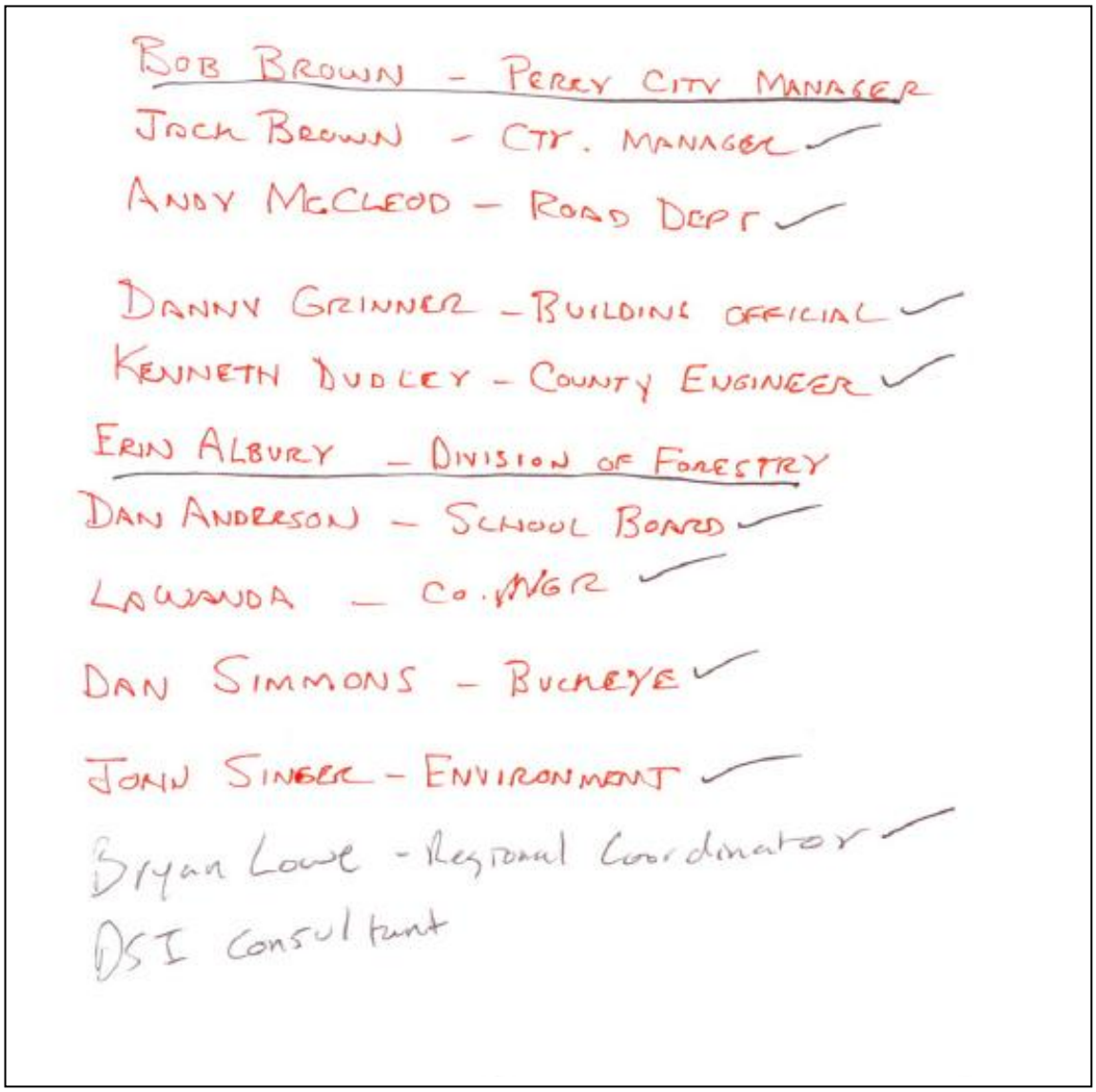
The LMS working group committee, of which you are a member, will hold a meeting May 19th at 8:30am in the BCC Room. This meeting will be advertised and is open to the public. The topic for discussion will be the Hazard Mitigation monies that are available to Taylor County involving $22,681 from the Federal Government, $7,560 in-kind match, for a total of $30,241. Attendance at this meeting is required, so please RSVP immediately.

Thank you for all of your help and input.

BH/mc

invite - publicworks
county.engineer
building.director
ellisondm
County.admin
Brianne

May 19, 2007
LMS Meeting Attendees



September 11, 2006
LMS Status Report, Page 1

MALCOLM PAGE District 1 | DARYLL GUNTER District 2 | CLAY BETHEA District 3 | JACK BROWN District 4 | PATRICIA PATTERSON District 5

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Brianne Hoover, Director

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(850) 672-0830 mobile

To: Sherry Harper, Specialist
From: Brianne Hoover, LMS Chair
Subject: Progress Report FMP
Date: September 11, 2006

1. Background:

Resolution No. 2005-05, dated March 22, 2005. Taylor County and City of Perry worked together to develop a multi-jurisdictional strategy titled as Taylor County Local Mitigation Strategy (LMS). This memo is a progress report for the Floodplain Management Planning.

Per our LMS dated April 11, 2005 Taylor County currently has 16 locations identified at this time along the gulf coast that have been damaged repetitively by flooding. The LMS Working Group continues to work in mitigation strategies that address this repetitive loss and data collection is an on-going effort.

2. Mitigation Update:

The following are identified projects which are at this time on-going in Taylor County and the City of Perry:

Flood1 – Countywide storm water management study. The need to further define the basins and analyze impact to the county transportation and road system.

Flood2 - City of Perry Project is to do an analysis and improvements to the existing storm drain system in order to lessen and eliminate certain flooding issues.

Flood3 – Update floodplain data and maps and incorporate into GIS. This project proposes a study to update the existing FIRM floodplain maps using GPS, GIS, flood modeling analysis, local knowledge and field work. The county proposes to update and digitize the current FIRM maps to mark the 100 and 500 year floodplain areas.

Flood4/5 – New bridge and culvert at Julia Street and Main Street in City of Perry. This project proposes the construction of new bridges and culverts at said locations to iimprove drainage and prevent flooding during heavy rains.

Flood6 – Increase size of retention pond at Warner Street and Demps Lane in City of Perry. This project proposes various improvements to the retention pond. This will alleviate the flooding problems during storms and heavy rains. Some preliminary engineering has already been completed.

FOREST CAPITAL OF THE SOUTH

September 11, 2006
LMS Status Report, Page 2

Flood7 – Repetitive damage locations data collections. This project proposes to continue collecting data about the locations in the county that are repetitively damaged due to flooding. Along with this data collection is the desire to incorporate this data into the county's GIS system for identification and display of these locations.

Flood8 – Analysis and evaluation of the repetitive loss locations. This project will research the 18 repetitive loss locations throughout the county and study the various options to mitigate this flooding damage. This project will consider property by-outs, building elevations and other means to avoid this repetitive loss.

Flood9 – Study and development of a sewer system in the growing coastal areas. Taylor County proposes to study and eventually develop a county maintained sewer system in the growing communities along the coast. Currently 1—'s of septic tanks are used and these often flood and contaminate drinking water, canals, and dirt during hurricanes and storms. At the time of this update these developments are in progress in the Steinhatchee area of Taylor County.

Flood10 – Additional sirens. Taylor currently has four warning sirens along the coast. This project proposes to add additional sirens to improve the warning capabilities.

Flood11 – Maintain a debris removal contract. Taylor County is maintaining a debris removal contract with DRC Inc. This contract has no cost until actual work is done. We are also presently in negotiations with BECK Disaster for the monitoring of DRC during their work.

May 24, 2006
LMS Meeting Agenda



News from the...

Taylor County Emergency Management

Emergency Operations Center

Brianne Hoover, Director

NEWS RELEASE * NEWS RELEASE * NEWS RELEASE * NEWS RELEASE

Date:5-15-06
Contact:Mandy Cornelius
Phone:850-838-3575
Cell:850-838-5115

Released By:Mandy Cornelius
Public Information Officer
Fax: 850-838-1642

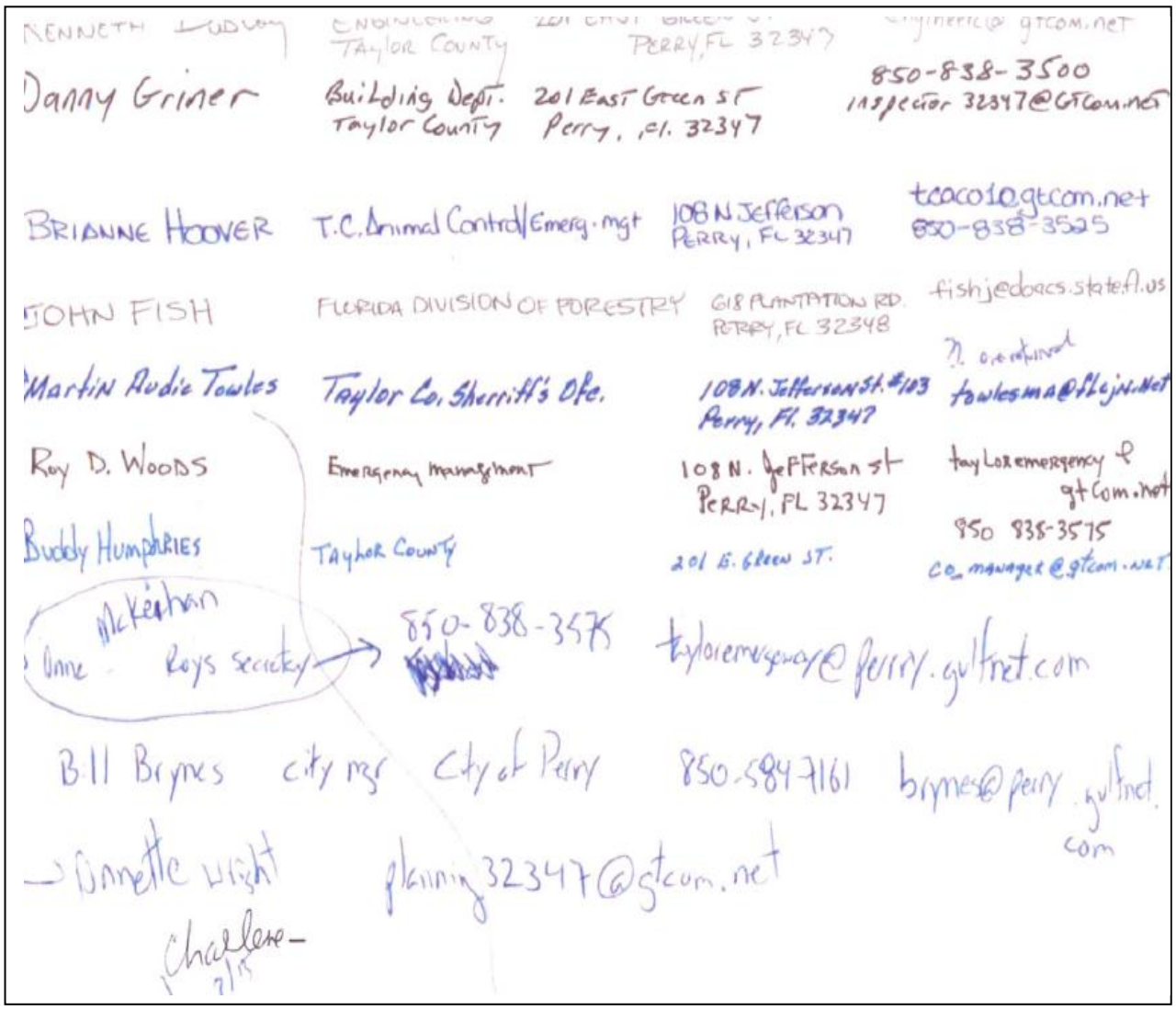
Public Meeting

What: Public meeting to discuss the Local Mitigation Strategies (LMS)
Where: Taylor County Commissioners Board Room
When: Monday May 24th, 2006 8:30 am

Taylor County Emergency Management with the assistance of the LMS Working Group will hold a meeting to discuss the prioritizing of projects for the mitigation of projects due to hazards which affect the community. We wish to invite all interested citizens and organizations to attend this open meeting.

###

May 24, 2006
LMS Meeting Attendees



Appendix 4: Adoption Resolutions – Taylor County, City of Perry

Resolutions will be forthcoming from the Taylor County Board of County Commissioners, and the City Commission of Perry upon FEMA approval of the Taylor County Local Mitigation Strategy.

(20)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider the renewal of the debris clean-up contract with DRC Emergency Services, LLC for a period of one year.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: The contract for debris clean-up after a disaster is currently held by DRC Emergency Services, LLC. This contract expires on December 31, 2010.

Recommended Action: Approval of a one-year renewal with the current contractor.

Fiscal Impact: No direct expense; costs vary based upon services required after a disaster.

Budgeted Expense: No; most expenses are normally reimbursable under Federal/State disaster guidelines.

Submitted By: John Singer, Environmental Services Director

Contact: 838 - 3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board executed a contract in June of 2005 with DRC, Inc. (now known as DRC Emergency Services, LLC) for post-disaster debris managernent services. This contract expires on December 31, 2010.

The Request For Proposals (RFP) and ensuing contract were the work of former Emergency Management Director Roy Woods. Subsequently, the Emergency Management "team" is composed of new faces including Jeff Manning, Dustin Hinkel, LaWanda Pemberton and John Singer.

In addition, many of the rules and facets of debris clean-up have changed over the past five years. For instance, it was not known until recently that there are two separate and distinct programs (FEMA and FHWA) for clean-up of roadways after a disaster.

DRC has been responsive over the past five years, including the clean-up after Hurricane Dennis in 2005. Their staff have always been available for discussion or meetings and although we have not been subject to any other major storms requiring their services, they have been pro-active in checking in with us prior to potential threats.

In addition, DRC has a good working relationship with our Debris Monitoring contractor, Beck Disaster Recovery, Inc. and this is to our benefit.

Staff recommends a one-year renewal of the current contract with DRC Emergency Services, LLC to allow sufficient time for us to prepare a suitable RFP so that a new contract may be executed prior to December 2011. It is estimated that proposals would be received and a new contract (to begin on January 1, 2011) would be in place by late summer or early fall.

Attachments: Current Contract with DRC Emergency Services, LLC.

CONTRACT FOR DISASTER RECOVERY SERVICES

THIS CONTRACT made and entered into this 16th day of June, 2005, by and between TAYLOR COUNTY, a political subdivision of the Sate of Florida, (hereinafter referred to as "COUNTY") and DRC, INC., a South Carolina corporation, hereinafter referred to as "CONTRACTOR", with a principal address of 740 Museum Drive, Mobile, Alabama 36608.

WHEREAS, the COUNTY lies on the southwestern coast of the panhandle area in the State of Florida and as such may experience massive destruction wrought by the impact of hurricane landfall, violent storms, spawning tornados as well as other natural and/or manmade disasters ("Events"); and

WHEREAS, it is foreseen that it may be necessary to provide for debris management and/or disaster recovery technical assistance to appointed and elected officials of the COUNTY, resulting from these Events; and

WHEREAS, the COUNTY CONTRACT describes in detail the nature and extent of the disaster debris removal and disposal services (collectively, the "Services");

WHEREAS, the COUNTY Contract was competitively bid and provide pricing for the Services in accordance with the specific unit prices (the "COUNTY Unit Prices");

WHEREAS, the COUNTY wishes to engage the CONTRACTOR to provide the Services in accordance with the COUNTY Contracts Unit Prices; and

WHEREAS, the CONTRACTOR has agreed to perform the Services for the COUNTY in accordance with the terms, pricing, and conditions of this Contract, Exhibits hereto and the COUNTY'S RFP for Response and Recovery Services, (collectively, the "Contract Documents"), including the specific COUNTY Unit Prices set for therein for the Services;

WHEREAS, this contract shall be valid through December 31st of the 5th year from the date hereof, after the five (5) year contract period, this agreement may be extended for one year periods with mutual concurrence of both parties.

NOW THEREFORE, receipt and sufficiency of which is hereby acknowledged, along with the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties hereto understand and agree as follows:

SCOPE OF SERVICES ONE – DEBRIS MANAGEMENT

It is the intent of this Contract for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting from an Event. Clean up, removal, hauling, demolition reduction and disposal will be limited to (1) that which is determined to eliminate immediate

threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. Specifically the Scope of Services and pricing are listed in Attachment 1 (DRC, Inc.'s Proposal for RFP – **Response and Recovery Services**) of this Contract.

SCOPE OF SERVICES TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the intent of this Contract for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials of the COUNTY. This service shall include Program Management Assistance.

SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Contract and Attachments to this Contract, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.

SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the COUNTY'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the COUNTY for each issuance of a Notice to Proceed through an attachment to this Contract in the form of a Memorandum for the Record. Presently, the contract manager(s) are Lesleigh Reynolds, 251-423-0135 and Buddy Persons, 251-423-1154

CHANGES IN SERVICES

The COUNTY may at any time, as the need arises, order changes within the scope of services without invalidating this Contract. All changes affecting the project's costs or modifications of the terms or conditions of this Contract shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the COUNTY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided.

INSURANCE

CONTRACTOR shall name the COUNTY as a certificate holder on CONTRACTORS' insurance policies. CONTRACTOR shall maintain the following insurance limits:

Worker's Compensation – Statutory Limits of the State of Florida;
General Liability – One Million Dollars ($1,000,000.00) any single occurrence;
Additional Liability Umbrella – Three Million Dollars ($3,000,000.00)

CONTRACTOR shall provide the COUNTY a Certificate of Insurance evidencing such coverage.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in certificates of insurance, which provide that the COUNTY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New certificates of insurance are to be provided to the COUNTY at least fifteen (15) days prior to coverage renewals. Receipt of certificates or other documentation of insurance policies and/or copies of policies by the COUNTY, and/or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of CONTRACTORS obligation to fulfill the insurance requirements herein.

WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the COUNTY against any money due or to become due for any work done or materials furnished under this Contract or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Contract.

SUBCONTRACTING

The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions for its subcontractors/service providers and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract and/or service provider contract that the COUNTY may exercise over the CONTRACTOR under any provisions of this Contract.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and/or service provider and the COUNTY. The CONTRACTOR shall supply the names and addresses of subcontractors and/or service provider and materials suppliers when requested to do so by the COUNTY upon activation of this Contract.

The CONTRACTOR shall make all reasonable attempts to subcontract with local firms currently doing business within the community.

OBLIGATIONS

The COUNTY shall furnish all information and documents necessary for the commencement of services, to include valid written Notices to Proceed, before any work is performed. If required, the COUNTY shall provide and Contract with the Contractor for Temporary Debris Management Sites and if necessary will pay the Contractor a mutually agreed price for any site preparation and restoration.

The COUNTY hereby designates the EMERGENCY MANAGEMENT DIRECTOR or his/her designee as its official representative with full power to represent the COUNTY as the Primary Point of Contact in all dealings with CONTRACTOR in connection with this Contract. The COUNTY, upon issuance of a Notice to Proceed, will provide CONTRACTOR with a list of Official Representatives as designated by the EM DIRECTOR.

PAYMENT

The Contractor shall invoice the COUNTY weekly or bi-weekly for work performed. Payment shall be made 30 days after acceptance of invoice.

Payment to CONTRACTOR by COUNTY is not contingent upon the COUNTY being reimbursed by the Federal Emergency Management. Payment to CONTRACTOR will be made for any work directed by the COUNTY, regardless of any work, which is determined, by Federal and State agencies to be ineligible for reimbursement. All Daily Production Tickets will be reconciled between the contractor and the COUNTY within 48 Hours of Issuance, and the daily reconciliation report will be signed by the COUNTY representative within 24 hours; otherwise payment will be made based on the signed daily tickets.

RESOLUTION OF DISPUTES

The parties expressly agree to attempt in good faith to negotiate to settlement any controversy or claim arising out of or relating to this Agreement or the breach thereof. Further, the parties agree to mediate any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation which shall proceed under the American Arbitration Association Construction Industry Mediation Rules. Each party agrees to provide a decision maker with full authority to

resolve the dispute to represent their respective party in the mediation. Any dispute remaining after completion of mediation between the Contractor and County (or after the mediator has declared an impasse) shall be resolved through litigation in a court of law. The law of Florida shall apply and jurisdiction and venue shall lie in Taylor County, Florida. However, the exhaustion of the dispute resolution remedies set forth herein is a condition precedent to any such litigation as long as such exhaustion would not prejudice any right or remedy available to a party in law or equity.

ENTIRE CONTRACT

This Contract and Attachments referred to herein, contain the entire Contract of the parties, and there are no other binding promises or conditions in any other Contract whether oral or written.

JURISDICTION/VENUE

The laws of the State of Florida shall govern this Contract. Venue of this Contract shall be in Taylor County, Florida.

DRC, Inc.

By: _____
Name: Robert J. Ikakson
Title: Managing Director

Date: 5-25-05

ATTEST:

By: _____
Name: Lesleigh R. Reynolds
Title: Contract Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____ 6/13/05
TITLE: County Attorney

TAYLOR COUNTY, FLORIDA

By: _____
Name: Daryll F. Gunter
Title: Chair

Date: 6/14/05

ATTEST:

By: _____
Name: Annie Mae Murphy
Title: Clerk Circuit Court
And
Clerk Board of Co. Comrs
6/16/05

A TRUE COPY
ATTEST: Annie Mae Murphy
Clerk Circuit Court
Taylor County, Florida
By _____
Deputy Clerk

PRICING PROPOSAL

for

RESPONSE AND RECOVERY SERVICES

Submitted to

TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE
201 EAST GREEN STREET
PERRY, FLORIDA 32347

SUBMITTED BY
DRC, INC.
740 MUSEUM DRIVE
MOBILE, AL 36608

DRC FILE COPY

COMMERCIAL PRICE LIST

(EFFECTIVE 1 JANUARY 2005)

SCOPE OF SERVICES AND FEE SCHEDULE

GENERAL

As required by the GOVERNMENT task order and agreed upon by Contractor, DRC, INC. will perform the work and documentation, consisting of furnishing all labor, materials, and equipment to accomplish the following tasks, as directed by the GOVERNMENT through a written task order, in the event of a disaster that results in an emergency declaration.

- **Provide land for debris storage (if necessary)**
  - DRC, INC. will assist the GOVERNMENT in locating and providing land for use as a temporary debris storage and reduction site.
  - Given the multitude of effecting factors, any cost for acquisition, lease or rental of land will be negotiated at time of need.

- **Emergency clearance of roads and right-of-way**
  - DRC, INC. will accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes, rights-of-way, easements, streets and roads, as identified by and directed by the GOVERNMENT. Once this task is accomplished, or is sufficiently underway, the pick-up, and hauling of debris to a designated site will begin, as required.
  - Given the difficulty, almost impossibility, in quoting a unit price for this type of operation, the cost associated with the clearance of debris as stated above, will be invoiced at the hourly rates attached to this section of the Agreement.

- **Clearing and/or removing debris from the public right-of-way, streets and roads**
  - As identified by and directed by the GOVERNMENT, DRC, INC. will accomplish the, pick-up and hauling of debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS) from public rights-of-way, streets and roads and shall maintain these debris work sites to the appropriate use standards, safety standards, and regulatory requirements.
  - The cost associated with loading and hauling debris from the rights-of-way, streets and roads to a TDSRS, will be:
    - 0-6 Miles One Way Load: $10.72 per cubic yard
    - 7-15 Mile One Way Haul: $11.87 per cubic yard
    - 16-30 Mile One Way Haul: $13.63 per cubic yard
    - 31-60 Mile One Way Haul: $16.88 per cubic yard
    - 61-90 Miles One Way Haul: $19.87 per cubic yard

- **Management and operation of debris reduction sites to accept, process, reduce, and/or incinerate debris**
  - Site selection, siting, and management including appropriate ticket towers and manning thereof will be $3.86 per cubic yard.

- The cost associated with accepting, processing and reducing debris through chipping, grinding and/or compaction, and/or incineration will be $3.37 per cubic yard.
- Any site preparation, to include but not limited to any site work and materials necessary to build and maintain roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements to include but not limited to wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management shall be negotiated upon issuance of a notice-to-proceed.

- **Dispose of disaster related debris**

  - The cost associated with loading and transportation to disposal of debris located at a debris reduction site, will be as follows:
    - $5.68 CY - for each load hauled up to a 15 mile one-way haul;
    - $7.86 CY - for a 16 - 30 mile one-way haul;
    - $10.73 CY - for a 31 - 60 mile one-way haul;
    - $13.65 CY - for a 61 - 90 mile one-way haul;
  - The cost associated with landfill disposal fees will be a pass-through cost, with DRC, INC. invoicing the GOVERNMENT at actual cost, without any additional fees or mark-ups.

- **Tree trimming, tree topping, tree removal (to include tree-off program when authorized), stump grinding, grubbing, clearing, hauling and disposal**
  - The cost associated with cutting, trimming and felling, will be invoiced at the hourly rates attached to this section of the Agreement.
  - As identified and directed by the GOVERNMENT, DRC, INC. shall remove all hazardous stumps, as identified by the GOVERNMENT, and haul each stump to a TDSRS. Each stump shall be inspected by the GOVERNMENT and DRC, INC. inspectors and documented as to the appropriate category of size for invoicing (see next bullet statement for size categories and prices). DRC, INC. shall back-fill each stump hole with compatible material as determined by the GOVERNMENT and DRC, INC.
  - The cost associated with the removal of hazardous stumps will be invoiced utilizing the following categories:

Up to but less 6 inch diameter -	per cubic yard
6 inch diameter and up, but less than 12 inches -	per cubic yard
12 inch diameter and up, but less than 24 inches -	per cubic yard
24 inch diameter and up, but less than 48 inches -	$448.00
Equal to or greater than 48 inch diameter -	$968
(Stumps measured at the root ball)	

  - DRC, Inc. shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety. The cost associated this task is $19.77/Cubic Yard.

- Stump grinding will be accomplished only when and where it is directed and approved by the GOVERNMENT. The industry standard for hazardous stumps has been addressed above. However, should a tree require removal, and the stump have not been uprooted, then the standard is to grind the stump even with ground level.
- The cost associated with grinding stumps, will be invoiced at the hourly rates attached to this section of the Agreement.

- **Hazardous waste recovery and remediation in flooded environments, including canals, rivers, creeks, streams and ditches**
  - DRC, INC. will abate all hazardous materials and hazardous wastes identified by the GOVERNMENT in accordance with all applicable Federal, State and Local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199; Hazardous waste abatement shall be accomplished in accordance with DRC, INC.'s *Debris Management Guide* and *Environmental Protection Plan.*
  - The cost associated with hazardous materials and hazardous waste abatement, will be invoiced at industry standard rates to be negotiated at time of need.

- **Annual pre-planning for emergencies**
  - DRC, INC., at the request of the GOVERNMENT, will provide the GOVERNMENT pre-planning and plans review.
  - The cost associated with the above Planning Services, will be invoiced at the Project Management hourly rates attached to this section of the Agreement.

- **Removal of sand/mud/dirt/rock from roads, streets and rights-of-way, screening debris and returning clean sand/mud/dirt/rock to a designated area**
  - DRC, INC. will screen all sand, as directed by the GOVERNMENT, to remove all debris deposited by an emergency. This task includes the pick-up of debris laden sand/mud/dirt/rock, hauling debris laden sand/mud/dirt/rock to the processing screen located within five (5) miles of loading site, processing the debris laden sand/mud/dirt/rock through the screen and returning clean sand/mud/dirt/rock to the beach. Debris removed from sand/mud/dirt/rock will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Rights-of-Way.
  - The cost associated with removal of sand/mud/dirt/rock from roads, streets and rights-of-way, screening sand/mud/dirt/rock and returning clean sand/mud/dirt/rock to the designated area, not to exceed a five (5) mile one-way haul, will be $8.75 per cubic yard of sand picked up and hauled to the screen.

- **Recovery and destruction of dead fish, animals and livestock**
  - The cost associated with the recovery of dead fish, animals and livestock, will be invoiced at the hourly rates attached to this section of the Agreement.
  - The cost associated with the destruction/disposal of dead fish, animals and livestock will be invoiced at the rate of $12.88 per pound, up to a ten (10) mile one-way haul.

- **Perform other disaster response and recovery activities as necessary, and as requested by the contracting agency**

- The GOVERNMENT may at any time, as the need arises, order changes within the scope of services without invalidating this Agreement. All services related to disaster response and recovery shall be deemed as germane to the intent of the Agreement. All changes affecting the project's costs or modifications of the terms or conditions of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the GOVERNMENT and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided.

Taylor Cty.

HOURLY RATES

Hourly rates to be applied to Scope of Services as referenced above. The rates below include mobilization, de-mobilization, fuel, maintenance, lodging, per diem, overtime, and all other direct costs associated with providing the scope of service.

Equipment Description (with Operators)	Unit	Unit Price
Up to 15 Ton Crane	Hour	$295.00
Stump Grinder	Hour	$190.00
50' Bucket Truck	Hour	$195.00
Track-Hoes – John Deere 690 or equivalent	Hour	$180.00
Excavator	Hour	$258.00
John Deere 544 or equivalent	Hour	$135.00
Wheel-Loader 644 or equivalent	Hour	$165.00
Bobcat Loader	Hour	$75.00
Rubber track or steel track bobcat	Hour	$125.00
Service Truck	Hour	$75.00
Equipment Transports	Hour	$115.00
Tractors with box blade	Hour	$50.00
20 Cubic Yard Dump Truck or Less	Hour	$60.00
16-30 yard Dump Truck	Hour	$90.00
31-60 yard Dump Truck	Hour	$120.00
61-100 yard Dump Truck	Hour	$175.00
6 Wheel Articulating Truck	Hour	$195.00
Volvo 120 E Loader	Hour	$190.00
D-4 Dozer or equivalent Dozer	Hour	$140.00
D-6 Dozer or equivalent Dozer	Hour	$175.00
D-7 Dozer or equivalent Dozer	Hour	$238.00
D-8 Dozer or equivalent Dozer	Hour	$258.00
4 Wheel Drive Lift for tower	Hour	$70.00
Light Plants	Hour	$48.00
Personnel Description	**Unit**	**Unit Price**
Climber with gear	Hour	$165.00
Superintendent with Truck	Hour	$65.00
Foreman with Truck	Hour	$65.00
Operator with Chainsaw	Hour	$39.00
Survey personnel with vehicle	Hour	$55.00
Traffic Control Personnel	Hour	$35.00
Inspectors and/or ROE Staff Personnel	Hour	$55.00
Laborers	Hour	$29.00
Security Personnel	Hour	$45.00

As per Don Bahorth 1/23/06 Chgs to Personnel $1

HOURLY RATES

Hourly rates to be applied to Scope of Services as referenced above. The rates below include mobilization, de-mobilization, fuel, maintenance, lodging, per diem, overtime, and all other direct costs associated with providing the scope of service.

Equipment Description (with Operators)	Unit	Unit Price
Up to 15 Ton Crane	Hour	$295.00
Stump Grinder	Hour	$190.00
50' Bucket Truck	Hour	$195.00
Track-Hoes – John Deere 690 or equivalent	Hour	$180.00
Excavator	Hour	$258.00
John Deere 544 or equivalent	Hour	$135.00
Wheel-Loader 644 or equivalent	Hour	$165.00
Bobcat Loader	Hour	$75.00
Rubber track or steel track bobcat	Hour	$125.00
Service Truck	Hour	$75.00
Equipment Transports	Hour	$115.00
Tractors with box blade	Hour	$50.00
20 Cubic Yard Dump Truck or Less	Hour	$60.00
16-30 yard Dump Truck	Hour	$90.00
31-60 yard Dump Truck	Hour	$120.00
61-100 yard Dump Truck	Hour	$175.00
6 Wheel Articulating Truck	Hour	$195.00
Volvo 120 E Loader	Hour	$190.00
D-4 Dozer or equivalent Dozer	Hour	$140.00
D-6 Dozer or equivalent Dozer	Hour	$175.00
D-7 Dozer or equivalent Dozer	Hour	$238.00
D-8 Dozer or equivalent Dozer	Hour	$258.00
4 Wheel Drive Lift for tower	Hour	$70.00
Light Plants	Hour	$48.00
Personnel Description	**Unit**	**Unit Price**
Climber with gear	Hour	$115.00
Superintendent with Truck	Hour	$65.00
Foreman with Truck	Hour	$65.00
Operator with Chainsaw	Hour	$35.00
Survey personnel with vehicle	Hour	$40.00
Traffic Control Personnel	Hour	$28.00
Inspectors and/or ROE Staff Personnel	Hour	$42.00
Laborers	Hour	$28.00
Security Personnel	Hour	$45.00

DRC Inc.
740 Museum Drive • Mobile, Alabama 36608
1-888-721-4372 • 1-251-343-3581 • FAX 1-251-343-5554

November 3, 2010

Mr. John Singer
Environmental Services Director
3750 Highway 98 West
Perry, FL 32347

Phone: (850) 838-3533
Fax: (850) 838-3538
solid.waste@taylorcountygov.com

Re: Contract Extension between DRC Inc. and Taylor County, Florida
Disaster Recovery Services

Dear ~~Mr. Singer~~ John:

The above mentioned contract between DRC Inc. and Taylor County, Florida is due to expire December 31, 2010. DRC Inc., would like to take this opportunity to offer Taylor County an extension to the contract dated June 16, 2005, for a period of one (1) year. The same pricing, terms and conditions will apply through December 31, 2011.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (251) 343.5554 or (acallaway@drcusa.com). Also, if you have any questions or concerns please feel free to contact me. I look forward to working with you and Taylor County.

Sincerely,

April R. Callaway MFD
Contracts Manager
Cell: 251.423.1158

Agreed and Accepted By:
Taylor County, Florida

_____
Authorized Signature

_____
Title

_____
Date

21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for Thomas Bohanan and Vicki Bohanan who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Thomas Bohanan and Vicki Bohanan received First Time Home Buyers Down Payment Assistance in the amount of $6,900.00 through the SHIP Program September 30, 2004. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **THOMAS BOHANAN AND VICKI BOHANAN, married persons,** bearing date the 30th day of September, A. D. 2004, recorded in Official Records Book 535, pages 666 - 678, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of $6,900.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

> LOT 17 OF BLOCK "A" OF THE FORTNER SUBDIVISION, A RECORDED SUBDIVISION LOCATED IN SECTION 35, T3S, R7E, TAYLOR COUNTY, FLORIDA. A MAP OR PLAT OF SAID SUBDIVISION IS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF TAYLOR COUNTY, FLORIDA.

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this ____ day of _____, 2010.

Signed, Sealed and Delivered
in Presence of:

_____

_____

_____(SEAL)
LONNIE A. HOUCK, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared LONNIE A. HOUCK, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2010.

_____
NOTARY PUBLIC

My Commission Expires:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to approve Satisfaction of Second Mortgage for Justin T. & Cassie L. O'Neil who received First Time Home Buyers Down Payment Assistance through the SHIP Program. All terms of the Second Mortgage Agreement have been satisfied.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Requesting Board to approve Satisfaction of Second Mortgage for the above referenced.

Recommended Action: Approve Satisfaction of Second Mortgage

Fiscal Impact: Not applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Justin T. & Cassie L. O'Neil received First Time Home Buyers Down Payment Assistance in the amount of $6,900.00 through the SHIP Program June 29, 2005. All terms of the Second Mortgage Agreement have been satisfied.

Attachments: Satisfaction of Second Mortgage

SATISFACTION OF SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **JUSTIN T. & CASSIE L. O'NEIL,** bearing date the 29th day of June, A. D. 2005, recorded in Official Records Book 553, pages 454-466, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of $6,900.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

SEE ATTACHED SCHEDULE "A"

hereby acknowledge full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this _____ day of _____, 2010.

Signed, Sealed and Delivered
in Presence of:

_____

_____

_____(SEAL)
LONNIE A. HOUCK, Chairperson
BOARD OF COUNTY COMMISSION
TAYLOR COUNTY, FLORIDA

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA
COUNTY OF TAYLOR

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared LONNIE A. HOUCK, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2010.

_____
NOTARY PUBLIC

My Commission Expires:

Schedule A

Start at the intersection of the North line of Main Street with the West boundary line of the NE 1/4 of SE 1/4 of Section 23, T4S, R7E, Perry, Taylor County, Florida at a RR iron. 31.9 feet North of the centerline of said Main Street; thence run S 43.5' E along the forty line 63.8 feet to NE corner and POB of herein described lot; thence N 89° 44.1' W along South line of said Main Street 111.2 feet; thence S 15.9' W 105.3 feet; thence S 86°54.1' E along Burgess 113.1 feet to forty line; thence N 43.5' W along forty line 110.9 feet to POB. Containing 0.28 acre, more or less, and being a part of NW 1/4 of SE 1/4 of said Section 23.

ALSO: Start at SE corner of NW 1/4 of SE 1/4 of Section 23, T4S, R7E, Perry, Taylor County, Florida and run North along forty line 137.5 feet to North R/W line of West Green Street; thence West along said R/W line 111.0 feet; thence North 130 feet to POB and SE corner of herein described tract, at NW corner of Burgess; thence N 1° 29' W 105.2 feet to South R/W line of West Main Street; thence West along South R/W line of West Main Street 106.47 feet; thence South 105.2 feet; thence East 109.2 feet to POB. Containing 0.26 acres, more or less, and being part of NW 1/4 of NE 1/4 of said Section 23

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to discuss upcoming funding cycle for the 2011 Florida Communities Trust Parks and Open Spaces Grant Program.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: **The funding cycle for the Florida Communities Trust Parks and Open Space grant program is now open. Board to discuss if they wish to submit application, possible projects, and setting dates for two public hearings if the Board wishes to submit application. This grant is currently not funded by the State and has not been funded the past two years.**

Recommended Action: **Grants staff does not recommend submitting application**

Fiscal Impact: **The County may request up to 10% of the total funding set aside by the State.**

Budgeted Expense: Y/N

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Florida Communities Trust Program is a competitive grant program which acquires land in Florida to be used for recreational purposes and the habitat protected and restored. If awarded a grant, the recipient is required to prepare an extensive management plan and submit annual reports for the project site to the State. The 45.2 acre Keaton Beach Coastal Park was acquired through a Florida Communities Trust (FCT) grant. The County was also awarded a FCT grant to acquire Steinhatchee Fish Market in 2008. The acquisition was not made as the owners would not accept the appraised price for the site. The County had approved submitting application in 2009 and 2010 for the acquisition of Ideal Marina in Steinhatchee but the State did not fund the program.**

Grant staff does not recommend submitting application for the 2011 funding cycle for two reasons:

1. **The grant is time intensive and it is not anticipated the program will be funded.**
2. **When acquiring Keaton Beach Coastal Park through the FCT program, the County made numerous commitments in providing several forms of recreation and restoring approximately eleven (11) acres of disturbed habitat at the site. Grants staff recommends Keaton Beach Coastal Park continues to be a Board priority to meet these commitments.**
3. **The County could submit application for reimbursement for the acquisition of Ideal Marina, however would be limited to the number of parking spaces and restricted in development at the Ideal site. The County would be required to provide several forms of recreation at the site as well as commit to the protection and restoration of the shoreline.**

Options: Board to decide if they wish to move forward with submitting grant application for the 2011 Florida Communities Trust funding cycle.

Attachments: Florida Communities Trust Parks and Open Spaces grant program information.

Melody Cox

From: Alanna.Layton@dca.state.fl.us

Sent: Tuesday, November 23, 2010 3:31 PM

Subject: Reminder - Florida Communities Trust to conduct grant application workshops next week

Just a reminder that Florida Communities Trust will conduct two workshops next week in conjunction with the Parks and Open Space Program's Florida Forever grant application cycle.

1) The first will be held on Tuesday, November 30 from 1:00 until 4:30 p.m. in the Randall Kelley Training Center at the Department of Community Affairs in Tallahassee.

2) The second will be conducted via webinar on Wednesday, December 1 that will be split into two sessions. The first will be held from 10:00 - 11:30 a.m. (go to https://www2.gotomeeting.com/register/272920642to register) and the second will be held from 1:00 - 4:00 p.m. (go to https://www2.gotomeeting.com/register/482109554to register).

Florida Communities Trust opened the Parks and Open Space Florida Forever grant application cycle on Monday, October 25. Cities, counties, and non-profit environmental organizations may apply for grants through 5 p.m. (EDT) on Wednesday, February 23, 2011. The project ranking list derived from this grant application cycle will be used whenever Florida Communities Trust next receives an appropriation of Florida Forever funds by the Legislature.

Please take note that we will only be able to answer any questions that are typed and sent in during the webinars and cannot take any questions over the phone. For more information, please contact the Trust at (850) 922-2207.

Thanks,

Alanna Layton, Public Information Specialist
Department of Community Affairs
Florida Communities Trust
alanna.layton@dca.state.fl.us
850.410.0220

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Florida has a broad public records law and all correspondence, including email addresses, may be subject to disclosure.

Please consider the environment - print only if necessary.

Florida Communities Trust

Parks and Open Space Florida Forever Grant Program

Frequently Asked Questions

1. ***What is the Florida Forever program?*** The Florida Forever program is the state of Florida's newest blueprint for conservation of Florida's unique natural resources. It replaces the highly successful Preservation 2000 Program (P-2000) and is the largest program of its kind in the United States. P-2000 was responsible for the public acquisition and protection of more than 1.25 million acres of land. Florida Forever is more than just an environmental land acquisition mechanism, it encompasses a wider range of goals, including: restoration of damaged environmental systems, implementation of local comprehensive plans, increased public access, recreational opportunities, and public lands management and maintenance.

2. ***Who may submit a grant application to purchase lands under the Trust's Parks and Open Space Florida Forever program?*** Local governments and environmental non-profit organizations may apply for grants from the Trust. Applications are reviewed and ranked once a year. The applicant is required to contact the owner(s) of the project site to obtain a willing seller letter to be submitted as part of the application.

3. ***Who decides what lands to buy?*** Applicants submit a detailed evaluation and the Trust evaluation staff arrive at a preliminary ranking based upon how the project scores in 52 different criteria. The evaluation staff then present their findings to the Florida Communities Trust Governing Board at the annual selection meeting. The Governing Board determines a final score at the selection meeting. The Governing Board consists of six members, including the Secretary of the Department of Community Affairs, the Secretary of the Department of Environmental Protection, and four members appointed by the Governor. The four appointed members must represent a former elected official of a metropolitan municipality, the development community, a former elected county official, and a 501(c)3 non-profit organization.

4. ***Who actually buys the land?*** The Recipient or the Trust will take the lead in negotiating with the land owners. If the project site has 11 or more owners the Recipient will always take the lead in negotiating. The Trust's funds are delivered at closing. Once the land is acquired, the local government or environmental non-profit organization holds title and manages the project site.

5. ***How much money does the Florida Communities Trust receive from the Florida Forever program each year to buy land for the Parks and Open Space grant program?*** The Florida Communities Trust receives approximately $63 million annually from the sale of Florida Forever bonds. Future funding from the sale of bonds depends on legislative action, but the Florida Forever Program is scheduled to continue to the year 2020. Several other state agencies also receive Florida Forever funds each year.

6. ***Is that enough money to buy all the projects submitted to the Trust for funding?*** No, it is not enough money to acquire all the projects on the Florida Communities Trust list in any one year. The estimated market value of the properties submitted in 2008 was $400 million.

7. ***When can the owner of property in a proposed Trust project first expect to be notified?*** Applicants of proposed projects are required to provide a willing owner letter signed by owners of all the parcels within the project boundary as part of the Grant Application. The letter asks the owner for their willingness to accept an offer to purchase property from the Grant Applicant and the Trust.

8. ***How does the State determine the price it will offer a land owner?*** The property is appraised to estimate its fair market value. For land acquisition projects over $500,000, the Trust or Grant Recipient hires two private sector, independent appraisers. For projects under this amount the Trust or Grant Recipient hires one private sector, independent appraiser. The Trust uses appraisal(s) as a basis for negotiations and will not participate in funding a project over the Maximum Approved Purchase Price established by the appraisals.

9. ***Must certain appraisers be used for projects funded by the Trust?*** Yes. The appraiser(s) hired must be on the Trusts' list of approved appraisers. The Trust has adopted the approved appraiser list from the Department of Environmental Protection, Division of State Lands, Bureau of Appraisal.

10. ***When are appraisals obtained?*** After a project has been selected for funding and the Recipient has an executed Grant Contract with the Trust, the Trust or Recipient will request bids from appraisers to appraise property of willing sellers. The length of time of the appraisal process varies, depending on the size and the complexity of the project.

11. ***What factors do the appraisers consider when estimating value?*** Appraisers look at many factors, including the size and location of the property, zoning issues and economic conditions which help determine the property's highest and best use. Comparable sales information is then used to estimate fair market value.

12. ***May a property owner accompany appraisers when they make a site visit?*** Yes. Appraisers must notify property owners of inspection times and invite owners to accompany them on the inspection. This provides the owner an opportunity to discuss issues of their property with the appraiser.

13. ***What role can an environmental nonprofit organization play?*** Environmental nonprofit organizations are eligible applicants for Florida Communities Trust Parks and Open Space land acquisition grants. Nonprofit organizations, such as the Trust for Public Land and The Nature Conservancy, also sometimes play a role in helping the Grant Recipient acquire land. They may act as intermediaries with owners and may assist them with tax and estate planning issues. They have at times acquired land and sold it to the Grant Recipient once the project was funded. If you would like further information about non -profits, you should contact organizations such as the following:

    - The Nature Conservancy
    - The Trust for Public Land
    - The Conservation Fund

14. ***Does being within the boundary of a Florida Communities Trust project effect property value?*** No. Changes in property value through government action normally occur as a result of local government decisions involving zoning, development permits or changes in local land use plans. Being within a Florida Communities Trust project boundary should not trigger any such action. If lands contain significant natural or cultural resources, however, various laws, rules and ordinances may affect the use of the property.

15. ***Does a property owner have to sell?*** No. Funds awarded through the Trust may only be used to pay for voluntarily negotiated transactions. If a property owner decides not to sell or refuses an offer to sell, the threat of eminent domain powers may not be used.

16. ***How can an owner keep his property off the Trust's acquisition list?*** If a property owner does not sign a willing owner letter, the Trust does not pursue the acquisition of the property. If the property owner changes their mind, they may write the Florida Communities Trust and ask that they be removed from the acquisition list.

17. ***Are there other ways to protect land without an owner selling all of their property rights to the State or another public entity?*** Yes. Alternate methods are available in some cases, if it is in the best interests of the property owner and the local government. By granting a conservation easement, an owner may protect important resources while also receiving certain tax advantages. A conservation easement allows the owner to retain title to the property along with certain negotiated rights, but protects the natural resource values of the property.

Florida Department of Community Affairs
2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100 (Map)
(850) 488-8466 | Toll-Free 1-877-352-3222 | TDD 1-800-226-4329

(23)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	BOARD TO APPROVE FUNDING FOR THE THE FOLEY ROAD (CR 30) RESURFACING PROJECT CONTRACT WITH ANDERSON COLUMBIA CO., INC.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue:

Board to consider approval of funding for the Foley Road (CR-30) resurfacing project contract with Anderson Columbia Co., Inc.

Recommended Action:

The Board should approve the proposed funding for the Foley Road (CR-30) resurfacing project contract with Anderson Columbia Co., Inc. The funding proposal is to transfer $344,004.00 to supplement the available funding in Cost Center 0318, SCRAP PORJECT\Foley Rd from Account 0308-56310 or another cost center deemed appropriate.

Fiscal Impact: FISCAL YR 2010/11 - $785,331.98

Budgeted Expense: NO

Submitted By: ADMINISTRATIVE DIVISION

Contact: COUNTY ADMINISTRATOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On August 17, 2010, the Board of County Commissioners received bids for the Resurfacing of Foley Road (CR-30). Through the Florida Department of Transportation's (FDOT) Small County Road Assistance Program, the Board was awarded $523,908.00 to complete this project.

Currently, the Foley Project Cost Center (-0318) has $441,894.99 of available funding that can be allocated to construction. An additional $33,787.01 remains encumbered to Causseaux, Hewett and Walpole, Inc. to provide design/permitting and Construction Phase Services for the amount of $69,820.00 under the terms of their Engineering Services Contract.

The Board accepted the apparent low bid proposal from Anderson Columbia Co., Inc. for the resurfacing project on August 17, 2010 in the amount of $893,436.37; Main Road - $785,331.98, Access Ramp – $35,562.08, Buckeye Access Road - $72,542.31. That acceptance was contingent on Staff continuing to seek additional funding from either the Florida Department of Transportation or the Board. Requests made to FDOT proved unsuccessful in today's tight economy. Therefore, Staff requests that the Board consider transferring $344,004.00 from the Secondary Road Paving Common Account (0308-56310) or from another account deemed appropriate to fund the budget shortfall. This

funding level will allow resurfacing of the main line road portion of the project to be completed as originally bid. If such transfer is unavailable the Board retains the option to reduce the scope of work to match available funding. Under this scenario, preliminary estimates using the Contractor's bid suggest that the resurfacing would be limited to the roadway from US 19 to just beyond the original location of the Buckeye Credit Union. Given the overall importance and usage of the entire roadway, Staff does not recommend this option if additional funding can be secured.

Options:

1) Approve the funding proposal for the Foley Road (CR-30) resurfacing project contract with Anderson Columbia Co., Inc.

2) Reduce the scope of the project to coincide with the available funding.

3) Deny the funding proposal and state reasons for such denial.

Attachments:

None

(24)

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 **SCRAP ROAD PROJECT (Foley Road) FUND** for the fiscal period ending September 30, 2011, 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 **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2011.

Amount	**Account**	**Account Name**
$344,004	161-3811045	Interfund Transfer from Secondary Road Paving Fund
$344,004	0318-53401	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 14th day of December, 2010 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2011 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

("Overall" budget amendment to reflect transfer of funds from the Secondary Road Paving Fund to the SCRAP Road Paving Fund/Foley Road)

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR BUDGET TRANSFER

DEPARTMENT: Secondary Road Paving Fund (Fund 106)
DEPARTMENT HEAD: _____

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$	344,004	FROM	0308-56310	Transportation Improv.-Road Paving
		TO	0310-59108	Interfund Transfer-To SCRAP Fund

REASON: Transfer of funds from the "county-wide" paving account—for SCRAP/Foley Rd Project, as proposed by Engineer

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON: _____

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON: _____

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON: _____

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
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REASON: _____

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REASON: _____

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$		FROM		
		TO		

REASON: _____

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON: _____

CHAIRMAN: _____

DATE: _____

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approving Board Assignments for FY 2011 as agendaed by Chairman, Lonnie A. Houck, Jr.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: The Board to consider annual board assignments as assigned by the Chairman.

Recommended Action: Approve

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board Chairman historically divides and assigns responsibilities to all commissioners. The Board reviews those assignments and makes recommendations for the Chair to consider. The Board then votes to accept the assigned duties.

Options:
1) Approve assignments as agendaed.
2) Modify and approve

Attachments: Draft Board Assignments for FY 2011

Board Assignments for FY 2011

Com. Houck/Chair

- Airport Advisory Committee
- Big Bend Water and Sewer Board
- Small County Coalition
- TDC – Tourist Development Council

Com. Patterson/Vice Chair

EEO
Florida Association of Counties
Housing/CDBG
Transportation Disadvantage

Com. Feagle

- Florida Association of Counties
- Health Department
- North Florida Broad Band Authority
- Our Region Tomorrow

Commissioner Page

- Aucilla Regional Landfill
- Budget and Finance Committee
- Florida Associations of Counties
- Small County Coalition

Com. Wiggins

- Governor's Aggregate Task Force
- Hospital
- North Central Florida Regional Planning Council (NCFRPC)
- TCDA – Taylor County Development Authority
- Recreation

(28)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approving the Board Rules for FY 2011 as agendaed by Chairman, Lonnie A. Houck, Jr.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: The Board to consider the annual update of the Board Rules

Recommended Action: Approve / revise - approve

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

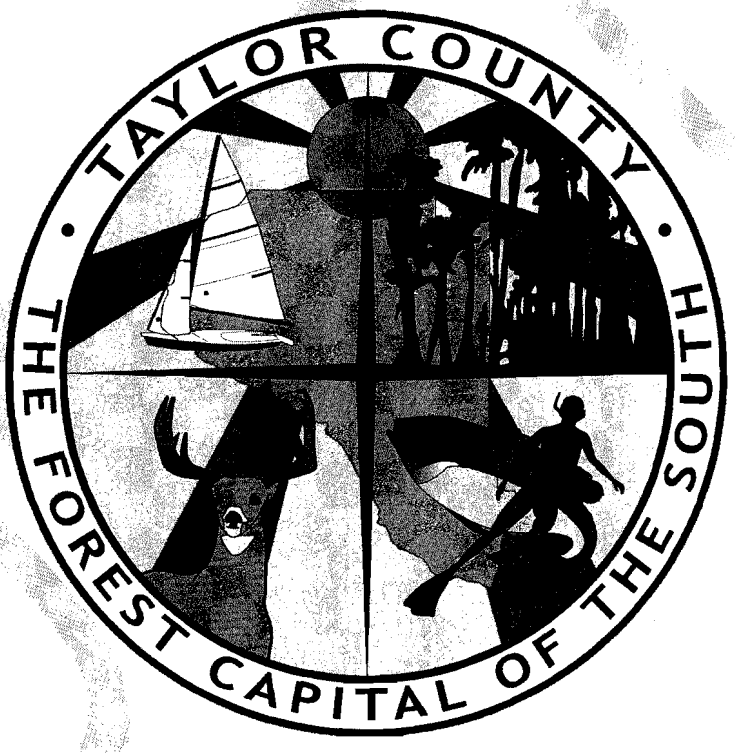
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board historically reviews / revises the Board rules on an annual basis

Options:
1) Approve as agendaed.
2) Modify and approve

Attachments: Draft Board Rules for FY 2011

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONER'S



FY 2011

RULES OF PROCEDURE

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
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

December 14, 2010

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 December 14, 2010.

ATTEST:

ANNIE MAE MURPHY, Clerk

BOARD OF COUNTY COMMISSIONERS

Lonnie A. Houck Jr., Chair

Adopted December 14, 2010

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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 being recognized by the Chair.~~turning in a "Request to Speak for Agendaed Items" form to the County Administrator or his designee and recognition by the Chair. A form should be filled out for each agendaed item the individual desires to speak on.~~ 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.

- NOTE: If there is a large number of people wishing to speak on a particular issue the Chair or the Board may require those wishing to speak to fill out a "Request to Speak on Agendaed Items form", see attachment 2, page 20.

(b) The Commission may discuss the matter, assign it to a committee, or 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 for Non Agendaed Items. Persons that wish to address the Commissioner for items that are not agendaed for the meeting my do so at the beginning of the meeting when called by the Chair or at the end of the meeting when called by the Chair. ~~are requested to fill out a "Request to Speak for Non-Agendaed Items" form and turn it in to the County Administrator or his designee prior to the start of the meeting.~~ 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 5:30 p.m. ~~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 5:40 ~~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: <u>Public Hearing; Procedures</u>.

(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-part 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: <u>Commission Mail; Circulation; Public Review and Duplication</u>. 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) Non Agendaed Items by the Public

(6) Approval of the Consent Agenda

(7) Bids/Public Hearings

(8) Hospital Items

(9) Comments and Concerns from the Public for Non-Agendaed Items

(10) Public Requests Agendaed

(11) Advisory Committee Reports

(12) Constitutional Officers/Other Governmental Units

(13) General Business

(14) County Staff Items

(15) County Attorney

(16) County Administrator

(17) Examination and Approval of Invoices

(18) Non Agendaed Items by the Public

(19) Commission Comments – Board Informational Items

(20) 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. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

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.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

26: Reconsideration of Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23. ~~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. Refer to examples of properly made motions in Attachment 5, page 23. ~~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: <u>Legislative Program and Communication with Lobbyists</u>. 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: <u>Commissioners Appointment to Boards and Committees.</u> 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 the second meeting in November 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: <u>Appointment by the Board of County Commissioners of Citzens to serve on Boards and Committees.</u> The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Airport Advisory Committee, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned in to the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled". The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).

(a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.

(b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.

(b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.

34: <u>Suspension and Construction of Rules.</u> 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.

Note: This set of Rules of Procedure should be reviewed and if applicable, adopted not later than the second meeting of each November or as soon thereafter as practicable.

Attachment 1: Request to Speak for Non-Agendaed Items.

MALCOLM PAGE	MARK WIGGINS	LONNIE HOUCK	PAM FEAGLE	PATRICIA PATTERSON
District 1	District 2	District 3	District 4	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 7 Phone
(850) 838-3501 Fax

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

Request to Speak on Non-Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow a period for the public to ask questions, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for two minutes. In most cases you will not receive an immediate response. They may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you.

If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Non-Agendaed Items

Name Date

Group/Organization you represent, if any:

Phone: Email:

Topic:

Attachment 2: Request to Speak for Agendaed Items.

MALCOLM PAGE District 1 | MARK WIGGINS District 2 | LONNIE HOUCK District 3 | PAM FEAGLE District 4 | PATRICIA PATTERSON District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you.

If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Agendaed Items

Name _____ Date _____

Group/Organization you represent, if any: _____

Phone: _____ Email: _____

Agenda item Number: _____

Topic:

Attachment 3: Request to Amend Suggested Agenda.

MALCOLM PAGE District 1 | MARK WIGGINS District 2 | LONNIE HOUCK District 3 | PAM FEAGLE District 4 | PATRICIA PATTERSON District 5

TAYLOR COUNTY
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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 4: Board and Committee Applicants' Ranking Form

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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(850) 584-6113 Phone
(850) 584-2433 Fax

Board and Committee Applicants Ranking Form

Date: _____

Commissioner: _____

Note: Rank the applicants as follows the best applicant is #1, the second best is number two, etc.

Applicant Name:	Rank Applicants 1-10

Attachment 5: 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 6: 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 Taylor 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.

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5

(29)

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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BOARD CALENDAR FOR FISCAL YEAR 2011

PROPOSED BOARD MEETING DATES

January 3 & 18, 2011
February 7 & 22, 2011
March 7 & 22, 2011
April 4 & 19, 2011
May 2 & 17, 2011
June 6 & 21, 2011
July 5 (Tuesday) & 19, 2011
August 1 & 16, 2011
September 6 (Tuesday) & 20, 2011
October 3 & 18, 2011
November 1 (Tuesday) & 15 (re-organization), 2011
December 13, 2011

PROPOSED BOARD WORKSHOP DATES

January 25, 2011
March 1, 2011
March 29, 2011
April 26, 2011
May 24, 2011
June 28, 2011
July 26, 2011
August 23, 2011
September 27, 2011
October 25, 2011
November 29, 2011
No Workshop scheduled for December, 2011

HOLIDAYS

	DATE OBSERVED:
New Year's Day (observed)	Friday, December 31, 2010
Martin Luther King Jr. Birthday	Monday, January 17, 2011
Good Friday	Friday, April 22, 2011
Memorial Day	Monday, May 30, 2011
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Veteran's Day	Friday, November 11, 2011
Thanksgiving Day	Thursday, November 24, 2011
Friday after Thanksgiving	Friday, November 25, 2011
Christmas Eve (observed)	Friday, December 23, 2011
Christmas Day (observed)	Monday, December 26, 2011

PROPOSED BOARD BUDGET WORKSHOP DATES:

July 14, 2011	Budget Workshop/Budget Presentation
July 18, 2011- July 29, 2011	Budget Workshops-dates to be determined
July 28, 2011	Special Meeting to set proposed millage
September 12, 2011	First Budget Public Hearing
September 19, 2011	Second/Final Budget Public Hearing

30

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider setting a date for a public hearing to consider changing the name of Lewis Road (a private road) to T.A. Miller as agendaed by Com. Mark Wiggins.
MEETING DATE REQUESTED:	December 14, 2010

Statement of Issue: Lewis Road is often confused by public safety personnel as Lewis Street, which is a city street that is located in the general vicinity. Constituents of Com. Wiggins request that the Board considers changing the name from Lewis Road to T.A. Miller Road.

Recommended Action: Approve setting a date and a time for a public hearing to change the name of Lewis Road to T.A. Miller Road

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board recently considered this issue, at that time Com. Wiggins asked that the matter be postponed until he had time to discuss with his constituents that there are already other roads with the name of Miller in the county and that another name may be less confusing to public safety personnel. Com. Wiggins met with his constituents and they still want the name changed from Lewis Road to T.A. Miller Road.

Options: 1) Approve
2) Disapprove

Attachments: None

(31)

The Bishop Law Firm, P.A.

Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
ERNIE PAGE, IV

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

November 17, 2010

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

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Animal Carcass Ordinance and Notice

Dear Annie Mae and Jack:

Pursuant to Jack's request, please find enclosed:

1. A re-done Ordinance which adds for a reward.
2. A Notice to go in the paper.

If you have any questions, please feel free to give me a call.

Thank you and Happy Holidays.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosures

P.S. to Jack: Chapter 590.16 – Forest Protection provides "The division, in its discretion, may offer and pay rewards for information leading to the arrest and conviction of any person who violates any provision of this chapter." So, if the division can do it, I don't see why the board can't do it pursuant to Chapter 125.01 Florida Statutes.

RECEIVED
NOV 18 2010
By

TAYLOR COUNTY ORDINANCE NO.: _____

AN ORDINANCE AMENDING CHAPTER 30 OF THE TAYLOR COUNTY CODE , "ENVIRONMENT", CREATING A SECTION TO PROHIBIT THE DUMPING OF ANIMAL CARCASSES OR PARTS OF ANIMALS, WHETHER WILD OR DOMESTIC, ON STREETS, ROADS, RIGHT OF WAYS OR HIGHWAYS OF THE UNINCORPORATED AREAS OF TAYLOR COUNTY; PROHIBITING SAID DUMPING AT THE COUNTY'S ROLL OFF SITES OR PUBLIC LANDS; ESTABLISHING GUIDELINES FOR PICK UP OF ANIMAL CARCASSES ON SUCH; PROVIDING FOR PENALTIES FOR VIOLATION WHICH INCLUDE FINES; PROVIDING FOR ENFORCEMENT, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners' of Taylor County, Florida have been informed that there is a problem in the unincorporated areas of the county where animal carcasses and parts are being dumped on the streets, roads, right-of-ways, highways, roll off sites and public lands of the County, and

WHEREAS, the Board has determined that for the general welfare of the citizens of Taylor County an Ordinance should be passed to prohibit the said dumping, and

WHEREAS, the Board has determined that the Ordinance should provide for the punishment for violators of said Ordinance, and

WHEREAS, pursuant to Chapter 125 of the Florida Statutes the Board can amend Chapter 30 of its Code of Ordinances.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Taylor County, Florida, as follows:

Section 1. Section 30-75 (c) of the Taylor County Code, Environment, Article III, Junk, Debris and Abandoned Property is amended:

(c) It is prohibited for anyone to put, throw, dump or leave an animal (including marine life) carcasses or residue, on the County's streets, roads, right of ways, highways or public lands within or belonging to the County.

(d) Any owner, custodian, or person in charge of domestic animals, or upon the death of such animals due to disease, shall dispose of the carcasses and parts of said animals by burning or burying at least 2 feet below the surface of the ground on their property.

Section 2. Chapter 30 of the Taylor County Code – Environment, Article III Junk, Debris and Abandoned Property Section 30-82 – Adoption of rules, expenditures of funds, and declaration of County purpose to include.

(a) The County Road Department is authorized to erect warning signs along such areas as listed above advising the public of the existence of this ordinance and of the penalty for the violation thereof on County streets, roads, right of ways, highways or public lands in the unincorporated area of the County or belonging to the County.

(b) The County Animal Control section of Public Safety is authorized to pick up animal carcasses off of County streets, roads, right of ways, highways or public lands in the unincorporated area of the County or belonging to the County.

(c) The County Administrator is empowered to task on a case-by-case basis other County employees to pick up animal carcasses off of County streets, roads, right of ways, highways or public lands in the unincorporated area of the County or belonging to the County.

Section 3. Chapter 30 of the Taylor County Code, Environment, Article III Junk Debris and Abandoned Property, Sec. 30-83 Penalties to Article V. is amended as follows:

(a) Persons convicted of violating this article shall be guilty of a misdemeanor of the second degree and shall be punished as provided by Florida Statute. Any person found guilty of a violation of this ordinance is guilty of a misdemeanor and shall upon conviction be fined up to a maximum of $500 and/or be sentenced up to sixty days in jail per occurrence. In no instance shall the penalty be less than the cost of enforcement plus a minimum fine of $50. The proceeds of such fines shall be expended for the purpose of funding litter prevention programs or projects.

(b) Cost of enforcement shall include but not be limited to: investigative fees, court costs, attorney's fees, administrative fines, travel expenses, clean-up expenses, restoration of property damaged or payment for damages, storage expenses, tipping fees that would have normally been paid if the violator had property disposed of or caused to be disposed any junk, debris, unserviceable vehicles, litter or abandoned property.

(c) The Board of County Commissioners at its sole discretion may award up to $1,000.00 to any person who gives information that leads to the arrest and conviction of any person or entity that violates this Ordinance.

Section 4. SEVERABILITY.

If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion.

Section 5. EFFECTIVE DATE.

This Ordinance shall be effective as provided by law. The costs imposed herein shall be effective on the effective date of this Ordinance.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this _____ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY:_____
LONNIE A. HOUCK, Chairperson

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

NOTICE (PURSUANT TO FLORIDA STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance amending Chapter 30 of the Taylor County Code, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2010, at _____p.m. The title of the proposed ordinance is:

> AN ORDINANCE AMENDING CHAPTER 30 OF THE TAYLOR COUNTY CODE , "ENVIRONMENT", CREATING A SECTION TO PROHIBIT THE DUMPING OF ANIMAL CARCASSES OR PARTS OF ANIMALS, WHETHER WILD OR DOMESTIC, ON STREETS, ROADS, RIGHT OF WAYS OR HIGHWAYS OF THE UNINCORPORATED AREAS OF TAYLOR COUNTY; PROHIBITING SAID DUMPING AT THE COUNTY'S ROLL OFF SITES OR PUBLIC LANDS; ESTABLISHING GUIDELINES FOR PICK UP OF ANIMAL CARCASSES ON SUCH; PROVIDING FOR PENALTIES FOR VIOLATION WHICH INCLUDE FINES; PROVIDING FOR ENFORCEMENT, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing 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.

DATED this ___ day of _____, 2010, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

ADD-ONS TO 12/14/10 AGENDA:

CONSENT ITEM NO. 11-A:

THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.

CONSENT ITEM NO. 11-B:

THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE SECONDARY ROAD PROJECT (PAVING) FUND, AS SUBMITTED BY COUNTY FINANCE.

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, 2011, 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, 2011.

Amount	**Account**	**Account Name**
Revenue:		
$12,498	001-3312010	Emergency Management Performance Grant (EMPG) 2011
Expenditures:		
$ 603	2224-53401	Contractual Services
$ 1,800	2224-54100	Communications
$ 900	2224-54300	Utilities
$ 285	2224-55110	Office Copier Expense
$ 8,910	2224-56200	Capital Outlay-Building

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 14th day of December, 2010 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2011 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(EMPG Grant 2011—remaining budget balance FYE 2010)

Office of the County Administrator

Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

Memo

To: Tammy Taylor, Finance Director

From: LaWanda Pemberton, Assistant Administrator

Date: 12/1/2010

Re: Request for Budget Amendment for Emergency Management EMPG Grant (#2224)

Please see attached expenditure reports that show a balance of $12,498 funds not spent in fiscal year 2009-2010 from dept #2224- EMPG grant 2011. Please amend the fiscal year 2010-2011 budget to dept #2224 to include these unspent funds. This would bring the total amount of available funds to $49,994, which is the total amount of funding available for fiscal year ending 6/30/2011.

Please allocate the funds as follows:

53401	Contractual Services	$603
54100	Communications	$1,800
54300	Utility Services	$900
55110	Office Copier	$285
56200	Capital Outlay Building	$8,910
Total		$12,498

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

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='2224'
ACCOUNTING PERIOD: 3/11

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-2224 EMPG GRANT 2011

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	2,000.00	.00	.00	.00	2,000.00	.00
54100	COMMUNICATIONS	5,000.00	.00	.00	1,055.86	3,944.14	21.12
54300	UTILITY SERVICES	1,626.00	.00	.00	293.81	1,332.19	18.07
55110	OFFICE COPIER EXPENSE	900.00	.00	.00	285.00	615.00	31.67
56300	CAPITAL/INFRASTRUCTURE	11,970.00	.00	.00	.00	11,970.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	16,000.00	.00	15,819.50	.00	180.50	98.87
	TOTAL EMPG GRANT 2011	37,496.00	.00	15,819.50	1,634.67	20,041.83	46.55
	TOTAL GENERAL FUND	37,496.00	.00	15,819.50	1,634.67	20,041.83	46.55
TOTAL REPORT		37,496.00	.00	15,819.50	1,634.67	20,041.83	46.55

0.00

37,496.00 2011 Grant Budgeted
12,498.00 Balance Fwd FYE 2010 ⇒ Amend 2011

49,994.00 Amended Budget

0.0

12-1-10

SUNGARD PENTAMATION, INC.
DATE: 12/01/2010
TIME: 10:26:02

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='2224'
ACCOUNTING PERIOD: 13/10

Budget Balance FYE 2010

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-001 GENERAL FUND
FUNCTION-520 PUBLIC SAFETY
ACTIVITY-525 EMERG. DISASTER RELIEF
TOTL/DEPT-2224 EMPG GRANT 2011

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54000	TRAVEL & PER DIEM	1,500.00	.00	.00	.00	1,500.00	.00
54100	COMMUNICATIONS	3,998.00	.00	.00	.00	3,998.00	.00
54610	R&M BUILDINGS & GROUNDS	2,000.00	.00	.00	.00	2,000.00	.00
55102	OFFC.EQUIP/FURN.<$1,000	2,000.00	.00	.00	.00	2,000.00	.00
55202	SAFETY PRODUCTS/SUPPLIES	1,000.00	.00	.00	.00	1,000.00	.00
55210	PETROLEUM PRODUCTS	1,000.00	.00	.00	.00	1,000.00	.00
55220	TOOLS & IMPLEMENTS	1,000.00	.00	.00	.00	1,000.00	.00
	TOTAL EMPG GRANT 2011	12,498.00	.00	.00	.00	12,498.00	.00
	TOTAL GENERAL FUND	12,498.00	.00	.00	.00	12,498.00	.00
TOTAL REPORT		12,498.00	.00	.00	.00	12,498.00	.00

Detailed Budget Request
FY 10/11
Department Emergency Management

			FISCAL YEAR 2010-2011								
			9 month LOCAL 2224 LM	3 month LOCAL 1224	9 month BASE 1226	3 month BASE	9 month EMPG 2224	3 month EMPG		TOTAL	NEEDED $
51200	REGULAR SALARIES & WAGES		$ 7,045	$ 2,349	$ 40,391					$ 49,785	$ 49,785
52110	FICA/MEDICARE TAXES		$ 539	$ 180	$ 3,090					$ 3,809	$ 3,809
52200	RETIREMENT CONTR.		$ 768	$ 256	$ 6,583					$ 7,607	$ 7,607
52300	HEALTH INS.		$ 2,662	$ 887	$ 18,623					$ 22,172	$ 22,172
52320	LIFE INSURANCE		$ 9	$ 3	$ 61					$ 73	$ 73
52400	WORKERS COMP.		$ 20	$ 7	$ 1,148					$ 1,175	$ 1,175
	PERSONAL SERVICS		$ 11,043	$ 3,682	$ 69,896					$ 84,621	$ 84,621
52500	UNEMPLOYMENT COMP									$ -	$ -
53101	PROFESSIONAL SVCS.									$ -	$ -
53401	CONTRACTUAL SVCS.	Security System					$ 1,809	$ 603		$ 2,412	$ 2,412
54000	TRAVEL & PER DIEM				$ 2,625					$ 2,625	$ 2,625
54100	COMMUNICATIONS	Telephone, Internet					$ 5,200	$ 1,800		$ 7,000	$ 7,000
54115	POSTAGE		$ 200	$ 100						$ 300	$ 300
54300	UTILITY SVCS.						$ 2,700	$ 900		$ 3,600	$ 3,600
54402	RENT/LEASE EQUIP.									$ -	$ -
54500	INSURANCE		$ 1,600							$ 1,600	$ 1,600
54610	R&M BUILDING GROUNDS		$ -	$ -	$ 500					$ 500	$ 500
54614	EXTERMINATION/PEST CONTROL			$ -	$ 300		$ -	$ -		$ 300	$ 360
54620	R&M EQUIPMENT				$ 485					$ 485	$ 500
54630	R&M OFFICE MACHINES/EQUIP				$ 500					$ 500	$ 500
54640	R&M AUTOMOBILE		$ 1,500							$ 1,500	$ 1,500
54645	R&M AUTO CTY LABOR									$ -	$ -
54901	OTHER CURRENT CHGS.(MISC)									$ -	$ -
54902	LEGAL ADVERTISING				$ 1,100					$ 1,100	$ 1,100
54907	LICENSE/PERMIT/REGISTR.		$ 75							$ 75	$ 75
54910	DRUG TESTING									$ -	$ -
55101	OFFICE SUPPLIES		$ 500	$ 250						$ 750	$ 750
55102	OFFC. EQUIP/FURN<1000		$ 200	$ 900	$ 400					$ 1,500	$ 1,500
55110	OFFICE COPIER EXPENSE		$ -	$ -			$ 855	$ 285		$ 1,140	$ 1,140
55201	GEN. OPERAT. SUPPLIES		$ 777	$ 283						$ 1,060	$ 1,000
55202	SAFETY PRODUCTS SUPPLIES									$ -	$ -
55210	PETROLEUM PRODUCTS				$ 2,000					$ 2,000	$ 2,000
55220	TOOLS & IMPLEMENTS									$ -	$ -
55230	COMPUTER SOFTWARE									$ -	$ -
55250	UNIFORMS				$ 375					$ 375	$ 375
55401	BOOK/PUBL/SUB/MEMB/TRAIN		$ 500	$ 250						$ 750	$ 750
	EXPENSES		$ 5,352	$ 1,783	$ 8,285	$ -	$ 10,564	$ 3,588	$ -	$ 29,572	$ 29,587
56300	CAPITAL INFRASTRUCTURE						$ 26,932	$ 8,910		$ 35,842	
56200	CAPITAL BUILDING										
	CAPITAL		$ -	$ -	$ -	$ -	$ 26,932	$ 8,910	$ -	$ 35,842	
	Total Department		$ 16,395	$ 5,465	$ 78,181	$ -	$ 37,496	$ 12,498	$ -	$ 150,035	
	TOTAL EMPA (102,724)	$ 78,181									
	TOTAL EMPG (49,994)	$ 49,994									
	TOTAL LOCAL MATCH (23,000)	$ 21,860									
			$ 855	$ 285	$ (300)		$ -	$ -			

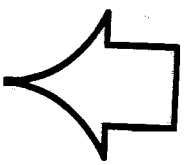
R E S O L U T I O N

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 **SECONDARY ROAD PROJECT (PAVING) FUND** for the fiscal period ending September 30, 2011, 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 **SECONDARY ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2011.

Amount	**Account**	**Account Name**
$586,209	106-3899010	Secondary Road Project Fund - Cash Brought Forward
$150,000	0308-56311	District 1 - Road Paving
$189,950	0308-56312	District 2 - Road Paving
$200,000	0308-56313	District 3 - Road Paving
$ 46,259	0308-56314	District 4 - Road Paving
$ 0	0308-56315	District 5 - Road Paving
$586,209	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 14th day of December, 2010 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2011 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.



_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Represents balance of road paving funds by district @ FYE 2010, not projected in the 2011 budget)

2010/2011 Budgets were prepared several months prior to FYE 9/30/10. The "estimated" balance for each district was projected by the engineering department at that time, and included in the 20110 budget. The ACTUAL balances in each district @ 9/30/10 were determined subsequent to FYE. The 2011 budget is amended accordingly (for any difference).

	ESTIMATED BUDGET BALANCE @9/30/10	**ACTUAL** BUDGET BALANCE @9/30/10	**DIFFERENCE/ AMEND BUDGET 2010/2011**
District 1	$ 131,452	$ 281,452	**$ 150,000**
District 2	$ -	$ 189,950	**$ 189,950**
District 3	$ 457,593	$ 657,593	**$ 200,000**
District 4	$ -	$ 46,259	**$ 46,259**
District 5	$ 705,249	$ 705,249	**$ -**
	$ 1,294,294	$ 1,880,503	**$ 586,209**

Prepared by: Tammy Taylor, Finance Director (12/6/10)